

### REGULAR COUNCIL MEETING AGENDA MONDAY, FEBRUARY 24, 2025 - 5:30 PM

### THE HUBBARD ROOM 123 DOWNS DRIVE RUIDOSO DOWNS, NEW MEXICO 88346

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. APPROVAL OF AGENDA
- 5. APPROVAL OF CONSENT AGENDA

### (The consent agenda is approved by a single motion.)

A. \*APPROVAL OF GOVERNING BODY MINUTES

\*February 10, 2025, Regular Meeting Minutes

B. \*APPROVAL OF MONTHLY REPORTS

\*Municipal Court Monthly Report January 2025

- 6. COUNCILORS COMMENTS
- 7. MAYORS COMMENTS
- 8. PUBLIC HEARING:
- 9. UNFINISHED BUSINESS
  - A. Renewal of Cooperative Agreement and Lease Ruidoso Downs Senior Center between the City of Ruidoso Downs and Lincoln County.
- 10. NEW BUSINESS
  - A. Resolution 2025-02, a Resolution Requesting a Time Extension on NM DOT Funded Project HW2L200619 for Harris Lane Improvements.
  - B. Personnel Recommendation to hire Ernesto Nevarez for the Position of Community Service Officer for the Police Department.
  - C. Personnel Recommendation to hire David Pendergrass as an Uncertified Police Officer for the Police Department.
  - D. Personnel Recommendation to hire Phillip Wall as a Certified Police Officer for the Police Department.

### 11. ADJOURNMENT

If you are an individual 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 City Clerk's office at least one week prior to the meeting or as soon as possible.

### **CITY OF RUIDOSO DOWNS**

APPROVAL OF GOVERNING BODY MINUTES -

To: Mayor Holman and Councilors

Presenter(s): City Clerk/Treasurer

Meeting February 24, 2025

Date:

Re: \*February 10, 2025, Regular Meeting Minutes

### Item Summary:

Approval of Governing Body Minutes February 10, 2025, Regular Council Meeting

### Financial Impact:

This item has no financial impact.

### **Recommendations:**

To approve, February 10, 2025, Regular Meeting Minutes.

### ATTACHMENTS:

Description February 10, 2025, Regular Meeting Minutes

### CITY OF RUIDOSO DOWNS CITY COUNCIL REGULAR MEETING MINUTES THE HUBBARD ROOM, CITY HALL MONDAY, FEBRUARY 10, 2025

### CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Holman called the meeting to order at 5:30 p.m. and Councilor Baber led the Pledge of Allegiance.

### ROLL CALL

Present: Councilor Proctor, Councilor Baber, Councilor Miller, Councilor Lacewell

### **Municipal Employees Present:**

H. John Underwood, City Attorney Alejandra L. Giron, City Clerk/Treasurer Joe Commander, Police Chief

### APPROVAL OF AGENDA

Councilor Miller moved to approve the agenda as presented. Councilor Baber seconded and upon a roll call vote of all voting "aye" the motion passed.

### APPROVAL OF CONSENT AGENDA

A. \*APPROVAL OF GOVERNING BODY MINUTES \*January 27, 2025, Regular Meeting Minutes

Councilor Lacewell moved to approve the Consent Agenda. Councilor Miller seconded and upon a roll call vote of all voting "aye" the motion passed.

### PUBLIC INPUT

The following voiced their comments: Beth Miller

### **COUNCILORS COMMENTS**

The following voiced their comments: Councilor Lacewell Councilor Miller Councilor Proctor

### MAYORS COMMENTS

There were no Mayor's comments.



### **NEW BUSINESS**

**A.** Renewal of Cooperative Lease Agreement between the City of Ruidoso Downs and Lincoln County.

Councilor Proctor moved to Postpone the Renewal of the Cooperative Lease Agreement between the City of Ruidoso Downs and Lincoln County to the next meeting, February 24, 2025, to allow Councilor Baber the opportunity to review the city's costs over the past 10 years; Councilor Baber seconded, and upon a roll call vote of all voting "aye," the motion passed.

### **ADJOURNMENT**

There being no further business to come before the Governing Body, Mayor Holman adjourned the regular meeting at 6:05 p.m.

Passed and Approved on this 24<sup>th</sup> day of February 2025.

Dean Holman, Mayor

**ATTEST:** 

Alejandra Giron, Clerk/Treasurer



### **CITY OF RUIDOSO DOWNS**

APPROVAL OF MONTHLY REPORTS -

To: Mayor Holman and Councilors

Presenter(s): Court Administrator

Meeting February 24, 2025

Date:

Re: \*Municipal Court Monthly Report January 2025

### Item Summary:

### Financial Impact:

### **Recommendations:**

### ATTACHMENTS: Description

Municipal Court Monthly Report January 2025



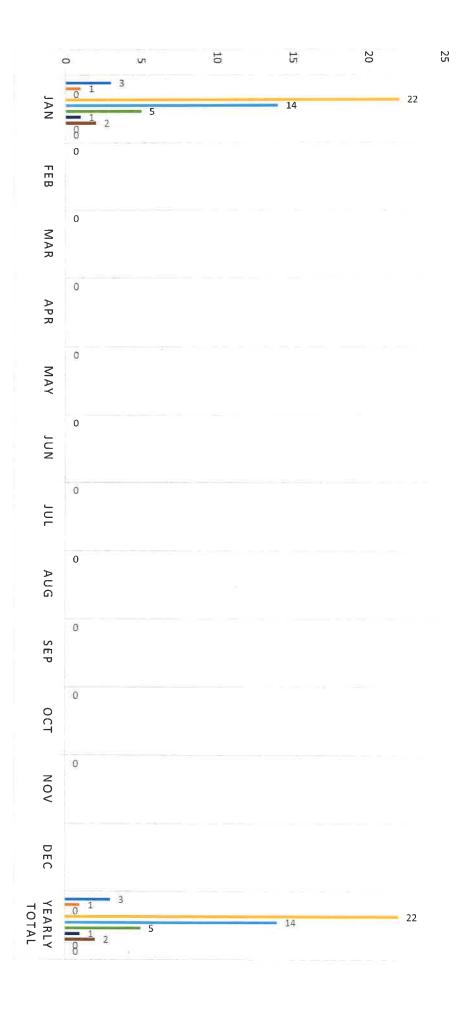
# **MONTHLY REPORTS 2025**



WARRANTS ISSUED
 SCHEDULED DOCKET
 CASES HEARD OUTSIDE COURT HRS
 DISMISSALS - NOT TURNED IN

WARRANTS REISSUED
 CASES HEARD
 WEDDINGS

D.L. CLEARED
 P-TRIALS & TRIALS
 DISMISSALS - OFFICER NO SHOW



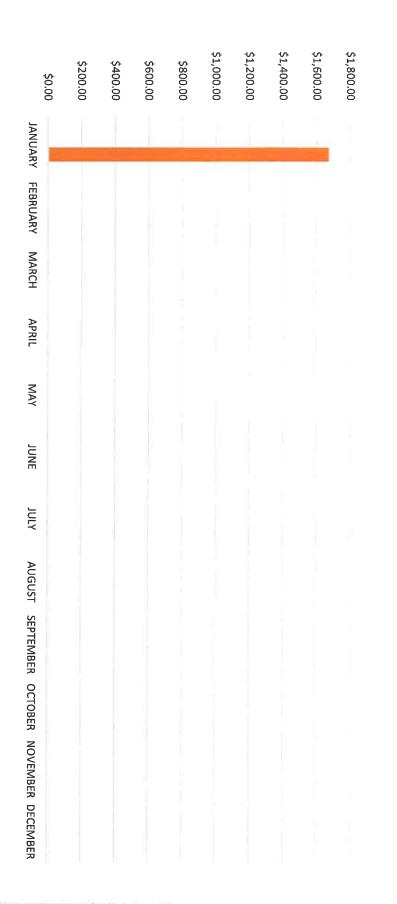
### MUNICIPAL COURT REPORT

	FINES COLLECTED \$	SURCHARGES COLLECTED \$			CTED	SURCHARGES COLLECTED	2025 J
\$4,557.50	\$3,368.50	\$1,189.00	JANUARY	\$2,887.05	\$2,687.00	\$200.05	JANUARY
		\$1,001.90	$\prec$	\$0.00			FEBRUARY
\$3,275.32	\$2,347.32	\$928.00	MARCH	\$0.00			MARCH
		\$1,362.00	APRIL	\$0.00			APRIL
\$1,789.00	\$1,355.00	\$434.00	MAY	\$0.00			MAY
\$2,707.49	\$1,786.49	\$921.00	JUNE	\$0.00			JUNE
100.0	\$2,543.01	\$345.50	JULY	\$0.00			JULY
\$1,925.00	\$1,606.00	\$319.00	AUGUST	\$0.00			AUGUST
\$2,225.50	\$1,752.50	\$473.00	SEPTEMBER	\$0.00			SEPTEMBER OCTOBER NOVEMBER DECEMBER
\$945.75	\$858.75	\$87.00	OCTOBER	\$0.00			OCTOBER
\$1,163.00	\$275.00	\$888.00	NOVEMBER	\$0.00			NOVEMBER
\$0.00			DECEMBER	\$0.00			DECEMBER
\$31,313,82	\$23,365.42	\$7,948.40	SEPTEMBER OCTOBER NOVEMBER DECEMBER YEARLY TOTAL	\$2,887.05	\$2,687.00	\$200.05	YEARLY TOTAL

\$1,670.45											\$1,670.45	Decrease
\$0.00											\$0.00	Increase
DECEMBER YEARLY TOT.	NOVEMBER	OCTOBER	SEPTEMBER	AUGUST	JULY	JUNE	MAY	APRIL	MARCH	FEBRUARY	JANUARY	

\*\* NEW ORDINANCE FEES APPROVED ON 8/26/2024\*\*

Series1 Series2

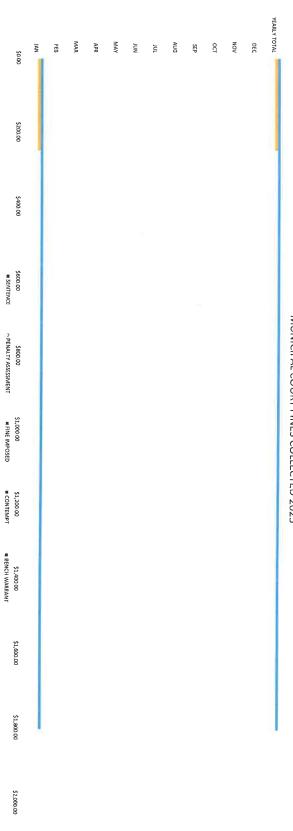


MUNICIPAL COURT REPORT

# **MUNICIPAL COURT FINES COLLECTED 2025**

\$2,050.50	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,050.50	TOTAL
\$1,802.50				N. C. L.				i o				\$1,802.50	SENTENCE
\$248.00												\$248.00	PENALTY ASSESSMENT
\$0.00												\$0.00	FINE IMPOSED
\$0.00												\$0.00	CONTEMPT
\$0.00												\$0.00	BENCH WARRANT
YEARLY TOTAL	DEC	NON	OCT	SEP	AUG	JUL	NUL	MAY	APR	MAR	FEB	JAN	

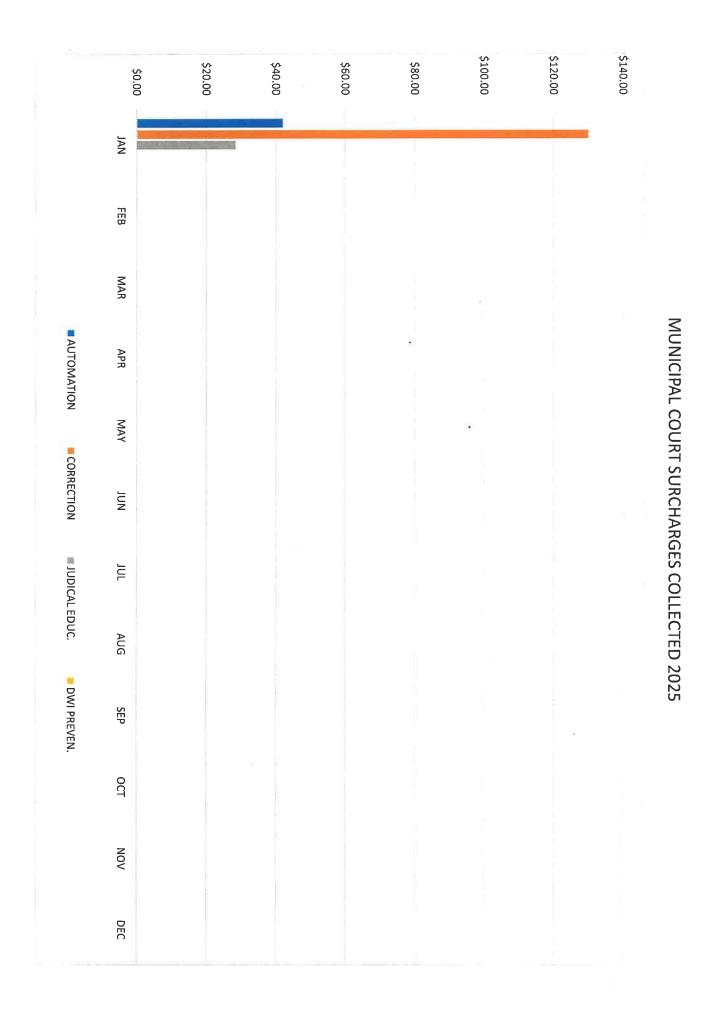




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## **MUNICIPAL COURT SURCHARGES COLLECTED 2025**

\$200.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.50	TOTAL
\$0.00													SLF-INTOX
\$0.00	an an										- Internet		DWI PREVEN.
\$28.50	1					Number of Street				N. LINE IN CO.		\$28.50	JUDICAL EDUC.
\$130.00												\$130.00	CORRECTION
\$42.00			N.S. L. T. E.							The second		\$42.00	AUTOMATION
YEARLY TOTA	DEC	NON	OCT	SEP	AUG	JUL	NUL	MAY	APR	MAR	FEB	JAN	



**CASES BY DEPARTMENT 2025** 

JAN       FEB       MAR       APR       MAY       JUN       JUL       AUG       SEP       NOV       DEC       YEARLY TOTAL         POLICE DEPARTMENT       0														
POLICE DEPARTMENT 0   PLANNING & ZONING 0   ANIMAL CONTROL 0   0 0		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NON	DEC	YEARLY TOTAL
PLANNING & ZONING 0   ANIMAL CONTROL 0   0 0	POLICE DEPARTMENT	0												0
ANIMAL CONTROL 0 0 0 0 0 0 0	PLANNING & ZONING	0												0
TOTAL 0 0	ANIMAL CONTROL	0												0
	TOTAL	0												0





### **CASES BY OFFICER 2025**

OFFICER	JAN	FEB	MAR APR MAY JUN JUL AUG	APR	MAY	NUL	JUL	AUG	SEP	OCT	NON	DEC	YEARLY TOTAL
C. COMMANDER	0												
DC HANNA	0												
MARION	0												
OFFICER1													
OFFICER2													
OFFICER3													
TOTAL:	0	0	0	0	0	0	0	0	0	0	0	0	

City of Ruidoso Downs

Receipt Dates: 01/01/2025 - 01/31/2025 Payment Register -

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Feb 10, 2025 4:27PM Page: 4

Tremmus	<b>9qy</b> T	<b>Tayment</b>

2,577.20	00.	2,577.20	Grand Totals:
525.25	00.	525.25	Total GL Combined Deposit Q
102.501	00*	105.501	Court-Money Order
97.911	00*	92.911	Соид-Сhecks
			GL Combined Deposit Q
36.986,1	00.	56.986,f	O fisoded benidmod Je lotoT
96.986,↑	00-	986'J	Court-Credit Card
			GL Combined Deposit O
368.00	00.	368.00	Total GL Combined Deposit K
368.00	00.	368.00	Court-Cash
			GL Combined Deposit K
19N	раларана Срапде	jnuomA	Payment Type

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### Page: 5 Page: 5

### Payment Register -Receipt Dates: 01/01/2025 - 01/31/2025

### City of Ruidoso Downs

<u>User Summary</u>

2,577.20	00.	Grand Totals:
2,577.20	00.	Callie Maldonado
fnuomA	ebnedO	User

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### **CITY OF RUIDOSO DOWNS**

UNFINISHED BUSINESS - A.

To: Mayor Holman and Councilors

Presenter(s): Mayor

Meeting February 24, 2025

Date:

**Re:** Renewal of Cooperative Agreement and Lease Ruidoso Downs Senior Center between the City of Ruidoso Downs and Lincoln County.

### Item Summary:

On February 10, 2025, the Governing Body convened for a Regular Session and unanimously voted to postpone the agenda item to the next meeting scheduled for February 24, 2025. This postponement will provide Councilor Baber with additional time to review the city's costs over the past 10 years.

### Financial Impact:

### **Recommendations:**

To approve, Renewal of Cooperative Agreement Lease Ruidoso Downs Senior Center between the City of Ruidoso Downs and County of Lincoln.

### ATTACHMENTS:

### Description

Renewal of Cooperative Lease Agreement between the City of Ruidoso Downs and County of Lincoln.pdf 2.12.25

### CITY OF RUIDOWN DOWNS AMENDED AGENDA BRIEFING MEMORANDUM

### **City Council Meeting Date: February 10, 2025**

- Request By: John Underwood. Place the discussion of Renewal of Lease Agreement with County for Senior Citizens Center.
- Date: February 5, 2025
- SUBJECT: Discussion and Possible Action of Renewal of Lease Agreement with County for Senior Citizens Center

The Lease Agreement between the County and the City expired January 31, 2025. Pursuant to Paragraph 16, the Lease continues on the same terms and conditions after expiration on a month-to-month basis.

However, I would recommend that the Lease be renewed upon the same terms and conditions except do it on an annual basis as the Accounting Rules have changed.

I have attached hereto a copy of the current Lease as well as the Renewal for your review and possible approval.

### RENEWAL OF COOPERATIVE AGREEMENT AND LEASE RUIDOSO DOWNS SENIOR CENTER

THIS AGREEMENT entered into on this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2025, by and between the CITY OF RUIDOSO DOWNS, a New Mexico Municipal Corporation, whose address is Post Office Box 348, Ruidoso Downs, New Mexico, 88346, hereinafter referred to the "City" and the COUNTY OF LINCOLN, whose address is Post Office Box 711, Carrizozo, New Mexico, 88301, hereinafter referred to as the "County."

### WITNESSETH:

WHEREAS, the parties hereto previously entered into a Cooperative Agreement and Lease

(Lease), dated January 12, 2015, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, said Lease expired on January 31, 2025; and

WHEREAS, the parties hereto desire to renew said Cooperative Agreement with the following changes.

NOW THEREFORE, the parties agree as follows:

1. The Lease shall be renewed upon the same terms and conditions except for the following changes:

a. Paragraph 3 shall be amended to read as follows:

3. The terms of this Lease shall be for twelve (12) months beginning February 1, 2025, and terminated as provided herein. The County shall have possession and occupancy of the premises effective February 1, 2025.

b. Paragraph 4 shall be amended to read as follows:

The County agrees to pay as rental the sum of One Dollars (\$1.00) for the 4. annual rental.

Paragraph 10 shall be amended to read as follows: c.

10. Both parties agree that this Lease may be terminated at any time by giving the other party written notice of such termination providing for thirty (30) days notice. Upon such termination, the County shall deliver the possession to the City. The County shall then deliver all keys to the premises to the City.

2. All other4 terms and conditions of said Lease shall be incorporated herein except those amended in Paragraph 1 above.

IN WITNESS HEREOF, the parties hereto set their hands and seals on the date and year first written above.

C VCITY OF RUIDOSO

Dean Holman, Mayor

ATTEST:

ATTEST:

Randall Camp, County Manager

Alejandra Giron, City Clerk

Shannan Hemphill, County Clerk

By:

COUNTY OF LINCOLN

By:

### COOPERATIVE AGREEMENT AND LEASE RUIDOSO DOWNS SENIOR CITIZENS CENTER

THIS AGREEMENT, entered into this 12 day of 11, 2015, by and between the CITY

OF RUIDOSO DOWNS, a New Mexico municipal corporation, whose address is P. O. Box 348,

Ruidoso Downs, New Mexico, 88346, hereinafter referred to as "City," and THE COUNTY OF

LINCOLN, whose address is P. O. Box 711, Carrizozo, New Mexico, 88301, hereinafter referred

to as "County."

62

1. City does hereby lease and the County does hereby take as Lessee the property commonly known as "THE RUIDOSO DOWNS SENIOR CITIZENS' CENTER."

2. The premises shall be used by the County for the purpose of conducting all those activities usual and necessary for the operation of a senior citizen's center, including, but not limited to, the "Meal Site Program." The County shall have complete management of the leased property, providing that it shall also continue to be made available to the general public for civic-type meetings. All public civic-type meetings shall be scheduled and approved by County and the use of said facilities shall be at a reasonable charge to the user and/or to the general public for cleaning.

It is understood that the cooking area is not part of the premises which is open to the public and the City shall abide by the strict federal requirements restricting public access to that area.

City shall be responsible for insuring that the subject property is in compliance with the Americans with Disabilities Act, and shall bear all costs in connection with bringing said property into compliance with all requirements of the Americans with Disabilities Act.

The County shall comply with all Federal, State, Municipal and other laws, ordinances, rules and regulations applicable to the premises and business conducted therein by the County.

City shall notify the county at least two (2) days in advance of any City or civic planned activities and unless County object to same in writing within twenty-four (24) hours on grounds that said activity will interfere with normal Senior Center meals, said activity will be allowed.

3. The term of this Lease shall be for a period of ten (10) years beginning on January 31, 2015 and ending on January 31, 2025 both dates inclusive, unless sooner terminated as provided herein. The County shall have possession and occupancy of the premises on January 31, 2015. The County shall have the option of renewing this Cooperative Agreement and Lease under the same terms and conditions as herein set forth in the original basic term, provided that the

-	EXHIBIT	
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<b>*</b>	.1	-

County fully and faithfully performed all the County's duties and obligations during the original basic term.

4. As consideration for the Lease, the County agrees to pay City a rental in the sum of One and No/100 Dollars (\$1.00) for the initial ten (10) year period.

5. All notices required or permitted to be given hereunder shall be considered properly given upon delivering the notice in writing to the party to be notified, or mailing the notice by registered or certified mail, return receipt requested to the party to be notified at such party's address set forth below, or such other address as the party to be notified may have designated by previous written notice to the other.

Notice may be sent to the County and City at the addresses first set forth above. The person authorized to act for City for the purpose of receiving notices and demands shall be the City Clerk at the referenced address. The person authorized to act for the County shall be the County Manager at the referenced address.

6. City shall be responsible for paying for water, sewer, and garbage service provided to the premises. The County shall be responsible for any other utility service used in, rendered or supplied to the premises throughout the term of this Lease.

7. The County, upon payment of the rent herein reserved and upon the performance of all the terms of this Lease, shall at all times during this Lease term and during any extension or renewal term peaceably and quietly enjoy the leased property without any disturbance from City or from any other person claiming through City.

8. City reserves the right to utilize the building for City-related functions as long as said function does not interfere with normal senior Center meal operations.

9. City and its representatives may enter the leased property, at any reasonable time, for the purpose of inspecting the leased property, performing any work which City elects to undertake made necessary by reason of the County's default under the terms of this Lease, showing the leased property for sale, lease, or mortgage financing or posting notices of non-responsibility under any mechanic's lien law.

10. Upon termination or expiration of this Lease, the County shall immediately deliver possession of the premises to City. The County shall also deliver all keys to the premises to City.

11. The County shall not assign this Lease, nor sublet the premises, or any part thereof, nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purposes than as above stipulated, without the prior written consent of City. Any such assignment or subletting without such consent shall be void, and shall, at the option of City, terminate this Lease.

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12. The County shall be responsible for all routine repairs to the subject premises, and shall keep and maintain in good order, condition, and repair the premises and every part thereof, reasonable wear and tear excepted.

13. During the term of this Lease, County shall carry fire and extended coverage insurance, including any improvements upon the leased premises provided by the City, in such amount as City deems necessary to protect City's interest.

14. The County shall not engage in any activity which would cause County's fire or extended coverage insurance to be canceled or the rate therefor to be increased. If at any time during the Lease term the premises are damaged by fire or other casualty, the County shall give immediate notice to City or its agent.

If the entire premises are rendered un-tenantable by reason of fire or other cause, this Lease shall terminate.

In the event of any partial or total destruction of the premises by fire or other cause, the County may, at its option, suspend the County's service to the citizens of the City of Ruidoso Downs as a senior citizen's center until such time as repairs are completed.

City shall not be liable, under any expressed or implied covenant of this Lease, for any damages to the County beyond the loss of rent reserved by this Lease, accruing after any act or breach of covenant for which damages may be sought to be recovered against City, except of those caused by sole negligence on the part of City, its agents or employees.

15. The County shall procure and maintain throughout the term of this Lease a policy or policies of insurance, at its sole cost and expense, insuring the County against any and all claims, demands, or actions arising out of or in connection with the premises, any condition thereof, and any employee or other person entering the premises, regardless of the reason, for injury to the person or damage to the property on or about the premises. The County shall supply insurance in at least the amount of Five Hundred Thousand (\$500,000.00) dollars for property damage, Three Hundred Thousand (\$300,000.00) dollars for each person, and One Million Twenty Five Thousand (\$1,025,000.00) dollars per incident in respect to injury of persons (including death).

County shall provide proof to the City of coverage of all insurance required by this

### Lease.

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16. If the County should remain in possession of the premises after the expiration of the term of this Lease without the execution by City and the County of a new lease, then the County shall be deemed to be occupying the premises as a tenant-at-sufferance, subject to all covenants and obligations of this Lease.

17. The County shall operate the City of Ruidoso Downs Senior Citizen's Center, and shall not hold themselves out as agent, employee or servant of City.

3

18. It is understood and agreed between the parties hereto that time is of the essence of this agreement and this applies to all terms and conditions herein.

19. The right of City under the foregoing shall be cumulative, and the failure on the part of City to exercise promptly any rights given hereunder shall not operate to forfeit any of said rights.

20. This Lease contains the entire agreement between the parties, governs over and supersedes all bid letters, correspondence, discussions, and communications between the parties and may be amended only by express written agreement signed by both parties. This Lease shall be governed by the laws of the State of New Mexico.

21. Understanding that federal and state funding is sourced through the New Mexico Aging and Long Term Services Agency, in the event the County loses state and/or federal funding for senior centers, this Cooperative Agreement shall automatically terminate.

22. If any dispute arises between the parties hereto, about the interpretation of intent of this Agreement, the parties agree to appoint a mutually agreeable mediator to resolve the issue. If unable to resolve the issue the parties may mutually agree to terminate the Lease or pursue their remedies in Court, with the party who is successful having the right to recover its reasonable costs and attorney fees from the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

CITY OF RUIDOSO DOWNS

Attest: Carol Virden, City Clerk

### COUNTY OF LINCOLN

Attest:

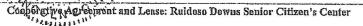
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By:

Nita Taylor Lincoln County Manager

Rhonda Burrows

Lincoln County Clerk



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### **CITY OF RUIDOSO DOWNS**

NEW BUSINESS - A.

To: Mayor Holman and Councilors

Presenter(s): Public Works Director

Meeting February 24, 2025

Date:

**Re:** Resolution 2025-02, a Resolution Requesting a Time Extension on NM DOT Funded Project HW2L200619 for Harris Lane Improvements.

### Item Summary:

The Resolution will allow us to request an additional year of time on the Harris Lane Road Project. Due to utility relocates we may need some more time. This project funding is currently set to expire in June 2025 so this would move it to June of 2026.

### Financial Impact:

None

### **Recommendations:**

To approve, Resolution 2025-02, a Resolution Requesting a Time Extension on NM DOT Funded Project HW2L200619 for Harris Lane Improvements.

### ATTACHMENTS:

Description Resolution 2025-02

### CITY OF RUIDOSO DOWNS RESOLUTION 2025-02

### PARTICIPATION IN THE LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

**WHEREAS**, the City of Ruidoso Downs and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be <u>\$346,667</u> to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$260,000
- b. The City of Ruidoso Downs proportional matching share shall be 25% or <u>86,667</u> TOTAL PROJECT COST IS <u>\$346,667</u>

The City of Ruidoso Downs shall pay all costs which exceed the total amount of \$346,667.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Ruidoso Downs determines, resolves, and orders as follows:

- a. That the project for this Cooperative agreement is adopted and has a priority standing.
- b. The agreement terminates on June 30, 2026 (modified from the original termination date of June 30, 2025) and the City of Ruidoso Downs incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. The City of Ruidoso Downs to enter into Cooperative Agreement Control Number HW2L200619 with the New Mexico Department of Transportation for the LGRF Project for fiscal year 2024 to planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage, and misc. improvements to Harris Lane from Reservoir Drive to East Drive within the control of the City of Ruidoso Downs in Lincoln County, New Mexico.

PASSED, APPROVED, and ADOPTED this 24th day of February 2025.

Dean Holman, Mayor

(SEAL)

ATTEST:

Alejandra L. Giron, City Clerk/Treasurer

### **CITY OF RUIDOSO DOWNS**

NEW BUSINESS - B.

To: Mayor Holman and Councilors

Presenter(s): Police Chief

Meeting February 24, 2025

Date:

**Re:** Personnel Recommendation to hire Ernesto Nevarez for the Position of Community Service Officer for the Police Department.

### Item Summary:

The applicant listed below has met all pre-employment requirements and is therefore recommended for a position with the City of Ruidoso Downs in the Police Department as a Community Service Officer under the supervision of the Police Chief.

General Information: Ernesto Nevarez Full-Time Position Community Service Officer: \$18.36 per hour

### Financial Impact:

This position's salary is a budgeted item in the FY 2025 Budget.

### **Recommendations:**

To approve, Personnel Recommendation to hire Ernesto Nevarez for the Position of Community Service Officer for the Police Department.

### ATTACHMENTS:

**Description** Recommendation to Hire Ernesto Nevarez as a Community Service Officer

### City of Ruidoso Downs Interoffice Memorandum

Mayor Dean Holman

To: The Members of the City Council

From: Joe Commander, Police Chief of

Date: February 10, 2025

RE: Recommendation to Hire Ernesto Nevarez as a Community Service Officer for the Police Department

The following applicant has met all pre-employment requirements and is hereby recommended for employment with the City of Ruidoso Downs, subject to a pre-hire drug screen, background check and physical examination. If any problems arise, the Mayor and/or City Clerk may pull the item off the agenda prior to the Council meeting.

### **General Information:**

Name: Ernesto Nevar	ez Classificatio	on/Position: <u>Commur</u>	ity Service Officer
Department: Police I	Department		
🗵 Regular	🗵 Full Time	⊠ Hourly <u>\$18.36</u>	per hour
□ Seasonal	□ Part Time	□ Salary \$	_per annum
□ Temporary	🗆 On Call		
Education Level:	oma 🛛 GED or equ	uvalent	
Associates Degree			
□ Bachelors Degree	7) <del></del>		
□ Masters Degree	ð		

□ Other

**Employment:** MCM Elegante, Ruidoso

**Related Experience:** Worked with the public through various jobs, was a member of JROTC doing community events and team building.

Revised 05-22-08

### **CITY OF RUIDOSO DOWNS**

NEW BUSINESS - C.

To: Mayor Holman and Councilors

Presenter(s): Police Chief

Meeting February 24, 2025

Date:

**Re:** Personnel Recommendation to hire David Pendergrass as an Uncertified Police Officer for the Police Department.

### Item Summary:

The applicant listed below has met all pre-employment requirements and is therefore recommended for a position with the City of Ruidoso Downs in the Police Department as an Uncertified Police Officer under the supervision of the Police Chief.

General Information: David Pendergrass Regular Full-Time Position Community Service Officer: \$26.06 per hour

### Financial Impact:

This position's salary is a budgeted item in the FY 2025 Budget.

### **Recommendations:**

To approve Personnel Recommendation to hire David Pendergrass as an Uncertified Police Officer for the Police Department.

### ATTACHMENTS:

Description

Recommendation to Hire David Pendergrass as an Uncertified Police Officer

### City of Ruidoso Downs Interoffice Memorandum

Mayor Dean Holman

To: The Members of the City Council

From: Joe Commander, Police Chief

Date: February 13, 2025

RE: Recommendation to Hire David Pendergrass as an Uncertified Police Officer for the Police Department

The following applicant has met all pre-employment requirements and is hereby recommended for employment with the City of Ruidoso Downs, subject to a pre-hire drug screen, background check and physical examination. If any problems arise, the Mayor and/or City Clerk may pull the item off the agenda prior to the Council meeting.

### **General Information:**

Name: David Penders	grass Classification	on/Position:	Uncertif	ied Police Officer			
Department: Police Department							
🗵 Regular	🗵 Full Time	🗵 Hourly	<u>\$26.06</u>	per hour			
□ Seasonal	🗆 Part Time	□ Salary \$		_per annum			
□ Temporary	🗆 On Call						
Education Level: ☐ High School Diploma ⊠ GED or equivalent							
□ Associates Degree							
Bachelors Degree							
□ Masters Degree							
□ Other							
<b>Employment:</b> Inn of the Mountain Gods Resort and Casino							
Related Experience: Security Officer, Lincoln Volunteer Fire Department							

Revised 05-22-08

### **CITY OF RUIDOSO DOWNS**

NEW BUSINESS - D.

To: Mayor Holman and Councilors

Presenter(s): Police Chief

Meeting February 24, 2025

Date:

**Re:** Personnel Recommendation to hire Phillip Wall as a Certified Police Officer for the Police Department.

### Item Summary:

The applicant listed below has met all pre-employment requirements and is therefore recommended for a position with the City of Ruidoso Downs in the Police Department as a Certified Police Officer under the supervision of the Police Chief.

General Information: Phillip Wall Regular Full-Time Position Community Service Officer: \$28.06 per hour

### Financial Impact:

This position's salary is a budgeted item in the FY 2025 Budget.

### **Recommendations:**

Personnel Recommendation to hire Phillip Wall as a Certified Police Officer for the Police Department.

### ATTACHMENTS:

Description Recommendation to Hire Phillip Wall as a Certified Police Officer

### City of Ruidoso Downs Interoffice Memorandum

Mayor Dean Holman

To: The Members of the City Council

From: Joe Commander, Police Chief

Date: February 13, 2025

RE: Recommendation to Hire Phillip Wall as a Certified Police Officer for the Police Department

The following applicant has met all pre-employment requirements and is hereby recommended for employment with the City of Ruidoso Downs, subject to a pre-hire drug screen, background check and physical examination. If any problems arise, the Mayor and/or City Clerk may pull the item off the agenda prior to the Council meeting.

### **General Information:**

Name: Phillip Wall	Classificatio	on/Position:	Certified	Police Officer			
Department: Police Department							
🗵 Regular	🗵 Full Time	🗵 Hourly	<u>\$28.06</u>	per hour			
□ Seasonal	□ Part Time	□ Salary \$		per annum			
□ Temporary	🗆 On Call						
Education Level:Image: High School DiplomaImage: GED or equivalent							
□ Associates Degree							
□ Bachelors Degree							
□ Masters Degree							
□ Other							

Employment: Currently Self Employed

**Related Experience:** Village of Capitan, Lincoln County Sheriff's Office, Carlsbad PD, Eddy County Sheriff's Department

Revised 05-22-08