

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

**AGENDA INDEX  
REGULAR MEETING  
FEBRUARY 19, 2020 AT 10:00 A.M.**

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

### **CALL TO ORDER.**

### **ROLL CALL.**

### **APPROVAL OF AGENDA.**

### **REGULAR ITEMS.**

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**REPORTS FROM BOARD MEMBERS.**

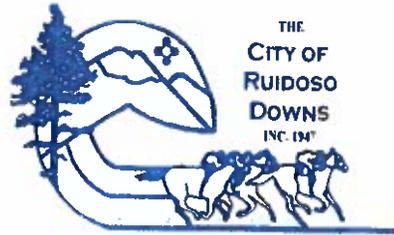
**CLOSED SESSION.**

**ADJOURNMENT.**

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 2020-01. 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.

Bertha De Los Santos, MMC  
Deputy Clerk

Posted: Thursday February 13, 2020  
Time: 3:30 p.m.



# AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

**To:** Joint Use Board Members  
**Presenter:** Bertha De Los Santos, MMC  
Deputy Clerk  
**Meeting Date:** February 19, 2020

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

**Re:** Discussion and Possible Action on Approval of Minutes:  
January 8, 2020 Rescheduled Regular Meeting Minutes

**Item Summary:**

Discussion and Possible Action on Approval of January 8, 2020 Rescheduled Regular Meeting Minutes.

**Item Discussion:**

Discussion and Possible Action on Approval of January 8, 2020 Rescheduled Regular Meeting Minutes.

**Recommendations:**

To Approve January 8, 2020 Rescheduled Regular Meeting Minutes.

**Required Approvals of Agenda Memorandum and Back-Up Documentation:**

Bertha De Los Santos, MMC  
Deputy Clerk

(Received on: 2/18/20 3:00 pm  
Date Time

**REGIONAL WASTEWATER TREATMENT PLANT JOINT USE BOARD  
REGULAR MEETING  
313 CREE MEADOWS DRIVE  
RUIDOSO, NM 88345  
JANUARY 8, 2020**

Vice - Chairman Gary L. Williams, City of Ruidoso Downs Mayor, called the regular meeting of the Regional Wastewater Treatment Plant Joint Use Board to order at 3:30 p.m. Members John E. Cornelius and Gary Jackson, Village of Ruidoso Councilors; and Joey Jarvis, City of Ruidoso Downs Deputy Public Works Director, were recorded present. Village of Ruidoso employees present were Timothy Dodge, Village Manager; Ronald L. Sena, Deputy Manager; Bertha De Los Santos, Deputy Clerk; Isaac Garcia, RWWTP Director; and Eric Boyda, Water Rights/Watershed Director. City of Ruidoso Downs employee present was Carol Virden, Clerk/Administrator. Village of Ruidoso legal counsel present was Zachary J. Cook. City of Ruidoso Downs legal counsel present was H. John Underwood. There were approximately 2 visitors present.

**APPROVAL OF AGENDA:**

Councilor Jackson moved to approve the agenda as presented. Councilor Cornelius seconded and the motion carried with all ayes.

**REGULAR ITEMS:**

**Discussion and Possible Action on December 18, 2019 Regular Meeting Minutes.**

Councilor Jackson moved to approve December 18, 2019 Regular Meeting Minutes. Joey Jarvis seconded and the motion carried with all ayes.

**Monthly Report on the Regional Wastewater Treatment Plant.**

Isaac Garcia reported the following: they were receiving a lot of flow, but 99.5% of everything was being removed; influent in December was 1.30 mgd and the effluent was 1.49 mgd; Monthly Fats, Oil, and Grease (FOG) results for Palmer Loop were 20.4; Apache Travel Center were 44.3, and Inn of the Mountain Gods (IOMG) were 29.6. Joey Jarvis recommended readings for nitrogen be taken at the Hollywood area. Mr. Garcia stated they would begin doing that.

Chairman Lynn D. Crawford joined the regular session at 3:36 p.m.

**REPORTS FROM BOARD MEMBERS:**

There were no Reports from Board Members.

**CLOSED SESSION:**

Councilor Jackson 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 the closed session will be brought back into open session. Mayor Williams seconded and the motion carried with a roll call vote of all ayes.

Chairman Crawford recessed the regular session and convened the closed session at 3:39 p.m.

Present in closed session were members of the Joint Use Board. Others present included Timothy Dodge, Ronald L. Sena, Bertha De Los Santos, Isaac Garcia, Eric Boyda, Carol Virden, Zachary J. Cook, and H. John Underwood.

Chairman Crawford recessed the closed session and reconvened the regular session at 3:43 p.m.

Councilor Jackson moved to certify that matters discussed in the closed session were limited only to those specified in the motion for closure. Mayor Williams added that he wanted it in the record that no action was taken. Councilor Cornelius seconded and the motion carried with a roll call vote of all ayes.

Councilor Jackson moved to approve Task Order No. 3 with Montgomery & Andrews, P.A. for Appeal of NPDES Permit to 10<sup>th</sup> Circuit Court of Appeals, in an amount not to exceed \$41,750.00, excluding gross receipts tax. Councilor Cornelius seconded and the motion carried with a roll call vote of all ayes.

Councilor Jackson moved to approve Task Order No. 4 with Montgomery & Andrews, P.A. for Rio Hondo Site Specific Standard, in an amount not to exceed \$40,500.00, excluding gross receipts tax. Councilor Cornelius seconded and the motion carried with a roll call vote of all ayes.

**ADJOURNMENT:**

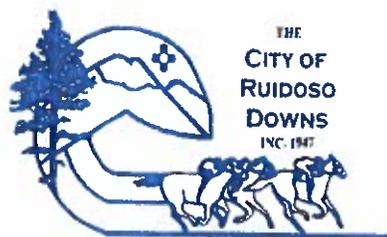
There being no further business to come before the Regional Wastewater Treatment Plant Joint Use Board, Chairman Crawford adjourned the regular meeting at 3:47 p.m.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:** \_\_\_\_\_  
Lynn D. Crawford, Chairman

**ATTEST:** \_\_\_\_\_  
Bertha De Los Santos, MMC  
Deputy Clerk





# AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

**To:** Joint Use Board Members

**Presenter:** Judi M. Starkovich,  
Finance Director

**Meeting Date:** February 19, 2020

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

2

**Re:** Discussion and Possible Action on Adoption of Resolution 2020-02, a Resolution Amending the Fiscal Year 2020 Budget (Quarter Ending December 31, 2019) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for the Approval Thereof.

**Item Summary:**

Discussion and Possible Action on Adoption of Resolution 2020-02, a Resolution Amending the Fiscal Year 2020 Budget (Quarter Ending December 31, 2019) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for the Approval Thereof.

**Financial Impact:**

The total increase to the budget was \$48,500.00 from cash reserves.

**Item Discussion:**

Each quarter, the Finance department reviews changes to the budget and submits these changes to Council for approval. The following areas are reviewed: revenues, personnel, operations, capital outlay, transfers in, transfers out, and cash for each fund. DFA requires Council to pass a resolution for all budget increases, decreases, and transfers between funds.

This revision encompasses all budget changes processed October 1, 2019 through December 31, 2019 (Quarter 1 of FY 2020).

Attached is the schedule of all the budget changes for all funds for the quarter ending December 31, 2019. This resolution will serve as the FIRST budget adjustment for FY 2020.

The budget was increased for the following items:

Legal Fees - Task Orders #3 and #4 \$48,500  
VOR Environmental GRT Revenues \$34,125  
CORD Fees \$14,375

**Recommendations:**

To Adopt Resolution 2020-02, a Resolution Amending the Fiscal Year 2020 Budget (Quarter Ending December 31, 2019) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for the Approval Thereof.

**Required Approvals of Agenda Memorandum and Back-Up Documentation:**



Bertha De Los Santos, MMC

Deputy Clerk

(Received on: 2/13/20 3:00 pm.)  
Date Time

**VILLAGE OF RUIDOSO**  
**Regional Waste Water Treatment Plant-510 MID YEAR**  
**For the Year Ending June 30, 2020**

Acct #	Account Name	Total Budget	JUB BUDGET (Dept #410)		
			VOR 85%	CORD 15%	BAR
40500	RWWTP Env Tax(GRT)	409,125	409,125	-	-
41200	Federal Grants	-	-	-	-
45000	Interest/Investment	107,447	107,447	-	-
46000	Reimbursement All	-	-	-	-
46004	Miscellaneous Other	8,000	8,000	-	-
46400	Ruidoso Downs 15%	434,496	-	434,496	-
46401	Ruidoso Downs 15% of 15%*	65,174	-	65,174	-
46402	Local Ruidoso Fees	-	-	-	-
46403	Ruidoso 15% Collectn	13,881	-	13,881	-
46404	Ruidoso Downs Admin Fees*	36,932	-	36,932	-
46405	RWWTP Fees	3,500,000	3,500,000	-	-
47000	Bond/Loan Proceeds	-	-	-	-
	<b>TOTAL REVENUES</b>	<b>4,575,055</b>	<b>4,024,572</b>	<b>550,483</b>	-
50000	Full Time Salaries	565,730	480,870	84,860	-
50002	Overtime	50,000	42,500	7,500	-
50004	Stand By Pay	20,000	17,000	3,000	-
50010	FICA	46,390	39,431	6,959	-
50020	PERA	72,930	61,990	10,940	-
50030	Group Insurance	119,800	101,830	17,970	-
50040	Worker's Compensation	100	85	15	-
50100	Longevity/Retirement Pay	-	-	-	-
50203	Allowances	600	510	90	-
50300	Other Employee Benefits	-	-	-	-
	<b>TOTAL Personnel</b>	<b>875,550</b>	<b>744,216</b>	<b>131,334</b>	-
51002	Subscriptions & Dues	760	646	114	-
51003	Postage	70	59	11	-
51006	Uniform Laundry	6,500	5,525	975	-
51008	General Office Supplies	6,500	5,525	975	-
51010	Janitorial Supplies	1,700	1,445	255	-
51015	Non-cap Furn, Fix, & Equip	-	-	-	-
51021	Utilities	500,000	425,000	75,000	-
51030	Fuel	10,000	8,500	1,500	-
51060	Safety Equipment	10,000	8,500	1,500	-
51080	Laboratory Expense	40,000	34,000	6,000	-
51140	Chemicals	150,000	127,500	22,500	-
51201	Plant Maintenance	390,650	332,052	58,598	-
51400	Contingency Fund	16,150	13,727	2,423	-
	<b>TOTAL Supplies</b>	<b>1,132,330</b>	<b>962,479</b>	<b>169,851</b>	-
52000	Contract Services	50,000	42,500	7,500	-
52001	Contract Legal Services	98,500	83,725	14,775	-
52003	Engineering Services	175,000	148,750	26,250	-
52004	Annual Audit	-	-	-	-
52006	Professional Services	50,000	42,500	7,500	-
52007	Interfund Services Used	-	-	-	-
52008	Telephone	3,300	2,805	495	-
52010	Insurance and Bond	134,050	113,942	20,108	-
52020	Travel and Training	7,000	5,950	1,050	-
52022	Required Physicals	2,720	2,312	408	-
52100	Equipment Rentals	27,540	23,409	4,131	-
52102	Equipment Maint. Agreement	500	425	75	-
52103	Equipment Maintenance	306,400	260,440	45,960	-
52105	Vehicle Maintenance	2,000	1,700	300	-
52107	Building/Property	10,000	8,500	1,500	-
	<b>TOTAL Services</b>	<b>867,010</b>	<b>736,958</b>	<b>130,052</b>	-
53000	Building Improvements - Bay Contain	8,600	7,310	1,290	-
53001	Equipment/Vehicles	-	-	-	-

**VILLAGE OF RUIDOSO**  
**Regional Waste Water Treatment Plant-510 MID YEAR**  
**For the Year Ending June 30, 2020**

Acct #	Account Name	Total Budget	JUB BUDGET (Dept #410)		
			VOR 85%	CORD 15%	BAR
53305	Capital Furniture & Fixtrs	13,150	11,177	1,973	-
53006	Projects/Construction - Building Upgr	-	-	-	-
55000	Equipment Lease	-	-	-	-
55002	Loan Payment	92,540	78,659	13,881	-
	<b>TOTAL Capital Outlay</b>	<b>114,290</b>	<b>97,146</b>	<b>17,144</b>	<b>-</b>
	<b>TOTAL EXPENDITURES</b>	<b>2,989,180</b>	<b>2,540,799</b>	<b>448,381</b>	<b>-</b>
70101	Transfer to General Fund*	36,932	-	36,932	-
	<b>TOTAL EXP + TRANSFERS OUT</b>	<b>3,026,112</b>	<b>2,540,799</b>	<b>485,313</b>	<b>-</b>
	<b>EXCESS OF REV OVER EXP</b>	<b>1,548,943</b>	<b>1,483,773</b>	<b>65,170</b>	<b>-</b>

**RECAP CORD SHARE:**

TOTAL Expenditures		<b>CORD</b>
LESS: Loan Payments		<u>\$ 2,989,180</u>
NET Expenditures	<b>A</b>	<u>(92,540)</u>
		<u>\$ 2,896,640</u>

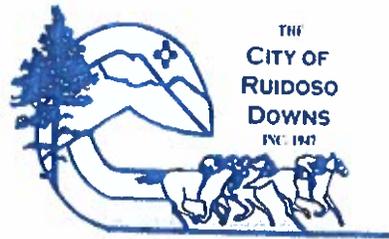
**CALCULATIONS:**

CORD Share 15% Expense Reimbursement	<b>B = A*0.15</b>	\$ 434,496
CORD Reserve 15% of 15%	<b>B*0.15</b>	\$ 65,174

**ADMIN FEES:**

CORD Admin Fee 10% of Expenditures	<b>A*0.10</b>	\$ 289,664
Less: CORD Credit	Figure rec'd from CORD each budget year	<u>(43,451)</u>
Adjusted Admin Fees	<b>C</b>	<u>\$ 246,213</u>
CORD Share 15% Admin Fees	<b>C*0.15</b>	\$ 36,932

\* Amount updated for the change in CORD Admin Fee credit. JS 04/24/19



# AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

**To:** Joint Use Board Members  
**Presenters:** Karen Gutierrez,  
Asst. Finance Dir./Capital Projects  
**Meeting Date:** February 19, 2020

—	Consent Item	3
—	Public Hearing	
X	Regular Item	
—	Board and Commission	
—	Appointments	
—	Informational	
—	Workshop Item	

**RE:** Discussion and Possible Action on First Renewal Agreement with Coppler Law Firm, P.C. for Professional Legal Services Relating to the Legal Authority & Process of Federal Acquisition of Property Easements for the Sanitary Sewer System Repair-Rehabilitation Project.

**Item Summary:**

Discussion and Possible Action on First Renewal Agreement with Coppler Law Firm, P.C. for Professional Legal Services Relating to the Legal Authority & Process of Federal Acquisition of Property Easements for the Sanitary Sewer System Repair-Rehabilitation Project.

**Financial Impact:**

This agreement is funded with FEMA Sandy Recovery Improvement Act (SRIA) grant funds in account 300-281-53060. The budget for the Coppler Law Firm is \$33,325.00 which \$18,970.12 has been expended thus far.

**Item Discussion:**

The VOR engaged with Coppler Law Firm, Inc. to assist with obtaining easements following Federal Law 49CFR24-102(b) Regulations for the Sanitary Sewer System Repair-Rehabilitation Project DR 1783-PW155.

**Recommendations:**

To Approve First Renewal Agreement with Coppler Law Firm, P.C. for Professional Legal Services Relating to the Legal Authority & Process of Federal Acquisition of Property Easements for the Sanitary Sewer System Repair-Rehabilitation Project.

**Required Approvals of Agenda Memorandum and Back-Up Documentation:**

*Bertha De Los Santos*

Bertha De Los Santos, MMC  
Deputy Clerk

(Received on: 2/18/20 3:00 PM)  
Date Time

**FIRST RENEWAL AGREEMENT**

THIS RENEWAL OF AGREEMENT by and between the Village of Ruidoso, a New Mexico Municipal Corporation (Village) and Coppler Law Firm, P.C. (Contractor) dated April 1, 2019.

**WITNESSETH:**

WHEREAS, the parties hereto previously entered into an Agreement, dated April 1, 2019 for Professional Legal Services to oversee the Legal Authority & Process of Federal Acquisition of Property Easements in Accordance of 49 CFR 24.102 (b). a copy of which is attached hereto, and

WHEREAS, the parties wish to renew said Agreement for a one-year period.

NOW THEREFORE, the parties hereto agree as follows:

1. The Agreement is hereby renewed for a period of one (1) year, commencing April 1, 2020 and shall terminate March 31, 2021.
2. All other terms and conditions of the Agreement as amended shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 19<sup>th</sup> day of February 2020.

**For the Regional Wastewater Treatment Plant Joint Use Board:**

Joint Use Board:

Contractor:

By: \_\_\_\_\_  
Lynn D. Crawford, Chairman

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Bertha De Los Santos, MMC Deputy Clerk

By: \_\_\_\_\_  
Gary Williams, City of Ruidoso Downs Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Carol Virden, Clerk/Administrator

## AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made and entered into by and between the Village of Ruidoso, a municipal corporation of the State of New Mexico, hereinafter called VILLAGE, and Coppler Law Firm, P.C. hereinafter called CONSULTANT and collectively referred to as the Parties.

### WITNESSETH:

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et seq.* and Procurement Code Regulations, NMAC 1.4.1 *et seq.* the CONSULTANT has held itself out as an entity with the ability to provide the required services to advise the Village with opinions and suggestions of acquisition of lands for protection of sewer facilities and drafting notice letters to all property owners that need to be advised of their easement rights under Federal Law 49 CFR 24.102(b) and the Village has selected the CONSULTANT as the offeror most advantageous to the VILLAGE, and

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

WHEREAS, all Parties agree that, pursuant to the Procurement Code, Section 13-1-125 NMSA 1978 and Section 1.4.1.51 and 1.4.1.52 NMAC, the total amount of this Agreement is \$60,000.00 or less, excluding taxes:

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

### I. RECITALS

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

- A. The Village desires to obtain the services of Consultant to provide Professional Legal Services.
- B. CONSULTANT has represented and warranted to the Village that the CONSULTANT possesses the necessary skills to provide such services and is willing to do so pursuant to the terms of this Agreement.

### II. AGREEMENT

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

#### 1. SCOPE OF WORK

Consultant will provide the Village an overview of legal authority and process for acquisition of lands for protection of sewer facilities and draft notice letters to all property owners that need to be advised of their easement rights under Federal Law 49 CFR 24.102(b) for the Sanitary Sewer System Repair/Rehabilitation Project financed by FEMA funds granted under Presidential Disaster number FEMA-1784-DR.

## 2. COMPENSATION

- A. As compensation for services to be provided to the Village of Ruidoso by the CONSULTANT, the CONSULTANT shall be compensated at an amount not to exceed \$30,000.00 plus applicable gross receipts tax.
- B. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid to the State of New Mexico by the CONSULTANT.

Invoices will be submitted monthly by CONSULTANT and shall provide detailed billing for services provided for the services that have been rendered the month before. Invoices will be due and payable within 30 days of date of invoice. All invoices shall be submitted directly to the Village of Ruidoso Finance Department at 313 Cree Meadows Dr., Ruidoso, NM 88345.

## 3. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE VILLAGE OF RUIDOSO. The term of this Agreement shall be for one (1) year, beginning March 1, 2019 and ending February 28, 2020, with an option to extend the contract an additional three (3) years, one year at a time, if mutually agreeable with the Village of Ruidoso and the Offeror, in accordance with the Attorney General ruling.

## 4. TERMINATION

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

Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.

## 5. STANDARD OF CARE:

In providing services under this agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the legal profession currently practicing under similar circumstances at the same time in the same or similar locality. Paragraph 18 herein is reference to the professional errors and omissions coverage carried by consultant for the benefit of the Village of Ruidoso.

## 6. INDEPENDENT CONSULTANT

The CONSULTANT is an independent CONSULTANT performing professional services for the Procuring Agency and is not an employee of the Village of Ruidoso. The CONSULTANT shall not accrue leave, retirement, insurance, bonding, use of Village vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The CONSULTANT

acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

#### **7. ASSIGNMENT**

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

By entering into this Agreement, the Village and its public employees as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability pursuant to law. No provision in the Agreement shall be interpreted to modify or waive any provisions of the New Mexico Tort Claims Act, supra.

#### **8. SUBCONTRACTING**

CONSULTANT shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval from the Village.

#### **9. RECORDS OF AUDIT**

During the term of this Agreement and for three years thereafter, the CONSULTANT shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Village of Ruidoso, the State Auditor and appropriate federal authorities. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

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

#### **10. APPROPRIATIONS/NON-APPROPRIATIONS**

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

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

#### **11. RELEASE**

The CONSULTANT, upon final payment of the amount due under this Agreement, releases the Procuring Agency, and its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The CONSULTANT agrees not to purport to bind

the Village of Ruidoso, unless the CONSULTANT has express written authority to do so, and then only within the strict limits of that authority.

## **12. CONFIDENTIALITY**

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

## **13. CONFLICT OF INTEREST**

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

## **14. AMENDMENT**

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

## **15. SCOPE OF AGREEMENT**

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

## **16. NOTICE**

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

## **17. EQUAL OPPORTUNITY COMPLIANCE**

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

## **18. INDEMNIFICATION**

The CONSULTANT is a New Mexico law firm and all services provided are provided by or under the supervision of licensed New Mexico Attorneys and consultant has in effect and will maintain

professional legal malpractice coverage, the declaration sheet is attached as Ex. A. Consultant shall also maintain Workman's Compensation coverage of its employees, General Liability comprehensive coverage and Auto Liability protecting against claims for bodily injury and property damage as referred to in paragraph 3b herein and on request will provide proof of each coverage to the Village of Ruidoso.

#### **19. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of New Mexico. Compliance with Laws. In performing the services hereunder, CONSULTANT shall ensure that its employees and subcontractors comply with all applicable laws and regulations.

#### **20. INCORPORATION BY REFERENCE AND PRECEDENCE**

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; and (3) the CONSULTANT's project proposal.

#### **21. KICKBACK STATEMENT**

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

#### **22. NON-COLLUSION**

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

#### **23. NON-DISCRIMINATION**

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

#### **24. CAMPAIGN DISCLOSURE FORM**

Pursuant to Chapter 81, Laws of 2006, any prospective contractor (engineer or CONSULTANT) seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective

CONSULTANT with their response to the request for proposals. The prospective CONSULTANT must disclose whether they, a family member or a representative of the prospective CONSULTANT has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the CONSULTANT submits a proposal

#### **25. THIRD PARTY BENEFICIARIES**

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

#### **26. MERGER**

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

#### **27. INVALID TERM OR CONDITION**

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

#### **28. ENFORCEMENT OF AGREEMENT**

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

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

#### **29. DEBARMENT AND SUSPENSION**

Pursuant to 45 C.F.R. Part 76, the CONSULTANT certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above in this Article 25.1; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

The CONSULTANT's certification in Article 25.A is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. The CONSULTANT shall provide immediate written notice to the Agency's Contract Administrator if, at any time during the term of this Agreement, the CONSULTANT learns that its certification in Article 25.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that the CONSULTANT's certification in Article 25.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.

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

### **30. LOBBYING**

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

### **31. SURVIVAL**

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

### 32. SUCCESSION

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

### 33. IMPRACTICALITY OF PERFORMANCE

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

### 34. CONSTRUCTION PHASE SERVICES

CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. In addition, CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

### 35. GOVERNING LAW

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

### 36. LIABILITY

1. CONSULTANT's required insurance policies approved by the State of New Mexico and acceptable to OWNER with the minimum limits as follows:

Insurance	Coverage	Limits
General Liability Comprehensive Form	Bodily injury and property damaged combined	\$1,000,000 each occ./aggregate
Automobile Liability Comprehensive Form (Owner, hired, non-owner)	Bodily injury and property damaged combined	\$500,000 each occ./aggregate
Workman's Compensation	Statutory	
Professional Liability	Any one claim and in the aggregate	\$500,000 minimum

2. Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER within ten (10) days after the NOTICE OF AWARD. The Certificates of Insurance shall:
  - a) Show an expiration date: CONSULTANT shall provide a renewal certificate at least fifteen (15) days prior to the expiration date.
  - b) Contain a provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to OWNER.
  - c) Name the Village of Ruidoso as an additional insured
  
3. The CONSULTANT shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONSULTANT shall require such sub CONSULTANT similarly to provide Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of CONSULTANT'S employees engaged in hazardous WORK under this contract at the site of the PROJECT is not protected under Workman's Compensation statute, the CONSULTANT shall provide, and shall cause each sub CONSULTANT to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

### 37. NOTICES

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

CONSULTANT:  
Coppler Law Firm, P.C.  
645 Don Gaspar Avenue  
Santa Fe, NM 87505

VILLAGE:  
Village of Ruidoso  
Attn: Village Manager  
313 Cree Meadows Drive  
Ruidoso, New Mexico 88345

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this \_\_\_ day of \_\_\_\_\_, 2019.

VILLAGE OF RUIDOSO, NEW MEXICO

Village of Ruidoso

CONSULTANT

Debi Lee  
Debi Lee, Village Manager

Frank R. Coppler  
Frank R. Coppler, Coppler Law Firm, P.C.

Date: 4-1-19

Date: March 26, 2019

**For the Regional Wastewater Treatment Plant Joint Use Board:**

Passed, Approved and Adopted this 1<sup>st</sup> day of April, 2019.

[Signature]  
Lynn D. Crawford, Chairman

DATE: 4/1/19

ATTEST:

Bertha De Los Santos  
Bertha De Los Santos, CMC  
Deputy Clerk

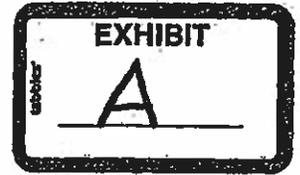
CITY OF RUIDOSO DOWNS:

Gary Williams  
Gary Williams, City of Ruidoso Downs Mayor

DATE: 04/03/19

ATTEST:

[Signature]  
Carol Virden, Clerk/Treasurer



**AXIS PRO<sup>®</sup>**  
**LAWYERS PROFESSIONAL LIABILITY**  
**INSURANCE POLICY**  
**DECLARATIONS**

THIS IS A CLAIMS MADE POLICY. IT APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE DURING THE POLICY PERIOD AND ANY APPLICABLE EXTENDED REPORTING PERIOD, AS THOSE TERMS ARE DESCRIBED IN THIS POLICY. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

EXCEPT AS OTHERWISE SET FORTH IN THIS POLICY, CLAIM EXPENSES REDUCE THIS POLICY'S LIMITS OF LIABILITY AND ARE SUBJECT TO THE POLICY'S DEDUCTIBLE.

**MATURITY:**

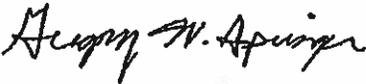
DURING THE FIRST SEVERAL YEARS OF THE CLAIMS MADE RELATIONSHIP, CLAIMS MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE CLAIMS MADE RELATIONSHIP REACHES MATURITY.

<b>COMPANY:</b> AXIS Insurance Company	<b>POLICY NUMBER:</b> 016808-0119		
<b>Item 1. Named Insured:</b> Coppler Law Firm, P.C. 645 Don Gaspar Avenue Santa Fe, NM 87505-2696	<b>Item 2. Policy Period:</b> Inception Date: 1/28/2019 Expiration Date: 1/28/2020 <i>Both dates at 12:01 a.m. Standard Time at the address listed in Item 1.</i>		
<b>Item 3. Limits of Liability:</b> \$1,000,000 each Claim \$1,000,000 - Aggregate	<b>Item 4. Deductible:</b> \$15,000 each Claim		
<b>Item 5. Retroactive Date:</b> 9/01/1976	<b>Item 6. Premium:</b> \$3,681.00		
<b>Item 7. Notices to Company:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <u>Notice of Claim To Be Sent To:</u>            AXIS Professional Insurance            300 Connell Drive, Suite 8000            Berkeley Heights, NJ 07922-0357            Email: AltysAdvClaimNoticeBH@axiscapital.com         </td> <td style="width: 50%; vertical-align: top;"> <u>All Other Notices To Be Sent To:</u>            Aon Affinity Insurance Services, Inc.            1100 Virginia Drive, Suite 250            Fort Washington, PA 19034-3278            Fax: 312.381.0875            Email: AffinityLawyersAdmin@aon.com         </td> </tr> </table>		<u>Notice of Claim To Be Sent To:</u> AXIS Professional Insurance 300 Connell Drive, Suite 8000 Berkeley Heights, NJ 07922-0357 Email: AltysAdvClaimNoticeBH@axiscapital.com	<u>All Other Notices To Be Sent To:</u> Aon Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 Fax: 312.381.0875 Email: AffinityLawyersAdmin@aon.com
<u>Notice of Claim To Be Sent To:</u> AXIS Professional Insurance 300 Connell Drive, Suite 8000 Berkeley Heights, NJ 07922-0357 Email: AltysAdvClaimNoticeBH@axiscapital.com	<u>All Other Notices To Be Sent To:</u> Aon Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 Fax: 312.381.0875 Email: AffinityLawyersAdmin@aon.com		
<b>Item 8. Endorsements Effective at Inception:</b> ALPL-101 (09-14)    ALPL-302 NM (09-14)    ALPL-323 (09-14)    ALPL-324 (09-14) ALPL-401 NM (09-14)    ALPL-403 NM (09-14)    ALPL-606 (09-14)			

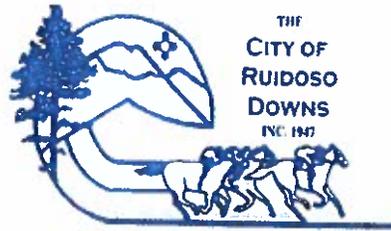
The Company has caused this policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Company.

  
\_\_\_\_\_  
Authorized Representative

January 23, 2019  
\_\_\_\_\_  
Date

  
Gregory W. Springer, President

  
Andrew Weissert, Secretary



## AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

**To:** Joint Use Board Members

**Presenters:** Karen Gutierrez,  
Asst. Finance Dir./Capital Projects

**Meeting Date:** February 19, 2020

<input type="checkbox"/>	Consent Item	4
<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 on First Renewal Agreement with Joshua Cannon & Associates, Inc. for Appraisal & Advisory Services Relating to Waiver Valuations Wastewater Infrastructure – Relocation Easements Services for the Sanitary Sewer System Repair-Rehabilitation Project.

**Item Summary:**

Discussion and Possible Action on the First Renewal Agreement with Joshua Cannon & Associates, Inc. for Appraisal & Advisory Services Relating to Waiver Valuations Wastewater Infrastructure – Relocation Easements Services for the Sanitary Sewer System Repair-Rehabilitation Project.

**Financial Impact:**

This agreement is funded with FEMA Sandy Recovery Improvement Act (SRIA) grant funds in account 300-281-53060. The budget for Mr. Cannon's service is \$33,325.00, which \$16,034.76 has been expended thus far.

**Item Discussion:**

The VOR engaged with Joshua Cannon & Associates, Inc. to assist with obtaining easements following Federal Law 49CFR24-102(b) Regulations for the Sanitary Sewer System Repair-Rehabilitation Project DR 1783-PW155.

**Recommendations:**

To Approve First Renewal Agreement with Joshua Cannon & Associates, Inc. for Appraisal & Advisory Services Relating to Waiver Valuations Wastewater Infrastructure – Relocation Easements Services for the Sanitary Sewer System Repair-Rehabilitation Project.

**Required Approvals of Agenda Memorandum and Back-Up Documentation:**

*Bertha De Los Santos*  
Bertha De Los Santos, MMC

Deputy Clerk

(Received on: 2/13/20 3:00 PM)  
Date Time

**FIRST RENEWAL AGREEMENT**

THIS RENEWAL OF AGREEMENT by and between the Village of Ruidoso, a New Mexico Municipal Corporation (Village) and Joshua Cannon & Associates, Inc. (Contractor) dated February 25, 2019.

**WITNESSETH:**

WHEREAS, the parties hereto previously entered into an Agreement, dated February 25, 2019 for Appraisal & Advisory Services relating to Waiver Valuations Wastewater Infrastructure Projects, a copy of which is attached hereto, and

WHEREAS, the parties wish to renew said Agreement for a one-year period.

NOW THEREFORE, the parties hereto agree as follows:

1. The Agreement is hereby renewed for a period of one (1) year, commencing February 25, 2020 and shall terminate February 24, 2021.
2. All other terms and conditions of the Agreement as amended shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 19<sup>th</sup> day of February 2020.

**For the Regional Wastewater Treatment Plant Joint Use Board:**

Joint Use Board:

Contractor:

By: \_\_\_\_\_  
Lynn D. Crawford, Chairman

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Bertha De Los Santos, MMC Deputy Clerk

By: \_\_\_\_\_  
Gary Williams, City of Ruidoso Downs Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Carol Virden, Clerk/Administrator

**JOSHUA CANNON & ASSOCIATES, INC.**

APPRAISAL & ADVISORY SERVICES FOR NEW MEXICO REAL ESTATE

VIA EMAIL

February 25, 2019

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

Telephone: 575-258-4343  
Email: debilee@ruidoso-nm.gov

Reference: Consulting Services relating to Waiver Valuations  
Wastewater Infrastructure – Relocation Easements  
Ruidoso, NM

Dear Ms. Lee:

Joshua Cannon & Associates, Inc. proposes to furnish you with professional consulting services as outlined in the scope-of-services section of this proposal.

**The Property**

The property is consists of multiple proposed easements to support the planned improvement/reconstruction of a major sewer line routed along approximately 13 miles of the Ruidoso River within and near the Village of Ruidoso. The project will require both permanent and temporary construction easements. There are easements in-place to support the existing sewer line and the proposed easements are required to re-route and re-construct the line as needed. The majority of the new easements will encumber a comparatively small amount of land.

The first phase of the assignment consists of 16 properties where the sewer line runs down the river between mostly residential lots that back up to the river. The Village of Ruidoso anticipates the market compensation of the easements for over 90% of the affected individual properties owners will be less than \$10,000. The project has received federal funding and federal rules allow a "waiver valuation" where market value is \$10,000 or less. A waiver valuation is not a appraisal and not subject to the Uniform Standards of Professional Appraisal Practice. The waiver valuation is a consulting assignment applying local market data and knowledge.

**Scope of Services**

Joshua Cannon and Associates Inc. has been advised by the Village that the Village has independently determined to proceed under CFR title 49 part 24 subpart B REAL PROPERTY ACQUISITION. Joshua Cannon and Associates Inc. have been advised by the Village that the Village has determined that under this project the Village is eligible to proceed under Section 24.102 (2) (II). Joshua Cannon and Associates Inc. has been advised by the village that under that Section the Village has determined "...that an

**Consulting Services Engagement Letter  
February 25, 2019**

appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data.

The Village has made an independent determination that it is authorized to proceed with purchase of any or all of the easements under the waiver evaluation process authorized by the federal rules. In making waiver evaluations determinations with respect to each individual lot Joshua Cannon and Associates Inc. will use Village provided surveys on which will be shown:

1. the existing permanent easements,
2. the proposed permanent easements
3. and the temporary construction easements.

With respect to each property, Joshua Cannon and Associates Inc. will also be provided by the Village individual calculations as to square footages of 1, 2, and 3. Using that data Joshua Cannon and Associates Inc. will, based on a review of available data and its understanding of the local real estate market provide waiver evaluations for each property.

**Client and Report Users**

The client and intended user for the consulting services is the Village of Ruidoso and their consultants.

**Scheduling and Delivery**

Due to the nature of the assignment, it is not possible to guarantee a specific completion date. We are available to begin work on this assignment in March 2019.

**Fee Schedule**

Joshua Cannon will provide the consulting services based upon a billing rate of \$125 per hour, plus New Mexico gross receipts tax and reimbursement of travel related expenses (travel expenses will consist of lodging at mid-priced hotel and fuel). We will obtain written preauthorization from the client prior to incurring travel expenses. The hourly rate of \$125.00 is inclusive of clerical support personnel and services. Time and expense records will be provided. No retainer is required. Payment is due within 30 days after delivery of the consulting service.

**Information to be Provided by the Client**

An information request will be provided at a later date.

**Miscellaneous**

It is agreed that the liability of the Consultant to Client is limited to the amount of the fee paid as liquidated damages. The Consultant limits his responsibility to Client and any use of the work product by third parties shall be at the risk of Client and/or said third parties.

If this proposal meets with your approval, your signature below will be our authorization to proceed. Please sign and return a complete copy of the engagement letter to this office by email, fax or regular mail.

## Qualifications of Joshua Cannon, MAI

### Professional Memberships and Licenses

MAI, Member of the Appraisal Institute, Certificate No. 8661

Certified Real Estate Appraiser, State of New Mexico, General Certificate No. 21-G

Past Member of the Board of Directors, Rio Grande Chapter of the Appraisal Institute

### Education

Bachelor of Science, New Mexico State University, Las Cruces, New Mexico, 1983

### Appraisal Courses and Seminars

Principles in Real Estate Appraisal, New Mexico State University  
Real Estate Appraisal Principles, Course 1A-1, AIREA  
Real Estate Valuation Procedures, Course 1A-2, AIREA  
Capitalization Theory and Techniques, Part A, Course 1B-A, AIREA  
Capitalization Theory and Techniques, Part B, Course 1B-B, AIREA  
Case Studies in Real Estate Valuation, Course 2-1, AIREA  
Report Writing and Valuation Analysis, Course 2-2, AIREA  
Standards of Professional Practice, Parts A and B, AIREA and Appraisal Institute  
Standards of Professional Practice, Part C, Appraisal Institute  
Business Practices and Ethics, Appraisal Institute  
Subdivision Analysis Seminar, Appraisal Institute  
Rates, Ratios and Reasonableness Seminar, Appraisal Institute  
Current Issues and Misconceptions in the Appraisal Process Seminar, Appraisal Institute  
Understanding Limited Appraisals and Reporting Options Seminar, Appraisal Institute  
Highest & Best Use and Market Analysis, Course 520, Appraisal Institute  
Water Rights and Issues Seminar, Appraisal Institute  
The Internet and Appraising Seminar, Appraisal Institute  
Eminent Domain & Condemnation Appraising Seminar, Appraisal Institute  
Internet Search Strategies for Real Estate Appraising Seminar, Appraisal Institute  
Valuation of Detrimental Conditions in Real Estate Seminar, Appraisal Institute  
Appraising from Blueprints and Specifications Seminar, Appraisal Institute  
Flood Zone Issues Seminar, Appraisal Institute  
Real Estate Fraud: The Appraiser's Responsibilities and Liabilities Seminar, Appraisal Institute  
Conservation Easements Seminar, Appraisal Institute and ASFMRA  
Appraisal Consulting: A Solutions Approach for Professionals Seminar, Appraisal Institute  
Natural Resource Appraisal Seminar, Appraisal Institute  
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book Seminar)  
Appraisal Curriculum Overview, Appraisal Institute  
The Discounted Cash Flow Model: Concepts, Issues and Applications, Appraisal Institute  
Real Estate Industry Perspectives on Lease Accounting, Appraisal Institute  
Tenant Credit Analysis, Appraisal Institute  
Introduction to Valuing Commercial Green Buildings, Appraisal Institute  
Appraisal Review Seminar, Appraisal Institute  
Appraisal of Self Storage Facilities, McKissock Appraisal Education  
Appraisal of Assisted Living Facilities, McKissock Appraisal Education

### Experience

Joshua Cannon & Associates, Inc. from July 2007 to present. Appraisal assignments have involved a wide variety of property types, including multifamily, retail, office, industrial, subdivisions, special purpose, eminent domain and rural. Other assignments include market studies, feasibility analyses and consultation on a variety of property types.

Associated with Brooks, Lomax & Fletcher, Inc., October 1983 to June 2007.

### Expert Witness

District Court – New Mexico

District Court – Utah

## Sample Clients & Appraisal Assignments

Archdiocese of Santa Fe	Church facility, Albuquerque, NM
Argus Development Company	Mixed use tract at I-25 interchange, Albuquerque, NM
Bank of Albuquerque	Private school campus, Albuquerque, NM
BBVA Compass Bank	Residential subdivision, Bernalillo County, NM
BOK Financial Corporation	Proposed shopping center, Sandoval County, NM
CB Richard Ellis Mortgage	Shopping center and pad sites, Albuquerque, NM
Central NM Community College	Land adjoining the CNM campus, Albuquerque, NM
Century Bank	Shopping center, Rio Rancho, NM
Charter Bank	Office & retail complex in Mesa del Sol, Albuquerque, NM
Citizens Bank of Las Cruces	Proposed commercial subdivision, Las Cruces, NM
City Centre LLC	City Centre Master Plan, Sandoval County, NM
City National Bank	Office building, Albuquerque, NM
Comerica Bank	Multiple automobile dealerships in New Mexico
Community Bank	Hospitality property, Espanola, NM
Farm Credit of New Mexico	Land improved with dairy, Bernalillo County, NM
First National Bank of Denver	Automobile dealership, Santa Fe, NM
Forest City Covington, NM	Mesa del Sol Master Plan, Albuquerque, NM
Imperial Capital Bank	Partially completed shopping center, Albuquerque, NM
IP Commercial Properties	Warehouse occupied by International Paper, Albuquerque, NM
Ironstone Bank	Proposed office building, Albuquerque, NM
KeyBank National Association	Shopping center, Albuquerque, NM
Los Alamos National Bank	Shopping center pad sites, Sandoval County, NM
Merrill Lynch & Company	Vacant land in City Centre Master Plan, Sandoval County, NM
National City Bank	Vacant land in Mesa del Sol Master Plan, Albuquerque, NM
New Mexico Bank & Trust	Proposed office building leased to USFS, Albuquerque, NM
New Mexico Dept. of Trans.	Planned right-of-way acquisition, Albuquerque, NM
New Mexico Prop. Control Div.	Former Bernalillo County Metro Court, Albuquerque, NM
New Mexico State Land Office	Land under a business planning lease, Albuquerque, NM
NM Educators Federal CU	Proposed shopping center, Albuquerque, NM
NM Land Conservancy	Conservation easement on rural land, Corrales, NM
NOVA Corporation	Land proposed for a data center, Albuquerque, NM
Paseo Gateway LLC	Paseo Gateway Master Plan, Sandoval County, NM
PNC Bank	Residential, commercial & industrial land in Mesa del Sol MP
Q10 Realty Mortgage	Office building, Albuquerque, NM
Sandia Automotive Corporation	Automobile dealership, Albuquerque, NM
Sandia Foundation	Market rent estimate for commercial land, Albuquerque, NM
Santa Fe Conservation Trust	Land with a conservation easement, Santa Fe County, NM
Sparton Organization	All land holdings of Amrep Corporation, Sandoval County, NM
Sunrise Mortgage & Investment	Multi-tenant office building, Albuquerque, NM
Target Corporation	Right of way taking for Interstate 25 interchange expansion
Timberline Bank	Land under long-term ground lease, Albuquerque, NM
Titan City Center LLC	Hewlett Packard Customer Service Center, Sandoval County, NM
Trust for Public Land	Land with senior water rights, Santa Fe County, NM
University of New Mexico	Real estate adjoining the UNM campus, Albuquerque, NM
US Bank	Proposed indoor shooting range, Albuquerque, NM
United States GSA	Office building, Gallup, NM
US Dept. of Interior – BIA	Office building leased to the BIA, Albuquerque, NM
US Dept. of Interior – BLM	Vacant land with natural gas wells, San Juan County, NM
US Dept. of Interior – NPS	Farmland and water rights in Bernalillo County, NM
US Forest Service	Inholding tract in the Cibola Nat. Forest, Socorro County, NM
USDA – NRCS	Rural land along the Rio Grande, Socorro County, NM
Village of Los Ranchos	Multiple vacant and improved tracts, Bernalillo County, NM
Walmart Realty	Consulting services on vacated stores in New Mexico
Washington Federal Savings	Residential subdivision, Bernalillo County, NM
Wells Fargo Bank	Manufacturing facility, Valencia County, NM
Zions First National Bank	Hospitality property, Santa Fe, NM

Consulting Services Engagement Letter  
February 25, 2019

We look forward to being of assistance and would like to thank you for considering our firm for this assignment. If you have any questions regarding this agreement, please do not hesitate to call us.

Sincerely,

JOSHUA CANNON & ASSOCIATES, INC.



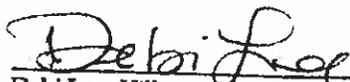
Joshua Cannon, MAI

Enclosures

**Client's Acceptance and Acknowledgment:**

Client agrees that in the event that the Client is a corporation, an authorized officer of the corporation shall execute this agreement together with individual parties who shall be responsible in the same manner as the corporation.

I, the undersigned, have read this proposal and attached limiting conditions and underlying assumptions, understand its content, and hereby authorize Joshua Cannon & Associates, Inc. to proceed as described herein.

  
Debi Lee, Village of Ruidoso

February 26, 2019  
Date





## **Sanitary Sewer System Repair-Rehabilitation Project DR1783-PW155**

### **Restoration of Existing Sewerlines and Manholes Phase**

The changes to the Scope of Work (SOW) have been completed. Although SAK submitted all the CCTV recordings, there remains six outstanding items that need to be addressed. Additional changes may be identified after receiving a response, but the summary thus far is as follows:

#### Village of Ruidoso (VOR)

• Manholes	-\$ 96,470.00
• Sewers	-\$456,382.50
• Point Repairs	<u>-\$194,105.00</u>
• Total	-\$746,957.50

#### City of Ruidoso Downs (CORD)

• Manholes	+\$ 14,000.00
• Sewers	+\$244,221.00
• Point Repairs	<u>+\$ 21,690.00</u>
• Total	+\$279,951.00

Manholes to be raised:

• Approved	+\$ 48,720.00
------------	---------------

**Net Project Total**                    **-\$418,286.50**

### **Survey Update**

1. Restoration of Existing Sewer Lines and Manholes – Surveys for the 18 Easements have been completed.
2. Lift Stations and Force Mains – Surveys for the 8 Easements have been completed
3. Hazard Mitigation/Stabilization of Sewer Lines – 102 Estimated Easements to obtain

There are 40 location sites that were identified to be re-surveyed. Molzen Corbin has received 7 of the 40 topographic surveys.

Precision Surveys' target dates are as follows:

2/28	Topographic Field Work Completed
3/31	Topographic Mapping Completed
4/30	Easement Work Completed

2/4/20

Surveyors are behind due to fieldwork and weather delays. Larry Medrano with Precision informed Molzen Corbin that his personnel have been working weekends to complete the work as quickly as possible. It is now estimated that the survey work will be completed the end of March 2020.

Molzen provided an updated schedule for design and project markers:

11/20/19-5/2/20	Design Modification
8/3/20	Advertise for Bids
11/2/20	Start Construction
6/1/22	Final Completion

This schedule is contingent upon the following:

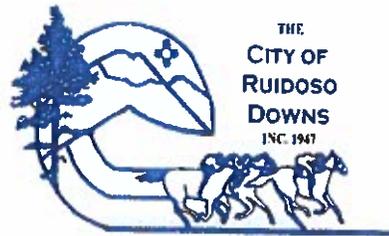
- Delivery of topographic mapping and easements according to the current schedule
- Easement acquisition
- USACE and NMED Permitting

High Water Mark is now performing "ground truth" for trees in the 40 location sites which is the last piece needed for Molzen Corbin to complete design.

### **EA Update**

The Public Comment period for the Environmental Assessment process was closed on January 27, 2020. The VOR formally responded to the received public comments on January 31, 2020. Now that the VOR has formally responded to the two public comments received during the Public Comment period for the Environmental Assessment, the next step is the logistical process of FEMA processing a Finding of No Significant Impact (FONSI) for the FEMA Sewerline Project. Regarding the historic structures near or around the project area, FEMA's Historic Preservation staff have indicated that they are making the recommendation that the project will have no effect to the historic structure will be included as part of the Section 106 consultation between FEMA and NM Historic Preservation Department (NMHPD). All the requested deliverables for the historic preservation reviews were submitted and received on January 7, 2020. Technically, the State Historic Preservation Office (SHPO) only has 30 days to respond once the lead federal agency submits the report and that period was completed on February 6, 2020. Since early in January 2020, the VOR has not received any other requests for information or comments regarding the historical report. FEMA has communicated via phone calls and emails that they will need approximately 15 days to complete the logistical paperwork to formalize a FONSI determination and to get that FONSI determination to the VOR after the Public Comment period has completed and all the final comments have been addressed, which has already occurred. VOR staff and High Water Mark continue to monitor and communicate with FEMA and NMDHSEM on the documentation for the FONSI determination.





# AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

**To:** Joint Use Board Members  
**Presenter:** Isaac Garcia, RWWTP Director  
**Meeting Date:** February 19, 2020

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

6

**Re:** Monthly Report on the Regional Wastewater Treatment Plant.

**Item Summary:**

Monthly Report on the Regional Wastewater Treatment Plant.

**Item Discussion:**

Report provided by Isaac Garcia for information purposes only.

**Recommendations:**

N/A.

**Required Approvals of Agenda Memorandum and Back-Up Documentation:**

  
Bertha De Los Santos, MMC  
Deputy Clerk  
(Received on: 2/13/20 2:00 pm)  
Date Time

**RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY  
MONTHLY RECORD FOR INFLUENT AND EFFLUENT**

<u>Name</u>	<u>Limits</u>	<u>30 day avg</u>	<u>Description</u>
Flows (MGD)			Treated Effluent Leaving To The Rio-Ruidoso in Million Gallons per Day (MGD)
TEMP (Celsius) °			Temperature of Effluent Leaving Facility
pH	6.6 - 8.8		pH of Effluent Leaving the Facility
D.O. (mg/l)			Dissolved Oxygen in Effluent Leaving to the Rio-Ruidoso
TSS (mg/l)	0 - 18.6		Total Suspended Solids in Effluent Leaving to the Rio-Ruidoso
BOD5 (mg/l)	0 - 30		Bio-Chemical Oxygen Demand is a 5 Day Test which determines the Food & D.O Leaving to the Rio-Ruidoso
E.COLI (cfu/100 ml)	0 - 126		Concentration of E.Coli Bacteria in Colony Forming Units per 100 mls of Effluent
TRC (ug/L)	0 - 11		Total Residual Chlorine Concentration of Effluent Leaving to the Rio-Ruidoso in Micrograms per Liter (ug/l)
FOG (mg/L)	0 - 40		Fats, Oils and Grease Concentration Sampled from a Designated Area
VSS (mg/L)			Volatile Suspended Solids are Organic (Living) Solids that can be burned off in a 550°C Muffle Furnace
VOL %			Percent Volatile is the amount of Organic (Living) Material in the Influent Stream. The Higher the Better
% Removal	> 85%		TSS Coming into the Facility, Minus TSS Leaving Facility, divided by TSS Coming into the Facility, X 100 = % Removal (Plant Performance)

**RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY  
MONTHLY RECORD FOR INFLUENT AND EFFLUENT**

<u>DATE</u>	<u>DAY</u>	<u>FLOW</u>	<u>TEMP.</u>	<u>pH</u>	<u>EFFLUENT</u>							
					<u>D.O.</u>	<u>T.S.S.</u>	<u>BOD5</u>	<u>E. COLI</u>	<u>TRC ug/L</u>	<u>INF. T.S.S.</u>	<u>INF. BOD5</u>	
01/01/20	Wed	1.80	13.8	7.13	5.82					0		
01/02/20	Thu	1.87	13.5	7.03	5.70					1		
01/03/20	Fri	1.77	13.7	6.92	6.15					0		
01/04/20	Sat	1.74	13.6	6.80	5.94					0		
01/05/20	Sun	1.74	13.5	7.20	6.02					2		
01/06/20	Mon	1.71	13.6	6.80	6.15					2		
01/07/20	Tue	1.60	13.1	7.10	6.24					0		
01/08/20	Wed	1.56	13.1	7.14	6.67	0.40	1.15		<1.0	0		
01/09/20	Thu	1.49	13.4	7.00	6.65					0	348.0	290.9
01/10/20	Fri	1.33	13.2	7.05	6.61					0	VSS 306.9	pH 7.35
01/11/20	Sat	1.42	13.3	7.06	6.76	0.40	1.15		<1.0	0	VOL.88.2%	TEMP. 13.6
01/12/20	Sun	1.50	12.6	7.34	6.83					0	99.9	99.6
01/13/20	Mon	1.47	13.4	7.10	6.71					0	%removal	%removal
01/14/20	Tue	1.30	13.6	7.28	6.80					0		
01/15/20	Wed	1.22	13.6	7.09	6.73					0		
01/16/20	Thu	1.30	13.4	7.01	6.90					0		
01/17/20	Fri	1.35	13.3	7.16	6.69					0		
01/18/20	Sat	1.43	13.1	7.34	6.39					0		
01/19/20	Sun	1.55	13.0	7.41	6.42					0		
01/20/20	Mon	1.53	13.3	7.10	6.58					0		
01/21/20	Tue	1.54	13.2	7.08	6.25					0		
01/22/20	Wed	1.46	13.3	7.13	6.71	0.63	1.47		0.5	3		
01/23/20	Thu	1.31	13.5	7.07	6.68					0	206.4	205.3
01/24/20	Fri	1.25	13.3	6.90	6.93					0	VSS 178.6	pH 7.39
01/25/20	Sat	1.43	13.4	7.10	6.63	0.63	1.47		0.5	0	VOL.86.5%	TEMP. 11.7
01/26/20	Sun	1.47	12.9	6.93	6.55					0	99.7	99.3
01/27/20	Mon	1.48	13.6	7.19	6.52					0	%removal	%removal
01/28/20	Tues	1.28	13.5	7.12	6.53					0		
01/29/20	Wed	1.22	13.4	7.12	6.73					0		
01/30/20	Thu	1.24	13.4	7.17	6.74					0		
01/31/20	Fri	1.25	13.3	6.92	6.64					0		
<b>MONTHLY AVG.</b>		<b>1.47</b>				<b>0.52</b>	<b>1.31</b>		<b>0.25</b>			

**RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY  
MONTHLY RECORD FOR FOG RESULTS**

**FOG RESULTS**

**Mescalero, New Mexico**

<u>Collection Date</u>	<u>N-Hexane Extractable</u>	<u>Location</u>
1/16/2020	52.4	IMG - Carrizo Canyon
1/16/2020	26.7	Palmer Loop Manhole, Mescalero
1/16/2020	42.6	Apache Travel Center

**FOG RESULTS (RWWTP - INFLUENT)**

**Ruidoso Downs, New Mexico**

<u>Collection Date</u>	<u>N-Hexane Extractable</u>	<u>Location</u>
1/16/2020	42.6	Wastewater Treatment Plant

## Manager's Report - RWWTP

Flows - Average: Millions of Gallons per Day  
Influent - January Yearly Comparison

2012	1.43
2013	1.25
2014	1.36
2015	1.34
2016	1.44
2017	1.28
2018	1.21
2019	1.37
2020	1.24

Influent - January Yearly Comparison



## Manager's Report - RWWTP

Flows - Average: Millions of Gallons per Day

Effluent - January Yearly Comparison

2012	1.74
2013	1.58
2014	1.56
2015	1.58
2016	1.70
2017	1.41
2018	1.55
2019	1.61
2020	1.47

Effluent - January Yearly Comparison



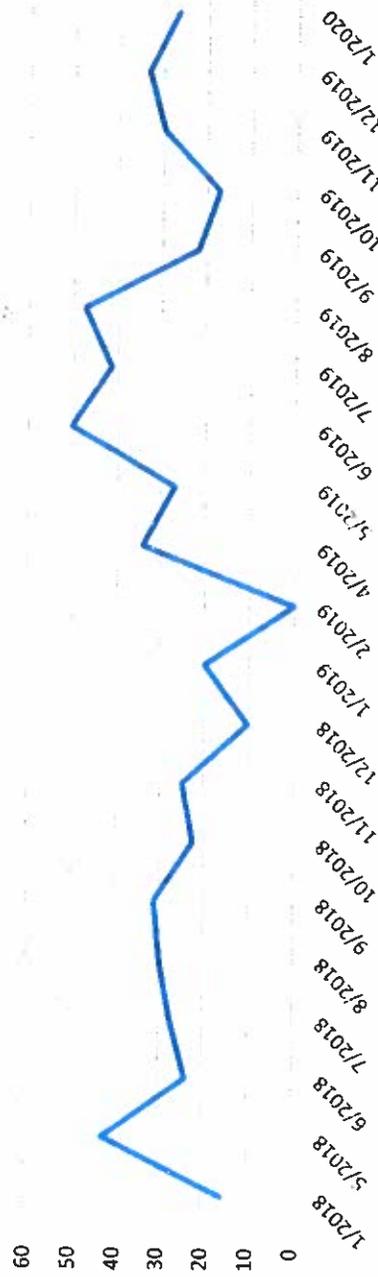
# Manager's Report - RWWTP

## FOG Results - Palmer Loop

January 2020

Collection Month/Year	Results
1/2018	15.8
5/2018	42.8
6/2018	24.0
7/2018	27.5
8/2018	29.9
9/2018	31.2
10/2018	22.4
11/2018	24.9
12/2018	10.3
1/2019	20.0
2/2019	ND
4/2019	34.2
5/2019	27.0
6/2019	50.5
7/2019	41.6
8/2019	47.6
9/2019	22.0
10/2019	17.3
11/2019	29.7
12/2019	33.4
1/2020	26.7

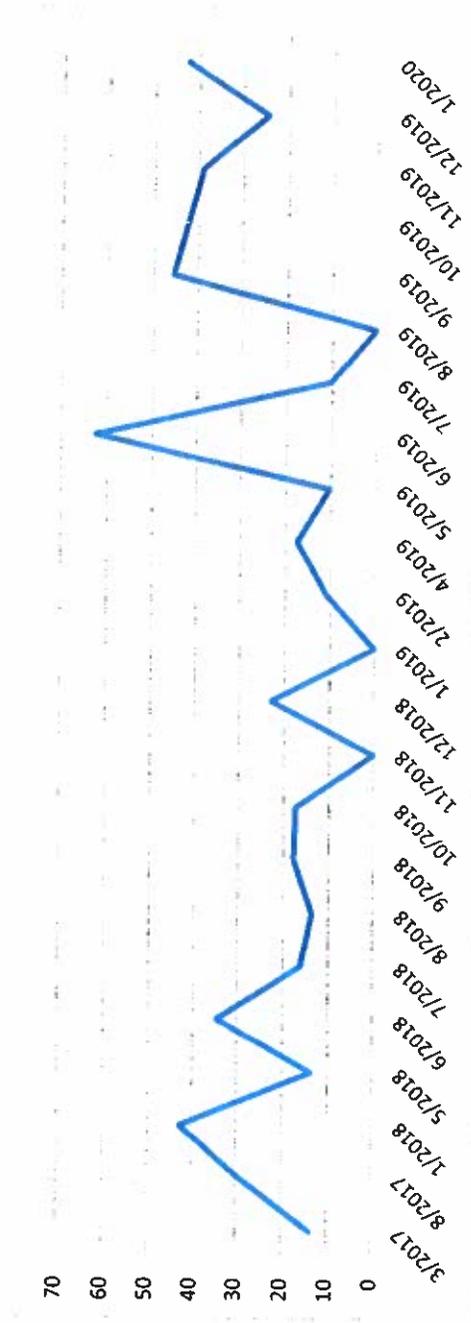
Palmer Loop



**Manager's Report - RWWTP**  
**FOG Results - Apache Travel Center**  
**January 2020**

Collection Month/Year	Results
3/2017	13.6
8/2017	29.1
1/2018	42.8
5/2018	13.6
6/2018	34.5
7/2018	16.1
8/2018	13.6
9/2018	17.8
10/2018	17.4
11/2018	ND
12/2018	23.0
1/2019	ND
2/2019	10.9
4/2019	17.5
5/2019	10.3
6/2019	62.7
7/2019	10.3
8/2019	0.0
9/2019	45.6
10/2019	42.3
11/2019	38.9
12/2019	24.6
1/2020	42.6

Apache Travel Center



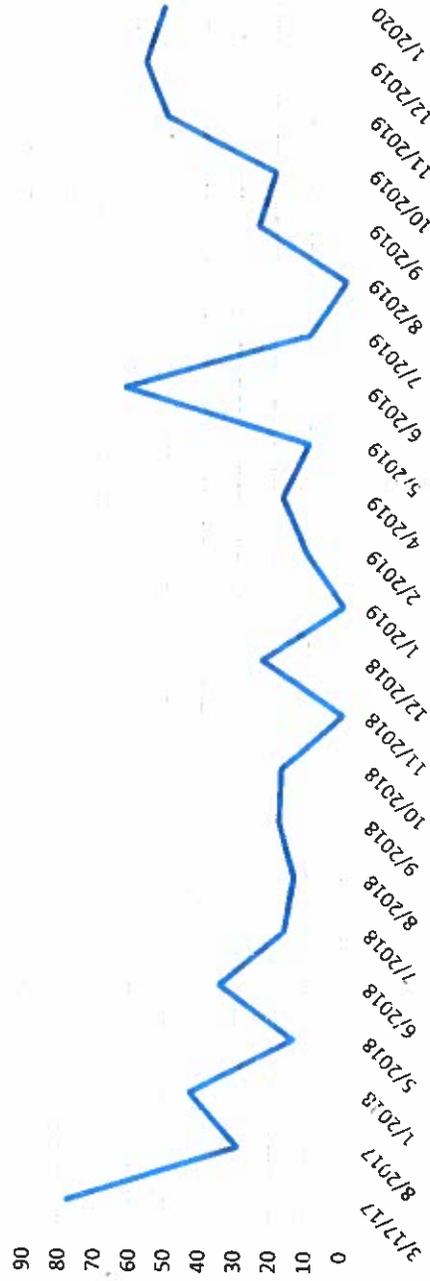
# Manager's Report - RWWTP

## FOG Results - Inn of The Mountain Gods (IMG)

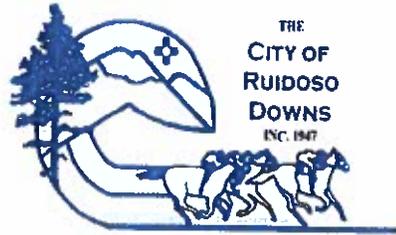
January 2020

Collection Month/Year	Results
3/17/17	77.8
8/2017	29.1
1/2018	42.8
5/2018	13.6
6/2018	34.5
7/2018	16.1
8/2018	13.6
9/2018	17.8
10/2018	17.4
11/2018	0.0
12/2018	23.0
1/2019	0.0
2/2019	10.9
4/2019	17.5
5/2019	10.3
6/2019	62.7
7/2019	10.3
8/2019	0.0
9/2019	24.9
10/2019	20.3
11/2019	51.1
12/2019	57.6
1/2020	52.4

Inn Of The Mountain Gods







# AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

**To:** Joint Use Board Members  
**Presenter:** Isaac Garcia, RWWTP Director  
**Meeting Date:** February 19, 2020

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

**Re:** Presentation on Improvement Plan for the Regional Wastewater Treatment Plant.

**Item Summary:**

Presentation on Improvement Plan for the Regional Wastewater Treatment Plant.

**Item Discussion:**

Presentation on Improvement Plan, which will be included in the Comprehensive Master Plan.

**Recommendations:**

N/A.

**Required Approvals of Agenda Memorandum and Back-Up Documentation:**

Bertha De Los Santos, MMC  
Deputy Clerk

(Received on: 2/13/20 3:00 pm.)  
Date Time



Improvement Plan

Date: 1/02/20

Department: Ruidoso/Ruidoso Downs Regional Waste Water Treatment Plant

Director: Isaac Garcia

Purpose: DEPARTMENTS SHALL CREATE 5 STRATEGIC PLAN ITEMS

COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Natural Resources Goal 1 Policy 1.1, Action 1.1.A Parks and Recreation Goal 1, Action 1.1.F	Maintain Effluent Quality	Department Director, Chief Plant Operator	Daily Operations, Daily and Monthly Lab testing, Chemicals for Filter Cleans	01/02/2020	12/31/2020
<p><b>DESCRIPTION:</b> The Facility must meet all TMDL's (Total Maximum Daily Loads) on the NPDES permit issued by the EPA 365 days a year. This will be achieved with careful operations, Daily and Monthly Lab Testing, and filter chemical/manual cleans when needed.</p>					

COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Natural Recourses Goal 1 Policy 1.1, Action 1.1.A, 1.1.G Goal 3 Policy 3.1, Action 3.4.B Water Recourses Goal 2 Policy 2.1, Action 2.1.A	Develop and implement Class A Sludge Management Plan	Department Director, Chief Plant Operator	In house lab Testing, Contract Lab testing,	01/02/2020	12/31/2022
<b>DESCRIPTION:</b>					
The Facility is currently producing Class B Sludge and is working to get to Class A Sludge. The purpose of this plan is so that there are no restrictions as to how the Sludge is used and applied.					

COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Natural Recourses Goal 1 Policy 1.1, Action 1.1.A Community Services Goal 1 policy 1.1, Action 1.1.B Utilities Policy 1.2, Action 1.2.C	Develop Spare Parts / Asset management program	Department Director, Chief plant operator, Staff, Watershed and Water Rights Director, Water Resource Specialist	Spare Parts, Maintenance Logs and Records,	01/02/2020	12/31/2022
<b>DESCRIPTION:</b> Develop official asset management plan. Have a complete set of spare parts for every Major Component of the facility to stay in Operation in case of part failure. Continued Maintenance of every piece of Equipment at the facility is vital for a successful asset management program.					

COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Economic Development Goal 1 Policy 1.1, Action 1.3.C Land Use Goal 6 Policy 6.1 Community Services Goal 1 Action 1.1.B, 1.1.F	Implement digital Work Order System	Watershed and Water Rights Director, Department Director, Chief Plant Operator, Water Resource Specialist	Cityworks Software, Tablets, WI-FI	01/02/2020	12/31/2020
<b>DESCRIPTION:</b>  Implement and tie Cityworks, work order system into asset management program in 2020. This system should help keep better track of maintenance schedules, inventory and replacements of assets at the Facility.					

COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
<p>Natural resources            Goal 1 Policy            1.1, Action            1.1.A            Land Use Goal 2            Policy 2.1            Housing            Goal 1            Policy 1.1,            Action 1.1.D            Community            Services            Goal 3, Action            3.2.B            Utilities            Goal 1 Policy            1.2, Goal 2            Policy 2.1,            Action 2.1.A,            Goal 4 Policy            4.1</p>	<p>Develop 5 year plan to expand plant operations into the last two trains (basins) in conjunction with sewer line extensions implemented by the JUB</p>	<p>Department            Director, Chief            plant operator,            Finance</p>	<p>Engineering quotes</p>	<p>01/02/2020</p>	<p>12/31/2025</p>
<p><b>DESCRIPTION:</b></p> <p>As the Village and the City of Ruidoso Downs connect on sight septic systems and continue with the sewer line relocation project the plant will more than likely see higher concentrations of sewage coming into the facility as there will be a decrease of infiltration to dilute the sewage. Therefore, now would be a good time to gradually start getting the two future trains at the facility in operation, as this addition would add an extra million gallons of capacity of treatment. This is a 5 year plan.</p>					