

**REGULAR COUNCIL MEETING AGENDA  
MONDAY, FEBRUARY 10, 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

\*January 27, 2025, Regular Meeting Minutes

6. PUBLIC INPUT

**(Citizens who wish to speak must sign the Public Input Registration Form located in the Council Chambers, prior to the beginning of the meeting. There is a 3-minute time limit to address your concerns to the Governing Body.)**

7. COUNCILORS COMMENTS
8. MAYORS COMMENTS
9. NEW BUSINESS

- A. Renewal of Cooperative Agreement and Lease Ruidoso Downs Senior Center between the City of Ruidoso Downs and Lincoln County.

10. 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.

# **AGENDA MEMORANDUM**

## **CITY OF RUIDOSO DOWNS**

### **APPROVAL OF GOVERNING BODY MINUTES -**

**To:** Mayor Holman and Councilors

**Presenter(s):** City Clerk/Treasurer

**Meeting Date:** February 10, 2025

**Re:** \*January 27, 2025, Regular Meeting Minutes

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#### **Item Summary:**

Approval of Governing Body Minutes  
January 27, 2025, Regular Council Meeting

#### **Financial Impact:**

This item has no financial impact.

#### **Recommendations:**

To approve, January 27, 2025, Regular Meeting Minutes.

#### **ATTACHMENTS:**

Description  
January 27, 2025, Regular Meeting Minutes

**CITY OF RUIDOSO DOWNS  
CITY COUNCIL REGULAR MEETING MINUTES  
THE HUBBARD ROOM, CITY HALL  
MONDAY, JANUARY 27, 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:**

John Underwood, City Attorney  
Alejandra 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 13, 2025, Regular Meeting Minutes
- B. \*APPROVAL OF MONTHLY REPORTS
  - \*Municipal Court December 2024 Report

Councilor Miller moved to approve the Consent Agenda. Councilor Baber seconded, and upon a roll call vote of all voting “aye,” the motion passed.

**PUBLIC INPUT**

The following voiced their comments:

Sara Ames-Brown, EDB Member  
County Commissioner Mark Fischer  
Brian Roberts, EDB Member

**COUNCILORS COMMENTS**

The following voiced their comments:

Councilor Proctor  
Councilor Miller



### **MAYORS COMMENTS**

There were no Mayor's comments.

### **NEW BUSINESS**

A. Resolutions 2025-01, a Resolution Approving the Budget Adjustment Requests for the Second Quarter of the 2025 Fiscal Year.

Councilor Lacewell moved to approve Resolutions 2025-01, a Resolution Approving the Budget Adjustment Requests for the Second Quarter of the 2025 Fiscal Year; Councilor Miller seconded, and upon a roll call vote of all voting "aye," the motion passed.

### **B. Discussion of Tax Increment Development District (TIDD).**

The following voiced their comments:

John Underwood

Lawrence Horan, Lobbyist

County Commissioner Mark Fischer

Councilor Lacewell

Marla Shoats, Lobbyist

Rick Baugh, General Manager-Ruidoso Downs Race Track & Casino

Councilor Baber

County Commissioner Samantha Serna

Councilor Proctor

### **ADJOURNMENT**

There being no further business to come before the Governing Body, Mayor Holman adjourned the regular meeting at 6:51 p.m.

Passed and Approved on this 10<sup>th</sup> day of February 2025.

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Dean Holman, Mayor

**ATTEST:**

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Alejandra Giron, Clerk/Treasurer



**AGENDA MEMORANDUM**  
**CITY OF RUIDOSO DOWNS**

NEW BUSINESS - A.

**To:** Mayor Holman and Councilors

**Presenter(s):** City Attorney

**Meeting Date:** February 10, 2025

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

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**Item Summary:**

see attached.

**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 Agreement between the City of Ruidoso Downs and County of Lincoln

**CITY OF RUIDOWN DOWNS  
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 4, 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 and an annual renewal is much earlier.

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 pursuant to the same terms and conditions contained therein except for a period of one (1) year commencing February 1, 2025, and terminating January 31, 2026, and renewable annually thereafter.

2. All 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.

CITY OF RUIDOSO

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

Dean Holman, Mayor

ATTEST:

\_\_\_\_\_  
Alejandra Giron, City Clerk

COUNTY OF LINCOLN

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

Randall Camp, County Manager

ATTEST:

\_\_\_\_\_  
Shannan Hemphill, County Clerk

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

THIS AGREEMENT, entered into this 12 day of June, 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."

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



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.

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.

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.

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.

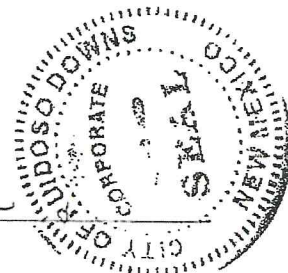
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

CITY OF RUIDOSO DOWNS

Attest:

By: *Gary Williams*  
Gary Williams, Mayor

*Carol Virden*  
Carol Virden, City Clerk



COUNTY OF LINCOLN

Attest:

By: *Nita Taylor*  
Nita Taylor  
Lincoln County Manager

*Rhonda Burrows*  
Rhonda Burrows  
Lincoln County Clerk

