VILLAGE OF RUIDOSO

AGENDA INDEX **313 Cree Meadows Dr. Ruidoso**
REGULAR MEETING **NM,88345**
APRIL 16, 2026 AT 1:00 PM

CALL TO ORDER

MOMENT OF SILENCE/INVOCATION AND PLEDGE OF ALLEGIANCE/SALUTE TO THE STATE FLAG

Invocation
Pledge of Allegiance
Salute to the State Flag: "I Salute the Flag of the State of New Mexico, the Zia Symbol of Perfect Friendship Among United Cultures."

ROLL CALL

APPROVAL OF AGENDA

ORGANIZATIONAL STRUCTURE

1. Discussion and Possible Action on Election of Mayor Pro Tem.

2. Confirmation of Appointed Officials (Village Manager, Village Clerk, Chief of Police, Treasurer, and Emergency Manager).

3. Confirmation of Appointed Boards and Commissions.

4. Discussion and Possible Action on Adoption of Resolution 2026-19, a Resolution Adopting Rules of Procedure for the Village of Ruidoso Governing Body.

CONSENT REGULAR ITEMS

1. Approval of Governing Body Minutes
   March 10, 2026 - Regular Meeting
   March 24, 2026 - Special Meeting
   April 7, 2026 - Workshop Meeting

2. Approval of Certificate of Destruction #2026-002

3. Approval of Award of RFP #2026-07P to Q Structures, LLC, for Property Assessment Consultant Services.

PUBLIC INPUT (LIMITED UP TO THE FIRST HOUR OF THE MEETING)

MAYORAL REPORTS AND PRESENTATIONS

1. Presentation of New Employees, Promotions and Transfers

2. Presentation of Employees and Department of the Quarter

3. Update on New Mexico Department of Transportation District 2 Projects - Michael Smelker, Assistant District Engineer for Construction and Kenneth Barnett, Assistant District Engineer for Maintenance.

4. Update on Uniti/Kinetic Village Wide Fiber Project - Aaron Morris, Director of Operations

5. Update from United States Forest Service National Fire Prevention Team

VILLAGE MANAGER REPORT

1. Village Manager's Report

2. Update on Boys and Girls Clubs of Chaves and Lincoln Counties - Rick Lamb, CEO

3. Presentation on Water Conservation and Rain Harvesting - Marty Howell, President of Souder, Miller & Associates.

REPORTS FROM MUNICIPAL OFFICIALS

REGULAR ITEMS

1. Discussion and Possible Action on Update to 100 Year Floodplain Map.

2. Discussion and Possible Action on Adoption of Resolution 2026-21, a Resolution to Accept the Fiscal Year 2025 Audit for the Year Ending June 30, 2025.

3. Discussion and Possible Action on Recommendation from Planning and Zoning Committee on Vacation of Easements Case #EV2026-02, with the Pending Replat of Properties Located at 118 Olympia Rd., 120 Olympia Rd., and 122 Olympia Rd. of the Alto Crest Subdivision, Ruidoso, New Mexico.

4. Discussion and Possible Action on Recommendation from Planning and Zoning Committee on Vacation of Easements Case #EV2026-01, with the Pending Replat of Properties Located at 110 Tennis Ct (Tract A, Block 2), 111 Tennis Ct (Tennis Court Tract, Block 2) and 106 Scenic Dr (Lot 4A, Block 2) of the Juniper Hills Subdivision.

5. Discussion and Possible Action on Adoption of Resolution 2026-20, a Resolution Authorizing the Execution and Delivery of a Colonias Infrastructure Project Fund Grant Agreement by and Between the New Mexico Finance Authority (NMFA) and the Village of Ruidoso, in the Total Amount of $4,080,659.00, Evidencing an Obligation of the Grantee to Utilize the Grant Amount Solely for the Purpose of Financing the Costs of Designing and Constructing Four Destroyed Roadways to Restore Access to Neighborhoods and Local Access Points, and Solely in the Manner Described in the Grant Agreement; Providing for the Acceptance of a Grant Amount of $4,080,659.00; Certifying that the Grant Amount, Together with Other Funds Available to the Grantee, is Sufficient to Complete the Project; Approving the Form of and Other Details Concerning the Grant Agreement; Ratifying Actions

Heretofore Taken; Repealing All Action Inconsistent with this Resolution; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Grant Agreement.

6. Discussion and Possible Action on Agreement between the Village of Ruidoso and Q Structures, LLC for Property Assessment Consultant Services Awarded through RFP #2026-007P.

7. Discussion and Possible Action on Minimum Ticket Revenue Guarantee Agreement between the Village of Ruidoso and Contour Air for Air Service Operator (ASO) for Sierra Blanca Regional Airport.

8. Discussion and Possible Action on Task Order #2026-001P-01 with Souder, Miller & Associates for Professional Engineering Services on the Design and Construction Observation of the Mechem Utility Relocation in the Amount of $118,862.36 Including NMGRT.

9. Discussion and Possible Action on Task Order RFP #2026-001P-02 with Souder, Miller & Associates for Professional Engineering Services on the Design and Construction Observation of the Ponderosa Heights Improvements in the Amount of $607,754.10 Including NMGRT, Contingent Upon Fully Executed Colonias Emergency Grant Agreement.

10. Discussion and Possible Action on Proposal from Lynco Electric Company, Inc., for the Eagle Creek Sports Complex Lighting Project, Adding New LED Lights to Fields A,B, and C Utilizing NM GSD Statewide Price Agreement #40-00000-24-00074 in the Amount of $1,057,078.80 including NMGRT.

11. Discussion and Possible Action on Proposal from Mammoth Sports Construction for the Installation of Artificial Turf Infield at the Eagle Creek Sports Complex on Field A, B, and C, Utilizing Equalis Group Publicly Procured Master Agreement Contract #COG-2138A in the Amount of $1,290,000.00 including NMGRT.

12. Discussion and Possible Action on Quote #202684 from Rush Truck Centers of New Mexico, Inc. to Purchase a 2026 Peterbilt 548 Dump Truck for the Water Distribution Department Utilizing BuyBoard Contract #723-23 in the Amount $205,270.00.

13. Discussion and Possible Action on Quote #2029-1108 from Tillery Bus Sales & GM Fleet to Purchase Two (2) 2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT Trucks and One (1) 2026 Chevrolet Silverado (CK10543) 4WD Crew Cab WT for Water Distribution Utilizing CES Contract #2024-23-C116-ALL In the Amount of $125,539.00.

14. Discussion and Possible Action on Quote from Melloy Chevrolet to Purchase Three (3) 2026 Chevrolet Silverado 3500 Crew Cab, Long Bed, 4WD for Water Distribution Utilizing New Mexico Statewide Price Agreement #40-00000-24-00068 In the Amount of $186,471.00.

CLOSED SESSION

- Discussion of limited personnel matters. § 10-15-1.H.2, NMSA 1978.

- Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Village of Ruidoso is or may become a participant. §10-15-1.H.7, NMSA 1978. - Discussion subject to attorney client privilege regarding status of pending PFAS litigation.
- Discussion of the purchase, acquisition, and/or disposal of real property and/or water rights by the Village of Ruidoso. § 10-15-1.H.8, NMSA 1978.

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

ADJOURN

I certify that notice has been given in compliance with 2026-01. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is needed.

AGENDA MEMORANDUM

Village of Ruidoso

ORGANIZATIONAL STRUCTURE - 1.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: April 16, 2026

Re: Discussion and Possible Action on Election of Mayor Pro Tem.

Item Summary:

Discussion and Possible Action on Election of Mayor Pro Tem.

Financial Impact:

None

Item Discussion:

Discussion and Possible Action on Election of Mayor Pro Tem.

Recommendations:

To Approve Election of Mayor Pro Tem.

AGENDA MEMORANDUM

Village of Ruidoso

ORGANIZATIONAL STRUCTURE - 2.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: April 16, 2026

Re: Confirmation of Appointed Officials (Village Manager, Village Clerk, Chief of Police, Treasurer, and Emergency Manager).

Item Summary:

Confirmation of Appointed Officials (Village Manager, Village Clerk, Chief of Police, Treasurer, and Emergency Manager).

Financial Impact:

None

Item Discussion:

Confirmation of Appointed Officials (Manager, Chief of Police, Municipal Clerk, Treasurer, and Emergency Manager).

In accordance with law, the Mayor shall submit, for confirmation by the Governing Body, the names of the persons who shall be employed to fill the Appointed Offices of Village Manager, Village Clerk, Chief of Police, Treasurer, and Emergency Manager.

Mayor Crawford is submitting the names of the persons for the Appointed Offices as follows: Ronald L. Sena as Village Manager, Yvonne Vigil as Village Clerk, Steven Minner as Chief of Police, Judi Starkovich as Treasurer, and Eric Queller as Emergency Manager

Recommendations:

To Approve Confirmation of Appointed Officials (Village Manager, Village Clerk, Chief of Police, Treasurer, and Emergency Manager).

AGENDA MEMORANDUM

Village of Ruidoso

ORGANIZATIONAL STRUCTURE - 3.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: April 16, 2026

Re: Confirmation of Appointed Boards and Commissions.

Item Summary:

Confirmation of Appointed Boards and Commissions.

Financial Impact:

None

Item Discussion:

Confirmation of Appointed Boards and Commissions.

List of Boards and Commissions:

1. Cemetery Board
2. Consolidated Dispatch Joint Board
3. Cultural and Natural History Committee
4. Internal Finance Committee
5. Keep Ruidoso Beautiful Committee
6. Lodgers' Tax Committee
7. Parks and Recreation Commission
8. Planning Commission
9. RSVP Advisory Council
10. RWWTP - Joint Use Board
11. Utilities Committee
12. Workforce Housing Advisory Board
13. Watershed Advisory Committee
14. Library Board
15. Upper Canyon Historical District Committee
16. Personnel Committee
17. Southeast Regional Transportation Planning Organization (SERTPO)
18. Southeastern NM Economic Development District (SNMEDD)

Recommendations:

To Approve Confirmation of Appointed Boards and Commissions.

ATTACHMENTS:
Mayoral Appointed Positions 2026.pdf

Appointed Offices
Ronald Sena - Village Manager
Yvonne Vigil - Village Clerk
Steven Minner - Chief of Police
Eric Queller - Emergency Manager
Judi Starkovich - Treasurer

Cemetery Board
Rafael "Rifle" Salas
Mary Austin
Dustin McEwen
Jon Crunk
Mirissa Good

Lodger's Tax Committee
Bradshaw Lambert
Robert Duncan
Jamie Rupley
Dhruv Bhakta
Cecily Hooker

Parks and Recreation Commission
Eddie Gutierrez
Trevor Rabourn
Corey Johnston
Cindy Carey
David Tetreault

Keep Ruidoso Beautiful Committee
Susan Lutterman
Lisa Corley
Sam Pirelli
Pam Jenkins
Karen Joyce
Kelly Hall

Workforce Housing Advisory Board
James Russ
Nathan Thomas
Clayton Alred
Cecile Kinnan
Dhruv Bhakta
Charles Meeks
Deborah Douds

Library Board
Sara Ames Brown
Juliann Lamb
Leroy Smith
Marisa Gutierrez
Jeff Frawley
Karen Kimmel
Brenda Garcia

Planning Commission

Joseph Eby
Jacob Rigsby
Ron Michelena
Barton Byars
Rick Baugh
Scarlet Kelly
William Hall

Internal Finance Committee
Greg Cory
Adam Sanchez
Richie Hood
George Williford

Utilities Committee
Adam Sanchez
Everett Brophy
Ronald Sena
Levi Beaty
Member at Large - Vacant

Upper Canyon Historical District Committee
John Houghton
Mike Beuchter
Josie Powell
Glen Cheng
Robert Duncan
Bradshaw Lambert

Natural & Cultural History Committee
Susan Lutterman
Elizabeth Potter
Montie Coe
Lyn Kidder
Erika Ramos

Personnel Committee
Susan Lutterman
Greg Cory

Consolidated Dispatch Joint Board
Susan Lutterman
Steven Minner
Eric Queller
Cade Hall
Austin Meuli - Alternate

RWWTP - Joint Use Board
Lynn Crawford
Darren Hooker
Rafael "Rifle" Salas
Adam Sanchez - Alternate

RSVP Advisory Council
Shirley Collinsworth

Allen McGee
Sherry Hooten-Soele
Steve Cocanower
Lynn Lopez
Soila Gracia
Shirley Donaldson
Kim McGee
Wendy Buck
Roger Buck
*** Dissolving End of FY26**

Southeast Regional Transportation Planning Organization (SERTPO)
Levi Beaty
Joshua Long - Alternate

Southeastern NM Economic Development District (SNMEDD)
Rafael "Rifle" Salas
Levi Beaty - Alternate

Watershed Advisory Committee
Susan Lutterman
Ronald Sena
Matthew Baird
Dick Cooke
Jaquelyn Pena
Vyanca Vega
Community Development Director - Vacant

Green Tree Solid Waste Committee
Rafael "Rifle" Salas
Jerry Parsons - Alternate

AGENDA MEMORANDUM

Village of Ruidoso

ORGANIZATIONAL STRUCTURE - 4.

To:

Presenter(s): Yvonne Vigil, Village Clerk

Meeting Date: April 16, 2026

Re: Discussion and Possible Action on Adoption of Resolution 2026-19, a Resolution Adopting Rules of Procedure for the Village of Ruidoso Governing Body.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2026-19, a Resolution Adopting Rules of Procedure for the Village of Ruidoso Governing Body.

Financial Impact:

None

Item Discussion:

Resolution Adopting Rules of Procedure for the Village of Ruidoso Governing Body.

Recommendations:

To Approve Adoption of Resolution 2026-19, a Resolution Adopting Rules of Procedure for the Village of Ruidoso Governing Body.

ATTACHMENTS:
Resolution 2026-19 - Rules of Procedure.pdf

RESOLUTION 2026-19
A RESOLUTION ADOPTING RULES OF PROCEDURE FOR THE VILLAGE OF RUIDOSO GOVERNING BODY

WHEREAS, the governing body shall hold an organizational meeting no earlier than fifteen (15) days but no later than twenty-one (21) days after newly elected officials begin their terms, pursuant to NMSA 1978, § 3-11-5(A); and

WHEREAS, the governing body of the Village of Ruidoso shall determine and adopt rules of its own proceedings at an organizational meeting, pursuant to NMSA 1978, § 3-12-3(A)(5); and

WHEREAS, this being the first meeting of a newly seated governing body, the purpose of the Rules of Procedure is to provide the procedures by which the governing body shall conduct future business.

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

The following Rules of Procedure are hereby adopted:

Village of Ruidoso Governing Body – Rules of Procedure

Sec. 1. Authority

Pursuant to the laws of the State of New Mexico, the governing body shall determine and adopt the rules of its own proceedings at an organizational meeting, NMSA 1978, § 3-12-3(A)(5), and may adopt ordinances and resolutions necessary to discharge the powers and duties conferred by law upon the municipality, § 3-17-1(A).

Sec. 2. Parliamentary Procedure

The latest edition of Robert's Rules of Order shall serve as the official parliamentary authority. However, failure to strictly adhere to such rules shall not invalidate any action taken by the governing body.

Sec. 3. Governing Body Members

The governing body consists of the Village Council, the Mayor as presiding officer, and the Village Manager.

- The Mayor may vote only in the event of a tie, unless otherwise provided by law (§ 3-11-3(A)).
- The Village Manager shall have a seat but no vote (§ 3-14-14(B)).

Sec. 4. Quorum

A majority of the governing body, excluding the Village Manager, constitutes a quorum for the transaction of business (§§ 3-11-3(A), 3-12-2(B)).

Sec. 5. Agenda

The Village Manager is responsible for preparing agenda materials, subject to review by the Village Attorney. The Village Clerk shall post agendas and distribute packets seventy-two hours prior to a regular, special or workshop meeting.

The Mayor or a majority of council members may direct placement of an item on an agenda. Items must be submitted at least six (6) days prior to the meeting.

Items previously acted upon may not be reconsidered within six (6) months unless requested in writing by five (5) members of the governing body, including at least one member from the prevailing side, unless otherwise required by law.

Sec. 6. Types of Meetings

Regular Meetings: Held at 1:00 p.m. on the second Tuesday of each month unless otherwise noticed.

Special Meetings: May be called by the Mayor or a quorum. (§ 3-12-3(C)).

Emergency Meetings: May be called under NMSA 1978, § 10-15-1, when unforeseen circumstances that, if not addressed immediately by the governing body will likely result in injury or damage to persons or property or substantial financial lo9ss to the public entity. Within ten days of taking action on an emergency matter, the municipal clerk reports to the attorney general's office the action taken and the circumstances creating the emergency.

Recessed Meetings: May be reconvened to a day subsequent to that stated in the meeting notice if, prior to recessing, the public body specifies the date, time and place for continuation of the meeting, and, immediately following the recessed meeting, posts notice of the date, time and place for the reconvened meeting on or near the door of the place where the original meeting was held and in at least one other location appropriate to provide public notice of the continuation of the meeting. *** Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting.**

Sec. 7. Seating Assignments

Seating assignments shall be determined by the presiding officer.

Sec. 8. Order of Business

The presiding officer may adjust the order of business as necessary.

Regular Meeting Agenda:

1. Call to Order
2. Moment of Silence/Invocation/Pledge of Allegiance/Salute to the State Flag
3. Roll Call and Determination of Quorum
4. Approval of Agenda
5. Consent Agenda
6. Public Input (one-hour limit unless extended)
7. Mayoral Reports and Presentations
8. Board and Commission Appointments
9. Village Manager Report
10. Reports from Municipal Officials
11. Public Hearings
12. Regular Items
13. Closed Session (if applicable)
14. Adjournment

Sec. 9. General Procedures

1. Attendance and Remote Participation
Members shall notify the Clerk if absent. Remote participation is permitted if all participants can hear each other and the public can hear proceedings. Remote participants count toward quorum.

2. Presiding Officer
The Mayor shall preside. In the Mayor's absence, the Mayor Pro Tem shall preside.

3. Deliberations
The Chair controls discussion and recognizes speakers. Members of the governing body will limit their comments to the subject matter or motion being currently considered.

4. Obtaining the Floor
Any member of the governing body wishing to speak shall first obtain the floor by making a request for the floor to the presiding officer. The presiding officer shall recognize any member of the governing body who seeks the floor when appropriately entitled to do so.

5. Motions
Motions may be made and seconded by Council members only.

Procedures for Motions: The following is the general procedure for making motions:

- The item is presented by staff or others followed by questions and discussion by the governing body.
- Any member of the governing body who wishes to make a motion shall first obtain the floor.
- A member of the governing body who wishes to second a motion shall do so through informing the presiding officer.
- The presiding officer shall open the matter for further discussion, offering the first opportunity to the moving party and, thereafter, to any council member properly

recognized by the chair.

- Motions to reconsider must be made by a prevailing member during the same meeting.

6. Types of Motions

- Main Motion: Introduction of a motion for the topic under discussion. This motion requires a second to be considered and a majority vote.
- Amend Motion: Changes some of the wording in a motion under discussion by adding words, striking words or striking and inserting words. This motion requires a second to be considered and a majority vote.
- Motion to Recess: Provides for a break for a set amount of time. This motion requires a second to be considered and a majority vote.
- Refer to Committee: Refers the topic under discussion to a committee for study and/or investigation. Be specific as possible as to the charge to the committee. This motion requires a second to be considered and a majority vote.
- Postpone (to a later time or indefinitely): More time is needed to study the topic being discussed. Must state definite time and date in the motion. This motion requires a second to be considered and a majority vote.
- Table: Suspends discussion on a pending motion allowing the governing body to immediately address more urgent business. If the motion is not taken from the table by the end of the meeting, it is dead. This motion requires a second to be considered and a majority vote.
- Limit Debate: Discussion is taking longer than necessary and needs to be limited to a set period of time stated in the motion. This motion requires a second to be considered and a two-third vote.
- Close Discussion: Also referred to as calling the question, ends discussion and brings the governing body to a vote. This motion requires a second to be considered and a two-third vote.
- Reconsider: A member of the governing body who was on the winning side of a vote can move to reconsider the motion of an item heard during the same meeting. This motion requires a second to be considered and a majority vote. The motio9n comes back on the floor as if the previous vote had not occurred.
- Rescind: Used to cancel, revoke or annul a previous decision, motion or rule adopted by the governing body, that is now viewed as unwise, wrong or outdated. It cannot be applied if the previous decision had been fully executed and cannot be undone. This motion requires a second to be considered and a two-third vote.
- Call for Orders of the Day: Calls for the governing body to return to the scheduled agenda when discussion has drifted away from the topic being discussed. This does not require a second, is not debatable and is not voted on.
- Point of Order: Addresses breaches in bylaws, rules of procedure or decorum. This does not require a second and is not debatable. The presiding officer makes a ruling of either sustained or denied.

7. Voting

- Voting will be by roll call vote, governing body members must vote either “yes” in the affirmative or “no” in the negative unless recused.

- No member of the governing body shall publicly question or ask any other member of the governing body the reasoning of their vote.

8. Voting Numbers

- Majority vote is more than one-half of the votes cast.
- Two-thirds is two-thirds of the votes cast.
- **A vote to adopt an ordinance or resolution requires a majority of all members of the governing body, not just those present.**

9. Recusal

A member of a governing body shall recuse the member's self from a vote only when a true or perceived conflict of interest exists regarding an item currently being deliberat4ed by the governing body. Upon the recusal at such meeting, the governing body member shall state the conflict of interest on the record and then leave the meeting room until deliberation on that item has concluded. A recusal of abstention of a governing body member is counted as a vote neither for nor against a question before the governing body. § 3-12-2 D

Recusal is required when one or more of the following conflicts exist:

- Financial Conflict of Interest: An official must recuse from voting if it directly benefits their own financial interest, or that of a business they represent, in a way that is proportionat4ely greater than the benefit to the general public.
- Prohibited Participation: Officials are prohibited from taking any action to directly enhance their own financial position.
- Appearances of Impartiality: Recusal is warranted if an official has personal bias, has prejudged a matter, or has a relationship that makes it impossible to exercise functions impartially.

Sec. 10. Public Hearings

Quasi-Judicial Hearings shall follow formal procedures including staff report, applicant presentation, public comment, rebuttal, and deliberation.

- Parties will provide legible names and addresses in writing for the record.
- Staff presents report and applicable legal standard.
- The presiding officer opens the public hearing.
- Members of the governing body may ask staff questions.
- Petitioner presents their case in chief.
- Respondent presents their case in chief, if any.
- Public comment, if any.
- Petitioner presents rebuttal and closing argument.
- Respondent presents surrebuttal, if petitioner presents new arguments or evidence in rebuttal, and closing argument.
- Members of the governing body may ask questions of the applicant after being recognized by the presiding officer.
- The presiding officer closes the public hearing.

- The governing body deliberates on the issue. In the case of an administrative adjudicatory hearing, the governing body may deliberate in closed session as authorized under NMSA 1978 §10-15-1 H (3), provided, however, that any final action is taken in an open meeting.
- Following deliberation, the governing body takes action as needed.

General Public Hearings shall include staff report, public comment, closing, deliberation, and action.

- Staff presents report.
- The presiding officer opens the public hearing.
- Upon opening the public hearing, and before any motion is adopted related to the merits of the issue to be heard, the presiding officer shall inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence regarding the matter. In the case of a public hearing, which is also an administrative adjudicatory proceeding or quasi-judicial hearing, speakers are limited to those who are parties or who are required to be notified by ordinance or statute.
- Members of the governing body may ask staff questions.
- The applicant may be given the opportunity to respond to questions from the members of the governing body, and for closing comment or rebuttal.
- The presiding officer closes the public hearing.
- The governing body deliberates on the issue. In the case of an administrative adjudicatory hearing, the governing body may deliberate in closed session as authorized under NMSA 1978 §10-15-1 H (3), provided, however, that any final action is taken in an open meeting.
- Following deliberation, the governing body takes action as needed.
- All final actions must occur in open session.

Sec. 11. Election of Mayor Pro Tem

The Mayor Pro Tem shall be decided by nomination from the presiding officer and a roll call vote of the members of the governing body according to the following procedure:

The presiding officer must nominate a member of the governing body to serve as Mayor Pro Tem.

Voting shall proceed as follows:

- Nomination is made by the presiding officer and a motion and second by the Governing Body.
- Voting will be by roll call vote; Governing Body members must vote either "yes" in the affirmative or "no" in the negative.

Sec. 12. Meeting Minutes

If the meeting is open, written minutes are required. Minutes must contain at least:

- The date, time and place of the meeting.
- The names of all members of the governing body atte4nding the meeting and of those members who are present.
- A description of the substance of all proposals considered during the meeting.
- A draft copy of the minutes shall be prepared within ten (10) working days of the public meeting.
- The minutes are approved, amended or disapproved at the next meeting where a quorum of the public body is present.
- All minutes shall be made available for public inspection.

Sec. 13. Decorum

Governing Body Members:

- Must be recognized by the presiding officer before speaking
- Must remain respectful
- Shall not represent third parties before the body

Public Participation:

- May not engage in discussion with the governing body during deliberations unless specifically asked a question by a member of the governing body
- May present printed material to the governing body
- Shall remain seated or may stand in the back and come and go so long as it does not disrupt the meeting
- Shall not carry signs, placards or other items which block the view of those behind them or are disruptive to the proceedings
- Shall not delay the proceedings or refuse to obey the orders of the presiding officer
- Must address remarks through the presiding officer
- Disruptions may result in removal

Public Input:

- Speakers must sign in and state name and address
- Limited to five (5) minutes per speaker
- Must address remarks through the presiding officer
- Members of the governing body cannot discuss any non-agenda items presented under “public input”
- Disruptions may result in removal

Sec. 14. Closed Session

To properly close a portion of an open meeting, the following actions must be taken:

- A motion stating the specific provision of law authorizing the closed session and a reasonably specific description of the subject to be discussed.
- A roll call vote on the motion to close the meeting in open session, where the vote of each member is to be recorded in the minutes.
- Only the matters stated in the motion to close are discussed in the closed session.
- Action on an item discussed in a closed session must be taken in an open meeting.
- Any member revealing confidential information discussed in a closed session is in violation of the provisions of the Open Meeting Act, NMSA 1978, § 10-15-1 and guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than five hundred dollars ($500) for each offense.

Sec. 15. Litigation Statements

Members shall not comment publicly on pending litigation. Only the Mayor, Manager, or Attorney may speak on such matters.

Sec. 16. Boards and Committees

Standing committees shall operate under similar procedures. The mayor may resolve disputes regarding agenda assignments.

Sec. 17. Requests for Information

Council members shall request research through the Village Manager.

Sec. 18. Notification of Incidents

The Village Manager shall notify the governing body of significant incidents as appropriate.

Sec. 19. Non-Exclusive Rules

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the governing body, or of its presiding officer, to govern the conduct of the Village council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the Village.

Sec. 20. Non-Observance

Rules adopted by the governing body are solely to expedite and facilitate the transaction of the business of the governing body in an orderly fashion and, they shall be deemed to be procedural. Failure to follow procedural rules does not invalidate actions.

Sec. 21. Village Attorney

The Village Attorney shall serve as procedural advisor and notify the governing body of any procedural deficiencies.

PASSED, ADOPTED, SIGNED AND APPROVED this 16th day of April 2026.

_____
Lynn D. Crawford, Mayor

ATTEST:

_____
Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 1.

To:

Presenter(s): Yvonne Vigil, Village Clerk

Meeting Date: April 16, 2026

Re: Approval of Governing Body Minutes
March 10, 2026 - Regular Meeting
March 24, 2026 - Special Meeting
April 7, 2026 - Workshop Meeting

Item Summary:

Approval of Governing Body Minutes
March 10, 2026 - Regular Meeting
March 24, 2026 - Special Meeting
April 7, 2026 - Workshop Meeting

Financial Impact:

None

Item Discussion:

Approval of Governing Body Minutes
March 10, 2026 - Regular Meeting
March 24, 2026 - Special Meeting
April 7, 2026 - Workshop Meeting

Recommendations:

To Approve Governing Body Minutes

ATTACHMENTS:
Regular Council Meeting Minutes March 10, 2026.pdf
Special Meeting Minutes March 24, 2026.pdf
Workshop Meeting Minutes April 7, 2026.pdf

VILLAGE OF RUIDOSO
VILLAGE OF RUIDOSO GOVERNING BODY REGULAR MEETING MINUTES
313 CREE MEADOWS DR. RUIDOSO
NM,88345
MARCH 10, 2026
1:00 PM

CALL TO ORDER

Mayor Pro Tem Salas, called the Regular Meeting of the Governing Body, Village of Ruidoso to order at 1:00 p.m. by calling for a Moment of Silence, the Pledge of Allegiance and Salute to the State Flag. Councilors Cory, Lutterman, Eby, Hooker and Jackson were recorded present in person. Mayor Crawford was recorded present via Zoom. Municipal employees present were Ronald L. Sena, Village Manager; Yvonne Vigil, Village Clerk; Michael Sralik, Deputy Clerk; Terry Yarborough, Water Production Manager; Levi Beaty, Public Works Director; Johanna Quintana, Human Resource Generalist; Steven Minner, Police Chief; Eddie Ryan, Manager of Event and Strategic Partnerships; Jaquelyne Pena, Water Resource Manager; Alex Koenig, Community Development Director; Cheryl Gerthe, Human Resource Manager; Taylor Sralik, Human Resource Specialist; Matthew Baird, Parks and Recreation Director; Austin Meuli, Assistant Fire Chief; Joshua Long, Assistant Public Works Director; Christopher Kelly, Code Enforcement Officer; Mark Coker, Assistant Parks and Recreation Director; Dianne Staab, Library Manager; Jeremy Brown, Water Distribution/Wastewater Collections Supervisor; Rachel Morgan, Utility Billing Clerk; Gabriel Chavez, Chief Plant Operator; Colin Bell, Assistant Finance Director; Yancy Darby, Corporal; Judi Starkovich, Finance Director; Hernan Nunez, Heavy Equipment Operator Water Distribution; Rogelio Garcia, Meter Reader Foreman; Jimmy Hernandez, Corporal; Miguel Machorro, Parks Maintenance Technician; Jeremy Woods, Parks Maintenance Technician; Abel Borrego, Wastewater Technician; Jeremy Garcia, Water Production Technician; Lukas Pickard, Water Production Technician; and Alexander Nocella, Event and Recreation Supervisor. Legal Counsel Present was Zachary J. Cook. Employees present via Zoom were Dick Cooke, Forestry Director; Bernadeen Herrera, Convention Center Manager; Anthony Montes, Community Center Manager; Robyn Bryant, Solid Waste Office Manager; Gina Corliss, Executive Administrative Assistant; Lee Baker, Airport Manager; and Madison Schlotfeldt, Staff Accountant II.

MOMENT OF SILENCE/INVOCATION AND PLEDGE OF ALLEGIANCE/SALUTE TO THE STATE FLAG

ROLL CALL

APPROVAL OF AGENDA

Councilor Jackson moved to Approve the Agenda as Presented and to Allow the Mayor to Move Items as Necessary. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

CONSENT REGULAR ITEMS

Councilor Cory moved to Approve the Consent Regular Items as presented. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

1 Approval of Governing Body Minutes
February 10, 2026 - Regular Meeting
February 26, 2026 - Special Meeting
March 3, 2026 - Workshop Meeting
March 6, 2026 - Special Meeting

2 Approval of Certificate of Destruction #2026-001

3 Approval of Request to Schedule Public Hearing at the Special Meeting on March 24, 2026 for Adoption of Ordinance 2026-10, an Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Chapter 54, Land Use; Article II- Land Development Code; Division 4-Zoning Districts; Section 54-72 – Overlay Zones; and Appendix A—Fees, Fines, and Penalties.

4 Approval of Adoption of Resolution 2026-11, a Resolution Authorizing Disposal of Surplus Property.

5 Approval of Adoption of Resolution 2026-12, a Resolution for Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2027, in the Amount of $2,000,000.00.

6 Approval of Adoption of Resolution 2026-13, a Resolution for Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2027, in the Amount of $500,000.00.

7 Approval of Award of ITB #2026-004B to DUB-L-EE, LLC for Two Rivers Water Intake and Transmission System.

8 Approval of Ratification of Adoption of Resolution 2026-16, a Resolution Supporting Applications to the New Mexico Finance Authority Under the Colonias Infrastructure Fund.

9 Approval of Ratification of Adoption of Resolution 2026-17, a Resolution Supporting Applications to the New Mexico Finance Authority Under the Local Solar Access Fund.

PUBLIC INPUT (LIMITED UP TO THE FIRST HOUR OF THE MEETING)

Alec Davis of the Ruidoso Professional Fire-Fighter's Association stated the following: He was an elected officer of the Fire Fighter's Union; expressed gratitude for the time and support of the Governing Body; would provide members with a voice and collaborate with the village, putting the community first; safety and professionalism were the priority; Fire Fighters remained committed to the community and did not want to impose a financial burden; Mayor and Council had stood by the community; congrats to Mayor Crawford and Councilor Hooker on re-election; and special thanks to Councilors Eby and Jackson for their contributions to the community.

Mary Helen Johnson at 101A Johnson Road stated the following: Thanked the Governing Body for their Public Service; her dad was a former Mayor of Ruidoso; needed help to save

her cabin; Paving on road had backed up sewer; hesco barriers placed by the state route water through her property; she was dealing with the Village as well as the State and Federal government; she replaced her driveway twice and it was gone again; and communication between entities was a problem.

Tim Duckworth stated the following: he was anticipated speed camera installed in Midtown; speeding was a problem; implored the Police Department to issue tickets at 30mph in Midtown; safety of visitors and locals was at risk; and congrats to Mayor and thanks to Council.

Bill Hall stated the following: Thanks to Councilors Jackson and Eby; thanks for covering up graffiti in Midtown; thanks for street cuts from Kinetic; supported the IPUSA items; addressed the unfortunate mistruths and lies with the election cycle; challenged Council to track obligated money spent on projects and FEMA and distribute a once a quarter report of recovery and finances; and mitigation was needed for reservoir and debris control and to make sure intake was not blocked.

Nick Lawrence stated the following: he was a resident since 1983; worked with Ruidoso youth; was concerned about not enough activities for youth; the general perception was the Village did not care about the youth; fields were leased to a private business at a premium; there were limited places for youth; Parks and Recreation was working with him; Memorial Day brought 170 teams to Ruidoso; more tournaments would bring money into Ruidoso; without the race track the Village needed revenue; teams drop out for lack of fields; he came with a group years ago and still nothing had been done; he urged Council to consider families and children; there was abundance of cannabis locations and not enough for kids to do; and he thanks council for their service.

Scott Maynard stated the following: thanked Council and congratulated Councilor Hooker; the Village had eight years with Mayor Crawford; conservation of water was important; San Francisco was requiring large buildings to harvest water; he urged Council to add cisterns and rain harvesting to the code of ordinances; wells were running dry; and water conservation should be a priority and in building codes.

MAYORAL REPORTS AND PRESENTATIONS

1 Presentation of New Employees, Promotions and Transfers

Mayor Pro Tem Salas recognized the following New Hires and Promotions:

New Hires:

- Miguel Machorro – Parks Maintenance Tech – DOH 2-23-26
- Jeremy Woods- Parks Maintenance Tech – DOH 2-23-26
- Abel Borrego- Waste Water Tech – DOH 2-23-26
- Alexander Nocella- Event and Recreation Supervisor -DOH 3-2-26
- Rachel Morgan- Utility Billing Clerk – DOH 3-9-26

Earned Water Levels:

- Lukas Pickard- Level 1 (Water Production)
- Jeremy Garcia- Level 3 (water Production)
- Justin Voorbach- Level 3 (Water Production)

Promotions:

- Jeremy Brown-Water Distribution/Wastewater Collection Supervisor
- Michael Sralik -Deputy Clerk
- Hernan Nunez- Water Distribution/Heavy Equipment Operator
- Jimmy Hernandez - Police Department Corporal
- Yancy Darby - Police Department Corporal
- Joshua Whitt - Police Department Corporal
- Rogelio Garcia - Water/Wastewater Meter Reader Foreman

Transfers:

- Mark Coker - Assistant Parks and Recreation Director

2 Oath of Office for Michael Sralik, Deputy Clerk

Mayor Pro Tem Salas issued the Oath of Office to Michael Sralik as Deputy Clerk for the Village of Ruidoso.

3 Recognition of Councilors Gary Jackson and Joseph Eby for their Years of Service to the Village of Ruidoso

Mayor Pro Tem Salas presented plaques to Councilor Jackson and Eby for their years of service to the Village of Ruidoso.

BOARD AND COMMISSION APPOINTMENTS

1 Discussion and Possible Action of Appointment of Rafael "Rifle" Salas to the Southeastern New Mexico Economic Development District Council of Governments.

Councilor Cory moved To Approve Appointment of Rafael "Rifle" Salas to the Southeastern New Mexico Economic Development District Council of Governments. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

VILLAGE MANAGER REPORT

1 Village Manager's Report

2 Update on Clean and Lien Properties

Alex Koenig presented a presentation on Clean and Lien that covered the following properties: 100 Nogal; 116 Nogal; 2527 Sudderth; 205/209 Spring Rd.; and 154

Spruce.

3 Update on Short Term Rental Software

Matthew Davis with Deckard Technology stated the following: the short term rental software was moving into the implementation stage; there were 584 properties in the system; system was scrubbing the internet to identify non-compliant properties; the tax and registration and inspection modules were open to public; and Deckard conducted training with property owners and managers which was successful.

Councilor Cory shared his frustration about the difficulty property owners and managers are having with the software as well as the software not preforming as advertised and inquired if the learning curb was with staff of the end user.

Councilor Lutterman stated she was of the understanding there were over 1300 short term rentals, and did not understand why the system only had 584.

Councilor Eby stated as an owner of a short term rental property he was not able to logon to the software.

Ronald Sena stated the following: A follow-up training for owners and managers would occur; the conversion should have pulled all users into the new system; and would be followed-up on.

Mr. Davis stated the following: the learning curb was with the end user; would take a year for customers to learn the system; the data export from the previous vendor was missing fields which caused issues; and the new data was clean.

4 Update on Lincoln County Buyout Program - Jason Burns, Lincoln County Manager

Jason Burns, Lincoln County Manager stated the following; Thanked the Governing body for their time; NRCS approved the secure funding for the buyout program; there was a 75/25 match and the plan was to bring in stakeholders; worked on clear and defined plans from beginning of project to end of project; would work with the Village and state to ensure the project worked for constituents; and the plan would provide options to the citizen's after a disaster that was no fault of their own.

Councilor Lutterman inquired about the start date.

Mr. Burns stated the following: he would have a start date when all contracts were completed; program was prioritized on a scale of 1-5; and program would determine scales 1-2 as destroyed or irreparable.

Councilor Cory inquired if the program was a county or municipal level task, and who retained ownership of the properties after they have been cleared.

Mr. Burns stated: the County would administer the program and would take ownership of the properties, but ownership would be reevaluated at a later date.

REPORTS FROM MUNICIPAL OFFICIALS

Councilor Lutterman stated the following: It was a pleasure to work with Councilors Jackson and Eby and they will be missed.

Councilor Cory stated the following: Wished the best to Councilors Eby and Jackson; when Joe Eby spoke it was sage wisdom and he looked forward to his continued work on boards and commissions; Gary Jackson had been a longtime friend; and their service was of great inspiration and insight.

Councilor Hooker stated the following: The election was daunting; and good luck to Councilors Jackson and Eby, it was a pleasure to work with them.

Councilor Eby stated the following: Congratulations to the new employees and promotions; thanks to the past and present employees and administration; thanks to the Governing Body; his last priority was to remind people that Ruidoso was strong and together; elicited a positive response from the public; Ruidoso should rise to a level that encourages positivity; Congrats to new Councilors Sanchez and Brophy; thanks to voters for voting; and asked the community to support the new Council members.

Councilor Jackson stated the following: he had always put service before self; and he would miss everyone.

Mayor Pro Tem Salas stated the following: thanked the candidates; encouraged people to attend the swearing-in ceremony; Mayor Crawford had done a great job looking to the future with rates and fees; thanked citizens for approving the bond for infrastructure; good leaders must first be good servants; Council needed to stand together; and Ron's leadership had been great.

PUBLIC HEARINGS

1 Public Hearing for Application Submitted by Still Wild NM LLC, Located at 2515 Sudderth Dr., Ruidoso, NM, for Craft Distiller Liquor License with On Premises Consumption and Package Sales License #BLA-0000016142.

Yvonne Vigil stated the following: The Clerk’s office received an application for consideration of a Craft Distiller Liquor License with On Premises Consumption and Package Sales No. BLA-0000016142, from Still Wild NM, LLC. located at 2515 Sudderth Dr. Ruidoso, NM; notice of public hearing was published 2 times as required by state statute on February 19, 2026 and February 26, 2026; and as of this date and time, the Clerk’s office has not received any correspondence of opposition or approval of the application.

Mayor Pro Tem Salas opened the public hearing for Application Submitted by Still Wild NM LLC, Located at 2515 Sudderth Dr., Ruidoso, NM, for Craft Distiller Liquor License with On Premises Consumption and Package Sales License #BLA-0000016142. Mayor Pro Tem Salas then asked if there was any public comment concerning the ordinance. There being none Mayor Pro Tem Salas closed the public hearing.

Councilor Cory moved To Approve Application Submitted by Still Wild NM LLC, Located at 2515 Sudderth Dr., Ruidoso, NM, for Craft Distiller Liquor License with On Premises Consumption and Package Sales License #BLA-0000016142. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

REGULAR ITEMS

1 Discussion and Possible Action on 2026 Village of Ruidoso Strategic Plan.

Ronald Sena stated the following; On January 27-28, 2026, a Strategic Planning Workshop was held to present Department Tactical Plans to Council; after guidance from Council those plans were updated.

Councilor Hooker moved To Approve 2026 Village of Ruidoso Strategic Plan. Councilor Lutterman seconded and the motion carried with a roll call vote of all ayes.

2 Discussion and Possible Action on Ratification of Land Lease Agreement and First Amendment to Land Lease Agreement with IPUSA-R, on a Parcel of Land Consisting of Approximately 11.28 acres, Located Adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico for the Operation of an energy Conversion Facility.

Ronald Sena stated the Land Lease Agreement and First Amendment had been signed by Mayor Crawford and would be ratified.

Councilor Lutterman moved To Approve Ratification of Land Lease Agreement and First Amendment to Land Lease Agreement with IPUSA-R, on a Parcel of Land Consisting of Approximately 11.28 acres, Located Adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico for the Operation of an energy Conversion Facility. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

3 Discussion and Possible Action on Second Amendment to Land Lease Agreement with IPUSA-R, on a Parcel of Land Consisting of Approximately 11.28 acres, Located Adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico for the Operation of an energy Conversion Facility.

Ronald Sena stated the following: The Parties desired to amend the terms of the Land Lease Agreement as followed: 1. Amendment to Paragraph 2 “TERM” of the Land Lease Agreement: Paragraph 2 of the Land Lease Agreement is hereby amended to state: “The initial term of this Lease shall be for twenty (20) years, commencing on November 12, 2025 (the “Commencement Date”) and ending on November 11, 2045”; 2. Except as expressly modified by this Amendment, all terms and conditions of the Price Participation Agreement shall remain in full force and effect; and 3. This Amendment may be executed in counterparts, each of which should be deemed an original, but all of which together should constitute one and the same agreement.

Councilor Jackson moved To Approve Second Amendment to Land Lease Agreement with IPUSA-R, on a Parcel of Land Consisting of Approximately 11.28 acres, Located Adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico for the Operation of an energy Conversion Facility. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

4 Discussion and Possible Action on Ratification of Project Participation Agreement with IPUSA-R, for the Operation of an energy Conversion Facility.

Ronald Sena stated the Project Participation Agreement had been signed by Mayor Crawford and would be ratified.

Councilor Lutterman moved To Approve Ratification of Project Participation Agreement with IPUSA-R, for the Operation of an energy Conversion Facility. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

5 Discussion and Possible Action on First Amendment to Project Participation Agreement with IPUSA-R, for the Operation of an Energy Conversion Facility.

Ronald Sena stated amendments were made to the following: Profit Payment and Schedule; Share of Sales of Commodities; and Lease Agreement.

Councilor Jackson moved To Approve First Amendment to Project Participation Agreement with IPUSA-R, for the Operation of an Energy Conversion Facility. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

6 Discussion and Possible Action on Termination of Lease Agreement with the Ruidoso Valley Chamber of Commerce for Real Property Located at 720 Sudderth Dr., Ruidoso, New Mexico.

Ronald Sena stated the following: The improvements constructed on the Leased Premises were damaged beyond repair as a result of flooding, rendering the Leased Premises unsuitable for the Chamber's continued use and occupancy; and the Village and the Chamber mutually desired to terminate the Lease in its entirety, effective upon the date of full execution.

Councilor Eby moved To Approve Termination of Lease Agreement with the Ruidoso Valley Chamber of Commerce for Real Property Located at 720 Sudderth Dr., Ruidoso, New Mexico. Councilor Jackson seconded. Councilor Cory abstained. The motion carried with a roll call vote of all ayes.

7 Discussion and Possible Action on Adoption of Resolution 2026-14, a Resolution Finding the Property Located at 205/209 Spring Rd. Subdivision C.E, Webb Tract Subdivision, Lot 13B, Ruidoso, New Mexico, a Public Nuisance.

Alex Koenig stated the following: The owner, occupant or agent was advised that within ten (10) days of the receipt of a copy of the Resolution by personal service or by certified mail, return receipt requested at the owner’s or occupant’s last known address, or by posting and publication of a copy of this Resolution, he or she who is in charge of the building, structure or premises should commence correction of the

violations, or file a written objection to this order with the Village Clerk, requesting a hearing before the Governing Body of the municipality; the Hearing should occur at the next regularly scheduled meeting of the Governing Body after the Village receives notice; in the event that such removal or correction of the above mentioned violations was not commenced or written objection was not filed with the Village Clerk within ten (10) days after service of a copy of this resolution, then the Village of Ruidoso was authorized and directed to cause such violations to be removed or corrected; and at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such actions should become a subsisting and valid lien against the property, lot, or parcel of land which action has been taken against, and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

Councilor Lutterman To Approve Adoption of Resolution 2026-14, a Resolution Finding the Property Located at 205/209 Spring Rd. Subdivision C.E, Webb Tract Subdivision, Lot 13B, Ruidoso, New Mexico, a Public Nuisance. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

8 Discussion and Possible Action on Adoption of Resolution 2026-15, a Resolution Finding the Property Located at 154 Spruce Dr., Ponderosa Heights Subdivision, Unit V, Block 1, Lot 92, Ruidoso, New Mexico, a Public Nuisance.

Alex Koenig stated the following: The owner, occupant or agent was advised that within ten (10) days of the receipt of a copy of the Resolution by personal service or by certified mail, return receipt requested at the owner's or occupant's last known address, or by posting and publication of a copy of this Resolution, he or she who is in charge of the building, structure or premises should commence correction of the violations, or file a written objection to this order with the Village Clerk, requesting a hearing before the Governing Body of the municipality; the Hearing should occur at the next regularly scheduled meeting of the Governing Body after the Village receives notice; in the event that such removal or correction of the above mentioned violations was not commenced or written objection was not filed with the Village Clerk within ten (10) days after service of a copy of this resolution, then the Village of Ruidoso was authorized and directed to cause such violations to be removed or corrected; and at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such actions should become a subsisting and valid lien against the property, lot, or parcel of land which action has been taken against, and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

Councilor Salas moved To Approve Adoption of Resolution 2026-15, a Resolution Finding the Property Located at 154 Spruce Dr., Ponderosa Heights Subdivision, Unit V, Block 1, Lot 92, Ruidoso, New Mexico, a Public Nuisance. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

9 Discussion and Possible Action on Agreement with CUTLER Repaving, Inc. through the New Mexico Statewide Price Agreement No. 30-80500-23-17018 for Pavement Patching on Cree Meadows Drive, Meander Drive, and White Mountain Meadows Drive in the Amount of $931,399.17 Including NMGRT.

Levi Beaty stated the following: The Village of Ruidoso was awarded New Mexico Department of Transportation Project Funds; the project scope included: repaving, patching and permanent striping on Cree Meadows Drive (1 mile), Meander Drive (0.7 miles), and White Mountain Meadows Drive (2.4 miles) for a total of 4.1 miles; and the proposal would include 4" of additional patching on Cree Meadows Drive (1 miles), Meander Drive (0.7 miles), an White Mountain Meadows Drive (2.4 miles) for a total of 4.1 miles.

Councilor Jackson moved To Approve Agreement with CUTLER Repaving, Inc. through the New Mexico Statewide Price Agreement No. 30-80500-23-17018 for Pavement Patching on Cree Meadows Drive, Meander Drive, and White Mountain Meadows Drive in the Amount of $931,399.17 Including NMGRT. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

10 Discussion and Possible Action on Agreement with DUB-L-EE, LLC for Two Rivers Intake and Transmission System, Awarded through ITB #2026-004B in the Amount of $4,551,240.78.

Jaquelyne Pena stated the project was part of a Water Trust Board Grant/Loan and contractor would Provide all labor, materials, equipment, installation, and related incidentals for complete installation and operation of the Two Rivers Raw Water Intake and Transmission System (Project).

Councilor Jackson moved To Approve Agreement with DUB-L-EE, LLC for Two Rivers Intake and Transmission System, Awarded through ITB #2026-004B in the Amount of $4,551,240.78. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

Following Closed Session Councilor Jackson moved to put this item back on the table. Councilor Hooker seconded and and motion carried with a roll call vote of all ayes.

Councilor Jackson then made the amended motion as follows: To Approve Agreement with DUB-L-EE, LLC for Two Rivers Intake and Transmission System, Awarded through ITB #2026-004B in the Amount of $4,923,873.62 Including NMGRT. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

11 Discussion and Possible Action on Proposal from Rymarc Construction Inc., for the Paradise Canyon Roadway and Shoulder Stabilization Project, Adding Rock and Concrete to Rehabilitate Existing Bank, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $201,847.89 Including NMGRT.

Levi Beaty stated the following; Rymarc Construction, Inc. proposed to accomplish the following items of work per site visit: Project Scope: Provide traffic control plan for approval, Mark areas of excavation and call in a NM 1- call; due to the complexity of the work, Paradise Canyon Road would have to be closed to any through traffic; public works would open the roadway to full traffic from Friday afternoons thru the weekend; mobilize Heavy Equipment to project site; set up Traffic Control; import fractured large rocks, 2’x2’x3’ up to 3’x3’x4’ utilizing Semi truck with flat bed trailer;

excavate below stream bed and set fractured rocks in place, after the second course of rocks are placed, order and place 3,000 PSI concrete between the back of the fractured rock and the existing bank that is deteriorating; set an additional 2- courses and place concrete between existing bank and back of large rocks, continue this method until the void is completely filled to just below the top of roadway, and maintain positive drainage from roadway to creek; three areas were identified per the Village of Ruidoso; approximately 264 linear feet of area to stabilize; and upon project completion cleanup, sweep roadway, and open road to traffic would occur.

Councilor Jackson moved To Approve Proposal from Rymarc Construction Inc., for the Paradise Canyon Roadway and Shoulder Stabilization Project, Adding Rock and Concrete to Rehabilitate Existing Bank, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $201,847.89 Including NMGRT. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

12 Discussion and Possible Action on Agreement with Dods Diving Global AS to Host Dods Diving World Tour and a Financial Contribution of $100,000.00.

Eddie Ryan stated more time was needed for the planning of the event.

Item was informational only and no action was taken.

CLOSED SESSION

Councilor Jackson made a motion to recess into:

- Discussion of limited personnel matters. § 10-15-1.H.2, NMSA 1978.
- Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Village of Ruidoso is or may become a participant. §10-15-1.H.7, NMSA 1978.
- Discussion of the purchase, acquisition, and/or disposal of real property and/or water rights by the Village of Ruidoso. § 10-15-1.H.8, NMSA 1978.

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

Mayor Pro Tem Salas recessed the Regular Meeting and entered into Closed Session at 4:06 p.m.

Present in closed session were members of the Governing Body, Ronald L. Sena, Village Manager; and Yvonne Vigil, Village Clerk.

Mayor Crawford adjourned the Closed Session and reconvened the Regular Meeting at 5:42 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, Councilor Hooker seconded and the motion

carried with a roll call vote of all "ayes".

ADJOURN

There being no further business to come before the Governing Body, Mayor Pro Tem Salas adjourned the Regular Meeting at 4:41 p.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 16th day of April, 2026.

APPROVED:

_____
Lynn D. Crawford, Mayor

ATTEST:

_____
Yvonne Vigil, Village Clerk

VILLAGE OF RUIDOSO
VILLAGE OF RUIDOSO GOVERNING BODY SPECIAL MEETING MINUTES
313 CREE MEADOWS DR. RUIDOSO
NM,88345
MARCH 24, 2026
9:00 AM

NOTICE OF SPECIAL MEETING

CALL TO ORDER

Mayor Crawford called the Special Meeting of the Governing Body, Village of Ruidoso, to order at 9:00 a.m. by calling for a Moment of Silence and the Pledge of Allegiance/Salute to the State Flag. Councilors Eby, Lutterman, Hooker, Salas, Jackson and Cory were recorded present in person. Municipal employees present in person were Ronald L. Sena, Village Manager; Yvonne Vigil, Village Clerk; Michael Sralik, Deputy Clerk; Eddie Ryan, Manager of Events and Strategic Planning; Cade Hall, Fire Chief; Austin Meuli, Assistant Fire Chief; Christy Coker, Customer Service Manager; Roderick Kimbrell, Purchasing Agent; Colin Bell, Assistant Finance Director; Alex Koenig, Community Development Director; Jason Janopoulos, Deputy Police Chief and Steven Minner, Police Chief. Village of Ruidoso Legal Counsel present via Zoom was Jarad Najjar. Employees present via Zoom were Judi Starkovich, Finance Director; Robin Parks, Staff Acountant II; Dianne Staab, Library Manager; Dick Cooke, Forestry Director; Britta Magnusson, Office Manager; Terry Yarborough, Water Production Manager; and Gina Corliss, Executive Administrative Assistant.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE/SALUTE TO THE STATE FLAG

ROLL CALL

AGENDA ITEMS

1 Public Hearing for Adoption of Ordinance 2026-10, an Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Chapter 54, Land Use; Article II-Land Development Code; Division 4-Zoning Districts; Section 54-72 – Overlay Zones; and Appendix A—Fees, Fines, and Penalties.

Alex Koenig stated the following: The Governing Body amended Section 54-72 of the Village Code regarding regulation of Short-Term Rental (STR) properties in February 2025; among the changes made was a prohibition on the use of fire pits and outdoor burning at any STR property in the Village; the ordinance furthermore directed the Community Development Director to suspend the permit of an STR of any property where the illegal use of a fire pit or outdoor burning reported to the Village or third-party monitoring agency and confirmed by the Village with the Community Development Director then placing on the next available regular Governing Body agenda to request revocation of the STR permit; and the proposed amendments would substitute the Planning Commission for the Governing Body for the hearing and consideration of revocation of the STR permit and that the decision of the Planning Commission would be final with no right of appeal to the Governing Body.

Mayor Crawford opened the Public Hearing for public comment.

Shane Zimmerman stated the following: he owned three short term rentals in the village; the final discission on revocation should be at the governing body level; landlords can do everything right and the tenant could still cause issues; owners were penalized unjustly; the fires were not caused by fire pits; guests enjoyed the fire pits; what would be the risks of a propane fire pit; and he urged council to have checks and balances.

Kayla Robinson stated the following: checks and balances needed to be put into place; the fire department issuing citations was going to help; and homeowners need to do their part.

Mayor Crawford closed the Public Hearing.

After discussion by Council, it was decided that more research was needed for this ordinance.

Councilor Cory moved to Postpone the item to the June 9, 2026 Regular Meeting. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

2 Discussion and Possible Action on Agreement between the Village of Ruidoso and Roso's Ristorante, to Operate a Full Service Restaurant at 118 Lakeshore Drive, Alto New Mexico.

Ronald Sena stated the agreement would allow Roso's Ristorante to operate a restaurant at 118 Lakeshore Drive.

Councilor Lutterman moved to Approve Agreement between the Village of Ruidoso and Roso's Ristorante, to Operate a Full Service Restaurant at 118 Lakeshore Drive, Alto New Mexico. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

3 Discussion and Possible Action on Adoption of Resolution 2026-18, a Resolution Authorizing the Village of Ruidoso to Submit an Application to the New Mexico Finance Authority to Participate in the Local Government Planning Fund.

Councilor Hooker moved to Approve Adoption of Resolution 2026-18, a Resolution Authorizing the Village of Ruidoso to Submit an Application to the New Mexico Finance Authority to Participate in the Local Government Planning Fund. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

4 Discussion and Possible Action on Proposal from Rymarc Construction, Inc. for Roof Replacement on Two Existing Cabins and Exterior Repairs at 603 Mechem Dr. Utilizing NM GSD Statewide Price Agreement No. 30-00000-23-00070 in the Amount of $90,202.72 Including NMGRT.

Ronald Sena stated this proposal would cover repairs to cabin roofs and exterior at 603 Mechem.

Councilor Jackson move to Approve Proposal from Rymarc Construction, Inc. for Roof Replacement on Two Existing Cabins and Exterior Repairs at 603 Mechem Dr. Utilizing NM GSD Statewide Price Agreement No. 30-00000-23-00070 in the Amount of $90,202.72 Including NMGRT. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

5 Discussion and Possible Action on Proposal from Rymarc Construction Inc., for the Porr Drive/Brady Canyon Low Water Crossing Emergency Temporary Repair, Installing a Culvert and Relocating Sewer Line to Reduce Flooding Impacts, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $403,939.00 Including NMGRT.

Isabel Martinez stated the following: Rymarc Construction proposed to accomplish the following items of work per site visit: Project Scope: provide traffic control plan for approval; mark areas of excavation and call in a NM 1- call; set up pump for bypass pumping; excavate and remove existing structures; excavate all loose soft material from culvert installation area; utilize Rip Rap to stabilize bottom of culvert area once area is stable, install 1' thick pipe bedding and compact; install 2- runs of 4' diameter corrugated culvert pipe; backfill between/over pipe with Engineered Material; form and install rebar reinforcement over new culvert pipe, (area: 30' x 70' x 6" thick) place and finish 4,000 PSI with air concrete with thickened edge; form, install rebar reinforcement on both inlet and outlet side of culvert, place 4,000 PSI concrete and finish concrete on compacted sloped areas; relocate and reconnect existing sewer line and water line; haul off all excess excavated materials to landfill; install City Supplied Asphalt from existing asphalt roadway to edge of new concrete apron on both sides; and existing road width was 30' and would maintain the 30' width.

Councilor Lutterman moved to Approve Proposal from Rymarc Construction Inc., for the Porr Drive/Brady Canyon Low Water Crossing Emergency Temporary Repair, Installing a Culvert and Relocating Sewer Line to Reduce Flooding Impacts, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $403,939.00 Including NMGRT. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

6 Discussion and Possible Action on Task Order #2026-001P-01 with Souder, Miller & Associates for Professional Engineering Services on the Design and Construction Observation of the Upper Canyon Diversion Reconstruction in the Amount of $421,890.14 Including NMGRT.

Isabel Martinez stated the task order was for design and construction observation of the Upper Canyon diversion reconstruction.

Councilor Eby moved to Approve Task Order #2026-001P-01 with Souder, Miller & Associates for Professional Engineering Services on Design and Construction Observation of the Upper Canyon Diversion Reconstruction in the Amount of $421,890.14 Including NMGRT. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

CLOSED SESSION

Councilor Jackson made a motion to recess into:

- Discussion of limited personnel matters Concerning Village Manager. § 10-15-1.H.2, NMSA 1978.
- Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Village of Ruidoso is or may become a participant. §10-15-1.H.7, NMSA 1978.
- Discussion of the purchase, acquisition, and/or disposal of real property and/or water rights by the Village of Ruidoso. § 10-15-1.H.8, NMSA 1978.

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

Mayor Crawford recessed the Special Meeting and entered into Closed Session at 10:08 a.m.

Present in closed session were members of the Governing Body, Ronald L. Sena, Village Manager; Yvonne Vigil, Village Clerk, Cheryl Gerthe, Human Resource Manager; Cade Hall, Fire Chief; and Austin Meuli, Assistant Fire Chief.

Mayor Crawford adjourned the Closed Session and reconvened the Regular Meeting at 11:30 a.m.

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

ADJOURN

There being no further business to come before the Governing Body, Mayor Crawford adjourned the Special Meeting at 11:31 a.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 14th day of April, 2026.

APPROVED:

_____
Lynn D. Crawford, Mayor

ATTEST:

_____
Yvonne Vigil, Village Clerk

VILLAGE OF RUIDOSO
VILLAGE OF RUIDOSO GOVERNING BODY WORKSHOP MEETING MINUTES
313 CREE MEADOWS DR. RUIDOSO
NM,88345
APRIL 7, 2026
8:00 AM

NOTICE OF WORKSHOP MEETING

CALL TO ORDER

Mayor Crawford called the Workshop Meeting of the Governing Body, Village of Ruidoso to order at 8:00 a.m. Councilors Salas, Cory, Hooker, Brophy, Lutterman and Sanchez were recorded present in person. Municipal employees present in person were Ronald L. Sena, Village Manager; Heath Dobrovolny, Deputy Village Manager; Yvonne Vigil, Village Clerk; Michael Sralik, Deputy Village Clerk; Matthew Baird, Parks and Recreation Director; Joshua Long, Assistant Public Works Director; Eddie Ryan, Manger of Events and Strategic Partnerships; Jason Janopoulos, Deputy Police Chief; Levi Beaty, Public Works Director; Alex Koenig, Community Development Director; Mark Coker, Assistant Parks and Recreation Director; Vyanca Vega, Capital Projects Coordinator; Cade Hall, Fire Chief; Christopher Comacho, GIS Coordinator/Planner; and Isabell Martinez, Public Works Administrative Assistant. Municipal employees present via Zoom were Dianne Staab, Library Manager; Anthony Montes, Community Center Manager; Terry Yarborough, Water Production Manager; Judi Starkovich, Finance Director; Robyn Bryant, Solid Waste Office Manager; Eric Queller, Emergency Manager; Dick Cooke, Forestry Director; Madison Schlotfeldt, Staff Accountant II; and Jerry Parsons, Solid Waste Manager. Ruidoso Legal Counsel present via Zoom was Jared Najjar.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE/SALUTE TO THE STATE FLAG

ROLL CALL

AGENDA ITEMS

1 Discussion on Update to 100 Year Floodplain Map.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the April 16, 2026 Rescheduled Regular/Organizational Council Meeting.

2 Discussion on Adoption of Resolution 2026-21, a Resolution to Accept the Fiscal Year 2025 Audit for the Year Ending June 30, 2025.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the April 16, 2026 Rescheduled Regular/Organizational Council Meeting.

3 Discussion on Adoption of Resolution 2026-20, a Resolution Authorizing the Execution and Delivery of a Colonias Infrastructure Project Fund Grant Agreement

by and Between the New Mexico Finance Authority (NMFA) and the Village of Ruidoso, in the Total Amount of $4,080,659.00, Evidencing an Obligation of the Grantee to Utilize the Grant Amount Solely for the Purpose of Financing the Costs of Designing and Constructing Four Destroyed Roadways to Restore Access to Neighborhoods and Local Access Points, and Solely in the Manner Described in the Grant Agreement; Providing for the Acceptance of a Grant Amount of $4,080,659.00; Certifying that the Grant Amount, Together with Other Funds Available to the Grantee, is Sufficient to Complete the Project; Approving the Form of and Other Details Concerning the Grant Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent with this Resolution; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Grant Agreement.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the April 16, 2026 Rescheduled Regular/Organizational Council Meeting.

4 Discussion on Lease Agreement between the Village of Ruidoso and the Ruidoso Valley Chamber of Commerce for Real Property Located at 200 Country Club Dr., Ruidoso, New Mexico.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the April 16, 2026 Rescheduled Regular/Organizational Council Meeting.

5 Discussion on Task Order #2026-002P-01 with Souder, Miller & Associates for Professional Engineering Services on the Design and Construction Observation of the Mechem Utility Relocation in the Amount of $118,862.36 Including NMGRT.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the April 16, 2026 Rescheduled Regular/Organizational Council Meeting.

6 Discussion on Task Order RFP #2026-001P-02 with Souder, Miller & Associates for Professional Engineering Services on the Design and Construction Observation of the Ponderosa Heights Improvements in the Amount of $607,754.10 Including NMGRT, Contingent Upon Fully Executed Colonias Emergency Grant Agreement.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the April 16, 2026 Rescheduled Regular/Organizational Council Meeting.

7 Discussion on Proposal from Lynco Electric Company, Inc., for the Eagle Creek Sports Complex Lighting Project, Adding New LED Lights to Fields A,B, and C Utilizing NM GSD Statewide Price Agreement #40-00000-24-00074 in the Amount of $1,057,078.80 including NMGRT.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the April 16, 2026 Rescheduled Regular/Organizational Council Meeting.

8 Discussion on Proposal from Mammoth Sports Construction for the Installation of Artificial Turf Infield at the Eagle Creek Sports Complex on Field A, B, and C, Utilizing Equalis Group Publicly Procured Master Agreement Contract #COG-2138A in the Amount of $1,290,000.00 including NMGRT.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the April 16, 2026 Rescheduled Regular/Organizational Council Meeting.

ADJOURN

There being no further business to come before the Governing Body, Mayor Crawford adjourned the workshop meeting at 9:22 a.m.

MINUTES ARE DRAFT UNTIL APPROVED ON:

Passed and approved on this 16th day of April, 2026.

APPROVED:

_____
Lynn D. Crawford, Mayor

ATTEST:

_____
Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 2.

To:

Presenter(s): Yvonne Vigil, Village Clerk

Meeting Date: April 16, 2026

Re: Approval of Certificate of Destruction #2026-002

Item Summary:

Approval of Certificate of Destruction #2026-002

Financial Impact:

None

Item Discussion:

Approval to destroy records listed in Certificate of Destruction #2026-002 that have reached their retention period.

Recommendations:

To Approve Certificate of Destruction #2026-002

ATTACHMENTS:
Certificate of Records Destruction 2026-02.pdf

CERTIFICATE OF RECORDS DESTRUCTION NO. 2026-02

Village of Resolution 2021-39 Municipal Records Retention Policy Guidelines, authorizes the destruction of certain records that have reached their retention date.

Per Resolution 2021-39, the following records will be destroyed by shredding through the services of Vital Records Control (VRC), a bonded, certified and secured records destruction company.

See Attachment "A"

Approval for destruction of noted records was approved by the Governing Body of the Village of Ruidoso on the 16th day of April, 2026.

_____ _____

Lynn D. Crawford, Mayor Yvonne Vigil, Village Clerk

Attachment "A"

Records No.	Record Series Name	Description	Retention Period	Dept.
18.12.006	Closed Warrants, Non-DUI	January 2021-December 2022	3 Years after Case Closed	Municipal Court
18.06.023	Permits, Short Term	January 2017- December 2019	3 Years after close of fiscal year in which permit issued	Clerk
18.12.006	Criminal Case File, Non-DWI	January 2021- December 2022	3 Years After Case Closed	Municipal Court
18.01.004	Administrative Reference Files (Non-executive levels)	January 2021- December 2022	Until no longer needed for reference	General
18.06.006	Election Administration	2024 Municipal Officer Election Material	45 Days after Canvass or Resolution of Contest of Recount	Clerk
18.06.008	Election Administration	2024 Municipal Officer Election Material	2 Years after the Election	Clerk
18.14.039	Public (IPRA) Records Files	IPRA Material January 2020-December, 2024	1 Year after File Close	General
18.01.014	Correspondence (Staff Level)	Staff Correspondence January 2013- December, 2019	1 Year after Close of Fiscal Year	General
18.01.011	Complaint Files	Complaints January 2011 – December, 2018	1 Year after Close of File	General
18.01.013	Correspondence (Elected/Executive Level)	Correspondence March, 2019	2 Years after Close of Fiscal Year	General

18.01.036	Project Control File, Non -Construction	Correspondence January 2015-December, 2015	1 Year after Close of Fiscal Year which Project Completed of Resolved	General
18.01.042	Reports – General	Appendix to Haz-Mit Plan, October 2012 NPDES Monitoring Report September 2013	2 Years after Date File Closed	General
18.03.001	Accounts Payable	Invoice – Law Office of Lazaro E. Fernandez April 15, 2019	3 Years after Audit Report	Finance
18.01.025	Leases	Dog Park Site Lease Documents November, 2009	3 Years after File Close	General

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 3.

To:

Presenter(s): Christy Coker, Customer Service Manager
Ronald Sena, Village Manager

Meeting Date: April 16, 2026

Re: Approval of Award of RFP #2026-07P to Q Structures, LLC, for Property Assessment Consultant Services.

Item Summary:

Approval of Award of RFP #2026-07P to Q Structures, LLC, for Property Assessment Consultant Services.

Financial Impact:

None

Item Discussion:

Legal Ads were placed in three (3) newspapers: Ruidoso News, Las Cruces Sun News and Albuquerque Journal on 3/19/26.

One (1) firm drew down on the RFP from the Village of Ruidoso website. No pre-proposal conference was held.

One (1) firm submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Q Structures, LLC

Zero (0) addenda were issued for this RFP.

Proposal Submission Deadline was 04/07/26 at 3:00pm.

Recommendations:

To Approve Award of RFP #2026-07P to Q Structures, LLC, for Property Assessment Consultant Services.

ATTACHMENTS:
RFP #2026-007P Eval Comm. Report Signed.pdf
RFP #2026-007P Evaluation Score Summary.pdf

EVALUATION COMMITTEE REPORT	
RFP TITLE	Property Assessment Consultant Services
RFP NUMBER	2026-007P
DATE OF REPORT	04/08/26
AUTHOR	Christy Coker
AUTHOR PHONE/EMAIL	575-258-4343 Ext. 1045 purchasing@ruidoso-nm.gov

The purpose of this report is to concisely summarize the activity and recommendations of the evaluation committee process. The Evaluation Committee Report will be:

written by the purchasing lead or designee,
approved by the evaluation committee,
signed by the evaluation committee,
And become part of the procurement file.

Section 1. RFP SCOPE OF SERVICES

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Property Assessment Consultant Services for the Village of Ruidoso.

The Village is conducting a single-award RFP. It is anticipated that award under this RFP will result in a Professional Services Contract that will be for an initial term of one-year with the option to renew for up to three (3) additional one-year terms.

A full description of the scope of work is located in Appendix F of the RFP.

Section 2. SUMMARY OF RFP DEVELOPMENT PROCESS

Legal Ads were placed in three (3) newspapers: Ruidoso News, Las Cruces Sun News and Albuquerque Journal on 3/19/26.

One (1) firm drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held.

One (1) firm submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Q Structures, LLC

Zero (0) addenda were issued for this RFP.

Proposal Submission Deadline was 04/07/26 at 3:00 pm.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

One (1) Proposals were received to be evaluated:

- Q Structures, LLC

The committee discussed the responses of each evaluation criteria and references provided, then collectively scored the proposal for:

- **Technical Qualifications & Experience** – 20 Possible Points
  - Experience conducting structural inspections of residential and small commercial buildings
  - Experience evaluating structural damage, settlement, water damage, and structural viability
  - Experience determining building habitability, nuisance status, or demolition necessity
  - Experience working with projects involving multiple property assessments
  - Experience with projects involving structures up to approximately 4,000 square feet
- **Understanding of Scope and Technical Approach** – 20 Possible Points
  - Understanding of the required site inspections, structural reviews, and feasibility studies
  - Approach for evaluating structural integrity, nuisance conditions, and regulatory compliance
  - Methodology for conducting site investigations and inspections
  - Approach to producing clear and defensible inspection reports
  - Coordination process with Village officials and regulatory partners
- **Knowledge of Regulatory and Code Compliance** – 20 Possible Points
  - Experience applying local building and safety codes
  - Familiarity with dangerous buildings and nuisance property regulations
  - Knowledge of state and federal building and safety requirements
  - Understanding of floodplain regulations and related development standards
- **Project Management and Capacity**– 20 Possible Points
  - Availability of qualified personnel
  - Organizational structure and project management approach
  - Capacity to conduct multiple inspections within a limited timeframe
  - Ability to coordinate with Village staff and other agencies
  - Quality control and reporting procedures
- **Quality of Deliverables and Reporting** – 20 Possible Points
  - Format and clarity of inspection reports
  - Ability to document structural conditions and findings
  - Documentation supporting demolition or rehabilitation determinations
  - Ability to provide professional recommendations to the Village

The evaluation committee determined that no oral presentations were needed.

Section 4. EVALUATION COMMITTEE MEMBERS	
Name	**Brief statement of expertise and who he/she represents**
Eric Queller	Village of Ruidoso – Emergency Manager
Levi Beaty	Village of Ruidoso – Public Works Director
Alex Koenig	Village of Ruidoso – Community Development Director

Section 5. EVALUATION COMMITTEE MEETINGS (full and sub-committee meetings including orientation meeting, initial scoring meeting, oral presentations/demonstrations)		
Reason for Meeting	**Date of Meeting**	**Summary of Meeting**
Evaluation Committee Kick Off Meeting	4/07/26	Discussed Confidentiality Agreement and any conflicts of interest. Members were asked to sign the Confidentially Agreement. The proposals were handed out to each member. Discussed date and time of next meeting.
Evaluation Scoring Meeting	4/08/26	Committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION

The proposal received was very well prepared and met all requirements of this procurement. Q Structures, LLC scored well and was within the budget for this service.

The Evaluation Committee recommends the award of RFP 2026-007P for Property Assessment Consultant Services to Q Structures, LLC.

Section 7. SIGNATURES

Name	Agree/Object (state objection)	Signature	Date
Eric Queller	Agree	E.	4/8/2026
Levi Beaty	Agree	Levi Beaty	4/8/26
Alex Koenig	AGREE		4/8/26

EVALUATION CRITERIA Summary Totals
4/7/2026 @ 2:00PM

CRITERIA AND POINT VALUES FOR RFP #2026-007P Property Assessment Consultant services

OFFERORS: Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

CRITERIA	Possible Points	Q Structures
B. Technical Specifications		
1. Technical Qualifications & Experience •Experience conducting structural inspections of residential and small commercial buildings •Experience evaluating structural damage, settlement, water damage, and structural viability •Experience determining building habitability, nuisance status, or demolition necessity •Experience working with projects involving multiple property assessments •Experience with projects involving structures up to approximately 4,000 square feet	**20**	**18**
2. Understanding of Scope and Technical Approach •Understanding of the required site inspections, structural reviews, and feasibility studies •Approach for evaluating structural integrity, nuisance conditions, and regulatory compliance •Methodology for conducting site investigations and inspections •Approach to producing clear and defensible inspection reports •Coordination process with Village officials and regulatory partners	**20**	**18**
3. Knowledge of Regulatory and Code Compliance •Experience applying local building and safety codes •Familiarity with dangerous buildings and nuisance property regulations •Knowledge of state and federal building and safety requirements •Understanding of floodplain regulations and related development standards	**20**	**16**

4. Project management and Capacity •Availability of qualified personnel •Organizational structure and project management approach •Capacity to conduct multiple inspections within a limited timeframe •Ability to coordinate with Village staff and other agencies •Quality control and reporting procedures	**20**	**18**
5. Quality of Deliverables and Reporting •Format and clarity of inspection reports •Ability to document structural conditions and findings •Documentation supporting demolition or rehabilitation determinations •Ability to provide professional recommendations to the Village	**20**	**15**
C. Business Specifications		
1. Letter of Transmittal Form	Pass/Fail	Pass
2. Non-Collusion Affidavit	Pass/Fail	Pass
3. Debarment Certification	Pass/Fail	Pass
4. Campaign Contribution Disclosure Form	Pass/Fail	Pass
5. New Mexico Preferences	8	
6. Cost Proposal or Fee Schedule	10	
TOTAL POINTS:	**110**	**85**

Christy Baker
Purchasing Agent

4/7/2026
Date

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 1.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: April 16, 2026

Re: Presentation of New Employees, Promotions and Transfers

Item Summary:

Presentation of New Employees, Promotions and Transfers

New Hires:

- Jessica Janopoulos - Planning and Zoning Admin - DOH 3/23/26
- Tristan Baca - Parks and Maintenance Tech - DOH 3/23/26
- Roderick Kimbrell – Purchasing Clerk - DOH 3/23/26
- Chyenne Marrufo – Emergency Management Intern - DOH 3/12/26
- Heath Dobrovolny – Deputy Village Manager - DOH 4/6/26

Promotion:

- Madison Schlotfeldt – Assistant Finance Director - Effective 4/13/26
- Robin Parks - Finance Specialist - Effective 4/13/26

Financial Impact:

None

Item Discussion:

- New Hires:
    - Jessica Janopoulos - Planning and Zoning Admin - DOH 3/23/26
    - Tristan Baca - Parks and Maintenance Tech - DOH 3/23/26
    - Roderick Kimbrell – Purchasing Clerk - DOH 3/23/26
    - Chyenne Marrufo – Emergency Management Intern - DOH 3/12/26
    - Heath Dobrovolny – Deputy Village Manager - DOH 4/6/26

Promotion:

- Madison Schlotfeldt – Finance Specialist - Effective 3/22/26

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 2.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: April 16, 2026

Re: Presentation of Employees and Department of the Quarter

Item Summary:

Employees of the Quarter 1 (January-March):

Administration: Taylor Sralik - Human Resource Specialist

Public Safety: Patrick Randolph - Police Department Sergeant

Public Works/Infrastructure: Lisa Sanchez - Street Department Administrative Assistant
Community Services: Adam Hutton - Parks and Recreation Maintenance Technician

Department of the Quarter 1 (January-March):

1490 KRUI Radio Station

Financial Impact:

None

Item Discussion:

Employees of the Quarter 1 (January-March):

Administration: Taylor Sralik - Human Resource Specialist

Public Safety: Patrick Randolph - Police Department Sergeant

Public Works/Infrastructure: Lisa Sanchez - Street Department Administrative Assistant
Community Services: Adam Hutton - Parks and Recreation Maintenance Technician

Department of the Quarter 1 (January-March):

1490 KRUI Radio Station

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 3.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: April 16, 2026

Re: Update on New Mexico Department of Transportation District 2 Projects - Michael Smelker, Assistant District Engineer for Construction and Kenneth Barnett, Assistant District Engineer for Maintenance.

Item Summary:

Update on New Mexico Department of Transportation District 2 Projects - Michael Smelker, Assistant District Engineer for Construction and Kenneth Barnett, Assistant District Engineer for Maintenance.

Financial Impact:

None

Item Discussion:

New Mexico Department of Transportation District 2 Project Update

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 4.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: April 16, 2026

Re: Update on Uniti/Kinetic Village Wide Fiber Project - Aaron Morris, Director of Operations

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Item Summary:

Update on Uniti/Kinetic Village Wide Fiber Project - Aaron Morris, Director of Operations

Financial Impact:

None

Item Discussion:

Update on Uniti/Kinetic Village Wide Fiber Project - Aaron Morris, Director of Operations

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 5.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: April 16, 2026

Re: Update from United States Forest Service National Fire Prevention Team

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Item Summary:

Update from United States Forest Service National Fire Prevention Team

Financial Impact:

None

Item Discussion:

Update from United States Forest Service National Fire Prevention Team

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 1.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: April 16, 2026

Re: Village Manager's Report

Item Summary:

Village Manager's Report

Financial Impact:

None

Item Discussion:

Village Manager's Report

Recommendations:

None

ATTACHMENTS:
2026.04.16 Manager's Report.pdf

VILLAGE MANAGER'S REPORT

TO: **Honorable Mayor Crawford and Village Council**

DATE: **April 16, 2026**

RE: **Village Manager's Report**

ADMINISTRATION

Congratulations to Mayor Lynn Crawford, Councilors: Darren Hooker, Everett Brophy, and Adam Sanchez – The Municipal Election has concluded, and results were canvased by the Municipal Clerk. The election also resulted in the people of Ruidoso approving the G.O. Bond by a large margin, which will allow the Village to continue with water infrastructure improvement projects. Swearing in of Newley Elected Officials were held on March 30th, at which time the newly elected officials were administered their oath of offices by Municipal Judge Frank Potter. Thank you to everyone that participated in the 2026 election and *Congratulations!*





Operating Budget FY 26-27 – Staff kicked off the budget development process on March 26, 2026, and provided staff with instructions, appropriate budget forms and a history of expenditures from prior years. A Budget Manual was also handed out to everyone, outlining the dates budget activities are due and provided an overview of the development process. As a result, budget meetings have been scheduled and are in progress in accordance with the Budget Calendar. The Village Manager, Finance Director, and H.R. Manager will meet each of the departments that are requesting additional personnel or reclassifications of personnel. Beginning in April, Finance staff and Administration will meet with every department to review their proposed operating costs for FY27. On April 23rd and 24th at the Budget Workshop, Director's and manager's will present their budget requests to Council. By May 12th, staff anticipate presenting a final FY26-27 Operating Budget for Council consideration and approval. The final budget is due to NM Department of Finance and Administration on June 1, 2026.

2026 Legislative Capital Outlay Projects – The governor signed Senate Bill 240, the state's capital outlay bill, and House Bill 248, which authorizes general obligation bonds. Together, the measures provide more than $1.5 billion for infrastructure projects including schools, roads, housing, community facilities and water conservation projects.
Included in Senate Bill 240, the Village of Ruidoso will receive funding for the following: 1) Ruidoso Street Construction in the amount of $2,500,000 and Ruidoso Utility & Sewer/Wastewater Construction in the amount of $2,500,000.

2025 NMDOT TPF Grant Award for Village Roadway Improvements Project -The Village's Transportation Project Fund (TPF) project is scheduled to begin in Mid-June. The project scope of work will consist of completion of 4.1 miles of roadway maintenance improvements that will also include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, on Meander Dr., Cree Meadows Dr., White Mountain Meadows Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay though the use of a heater scarify process. Cutler Repaving was awarded the project through the New Mexico State-Wide Price Agreement.

Grant Award 25-J2491-3 ("Project") Five Million Three Hundred Seventy-Four Thousand Five Hundred Dollars and Zero Cents ($5,374,500.00), for housing projects statewide – Council approved grant agreement at the October 7th Special Council meeting with NM DFA Local Government Division in the amount ($5,374,500). The grant scope of work is for housing projects statewide. The Village will be working closely with a housing developer on developing additional workforce housing projects. The Village has finalized property purchase which will be dedicated for workforce housing.

2025 New Mexico Water Trust Board Grant Application - The Village submitted eleven (11) final grant applications for the 2025-2026 Water Trust Board grant application cycle. NMFA Water Trust Board staff are reviewing the final Readiness grant application process to rank and rate applications for award.

The following projects applied for are listed below:

1. Cole Drive Waterline Replacement
2. Country Club Sewer System Improvements
3. Eagle Sewer Line Relocation
4. Juniper Rd Waterline Replacement
5. Pinecliff Sewer System Improvements
6. Ranier Sewer System Improvements
7. Tank Rehab Phase III
8. Town & Country Sewer System Improvements
9. Town & Country Water System Improvements
10. Upper Canyon Flood Mitigation
11. Upper Canyon Sewer Line Relocation

2025 New Mexico Colonias Infrastructure Emergency Application Presentation - The Village of Ruidoso was awarded a grant on the 2025 Colonias Emergency Infrastructure Grant Application, in an amount of $4,000,000. The project scope of work includes design and construction on four disaster-affected roadways in the Village of Ruidoso to include pavement and base removal, installation of new pavement, base, curb and gutter, and culverts, on the streets listed below:

1. Brady Canyon Road
2. Ponderosa Drive
3. Maple Drive
4. Ash Drive

2026 New Mexico Colonias Infrastructure Application Process - Village staff are in the process of finalizing and submitting a grant applications for the 2026 Colonias grant application cycle. Projects will include street and drainage improvements, along with replacing aging waterlines in the immediate project areas.

Monday with the Mayor Radio Show - Mayor Crawford continues the Radio Show on 1490 AM & 99.1 FM KRUI (The Mountain) on Monday mornings at 8:00 a.m. Mayor Crawford invites Elected Officials, the Village Manager and other Department Directors/Managers or Supervisors, and Special Guests to participate with him as he informs the community of activities, events, projects, and any other additional Village information. Mayor Crawford also reports on the outcome and decisions made in the Council meetings and has had citizens call in with questions or comments. This has been an excellent program promoting the teamwork and leadership of the Governing Body and staff.

U.S. Department of Commerce Invests $2.3 Million for Roadway Infrastructure Improvements to Support Economic Growth in Ruidoso, New Mexico - U.S. Secretary of Commerce Gina Raimondo announced the Department's Economic Development Administration (EDA) is awarding a $2.3 million grant to the Village of Ruidoso, New Mexico, for roadway infrastructure improvements needed to support business and economic growth. The Villages were awarded a Department of Finance and Administration Matching Grant Award for the EDA Grant, in the amount of $465,600.00.

U.S. Highway 70 and NM Highway 48 intersection & NM Highway 48 Corridor Design Project - Task Orders were issued and approved by the Council to Bohannan Huston, for professional engineering services related to the grant project. This grant will design the restructure of the U.S.

Highway 70 and NM Highway 48 intersection to improve access to the business district and support future economic growth. Design work is ongoing.

Upper Sudderth Street Revitalization Design Project - Task Orders were issued and approved by the Council to Stantec, for professional engineering services related to the grant project. The grant funds will be used to design a complete plan set and studies needed for construction bids to construct the plans. This grant design will include the following:

- Lighting
- Landscaping
- Redeveloped Roundabout
- Survey Work
- Drainage Study
- Signage
- Traffic Study to Support a Road Diet
- Proper Grading on the Pavement Will Be Needed to Correct Water Runoff Issues
- Curb & Gutters
- Driveway Aprons
- Sidewalks
- Drop Inlets
- Bump-Outs for Large Gateway Signage

603 Housing Development Project - This project consists of developing a community-oriented feel with a neighborhood design that includes 10 new homes on the property. The new homes will be both 2-bedroom and 3-bedroom homes. These homes are modular in nature and resemble stick-built homes. They include siding and porches on the exterior with a decorative front and all the comforts of home in the interior and 10x10 storage units.

603 Mechem-Work in progress

- Concrete is scheduled for the pouring of curb on April 6th,
- Millings have been placed and compacted on the roadways.
- Three electric meters are waiting on PNM and 5 have been installed.
- Two of the homes are waiting for a final inspection from NM CID MHD, due to additional grading work that was needed.
- Landscaping gravel and walkways are completed, with Landscaping company returning to complete the plantings.
- Fencing contractor will return this week to paint inside of existing fence.
- Rymarc Construction will begin construction on curb& gutter, along with paving the project in Mid to late April, as well as conducing exterior improvements to the siding and roofs on the two existing cabins.

Martin Road Bridge Rehabilitation Project - The Martin Road Bridge Rehabilitation Project start date is TBD. The New Mexico Department of Transportation, District 2 Bridge crew will rehab the bridge by replacing the existing timbers and guardrails. The project has been fully designed, and materials have been ordered.

EyeOnWater Software - The Village of Ruidoso has offered water customers access to software called EyeOnWater, which has an incredibly positive impact on our property owners. EyeOnWater is consumer-engaged software that goes beyond traditional billing statements to connect utility water usage and their customers. The software enables utility customers to access and view their usage profile through easy-to-understand consumption graphs and provides a simple method to establish alerts. This is a perfect tool for those that winter elsewhere. The software is straightforward to set up

and use on a computer or smartphone device, placing consumer data in the utility customers' hands. To sign up, you must visit http://eyeonwater.com/signup to create your online account. You must enter the service zip code and your billing account number. Instructions are available on the website (http://Ruidoso-nm.gov), or you can call the Village Hall at (575) 258-4343.

Fats, Oils, and Grease (FOG) - Fats, oils, and grease can cause blockages and overflows in the sewer collection system. Cooking grease is one of the primary causes of sewer line blockages that result in sewer overflows from manholes or backups. In addition to being costly to clean up, the overflows create potential for property damage and can lead to significant environmental, health and safety risks.
The Village of Ruidoso has a FOG inspection program for food service establishments. The FOG program consists of periodic inspections to determine compliance with the VOR sewer ordinance and to gather records of routine maintenance of grease traps.
VOR residents can help keep our sewer system flowing properly by properly disposing of cooking oil and grease. Here's how you can help.

- Do not dump cooking oil, fat, or grease into the kitchen sink or toilet.
- Do not use hot water and soap to wash grease down the drain because it will cool and harden in your pipes or in the sewer down the line.
- Do place cooked oil and meat fats in a sealed container and discard small quantities in your garbage.
- Do use paper towels to wipe residual grease or oil off of dishes, pots and pans prior to washing them.

With your continued assistance, we can prevent unnecessary service disruptions for residents and businesses.

PROJECT: Water Conservation – Public Awareness
Purpose:

- Combat the negative connotation of the Level 5 Water Restrictions
- Combat the negative connotation of the appearance of the water post-
- Little Bear Fire
- Encourage locals and visitors alike to engage in water conservation
- Increase awareness regarding the importance of water conservation in
- Ruidoso – especially post-Little Bear Fire
- Provide people with tips/helpful information on easy ways to conserve
- Ruidoso's water supply

Public Awareness:

- Weekly email blasts to keep businesses and residents aware of the
- water restrictions (beginning today and ending when all parties agree
- it is no longer necessary)
- Design a flyer to send home with RMSD students
- Send "village ambassadors" to all service club meetings within the next
- month to address the situation and have information to hand out
- Add a new page to the Village website that will have all of the water
- conservation tips available to site visitors
- Level 5 Water Restriction and what that means
- Bypassing Grindstone for the Village water supply
- Fix Your Flapper
- Adding a plastic bottle to the toilet tank

- Installing a shut-off valve

AIRPORT

March 2026 Operations & Fuel Summary:
NOTE: Manager's Report is up to end of business on Tuesday March 31, 2026

2025 / 2026 Operations
1874 / 2419 Up 29%

2025 / 2026 Jet A Fuel
7010 /10188 Up 45%

2025 / 2026 100LL Fuel
1033 /1477 Up 42%

- There were 3 medical transports for the month of March.
- There were 1660 Military Operations (Navy T-6 Texans conducting T&G's)
- 3/2 Airport Manager assisted with PD Administrative Assistant Interviews.
- 3/5 Airport Manager attended the Dark Ridge PSPS Tabletop Exercise.
- 3/6 Airport Manager attended Parallels Cloud Training.
- 3/11 Airport Manager and Emergency Manager worked on Airport Certification Manual updates.
- 3/12 Airport Manager attended Directors Meeting.
- 3/13 Airport Manager attended Accident/Backing Class.
- 3/16-20 Airport Manager on vacation.
- 3/25 Airport Manager attended Budget Kickoff meeting
- 3/26 Airport Manager and Airport Supervisor conducted Airport Line-Tech interview.
- 3/26 Airport Manager attended Airport Budget meeting with Finance.
- 3/30 Airport Manager attended Swearing in Ceremony.
- 3/31 Airport manager attended monthly Safety Meeting.

	2026 Fuel		
Month	**Jet A**	**100LL**	**Cumulative**
January	4071	1626	5697
February	4735	1483	6218
March	10188	1477	11,665
April			
May			
June			
July			
August			
September			
October			
November			
December			
Total	**18994**	**4586**	**23580**

Receipt Date	Avgas 100LL	Jet A Fuel with FSII Additive	Avg W/S	Max W/S	Operations	Day
1-Mar-26	187.2	126	7.9	18	36	Su
2-Mar-26	0	266	10.9	29	96	Mo
3-Mar-26	18.5	637	10.9	22	149	Tu
4-Mar-26	91.6	87	9.7	20	66	We
5-Mar-26	22	96	14.4	28	95	Th
6-Mar-26	0	0	22.6	37	8	Fr
7-Mar-26	72.8	254	7.6	14	153	Sa
8-Mar-26	12	138	5.7	9	10	Su
9-Mar-26	0	0	7.7	17	123	Mo
10-Mar-26	70	165	10.9	26	21	Tu
11-Mar-26	0	638	13	21	65	We
12-Mar-26	30.2	99	9.5	21	160	Th
13-Mar-26	78	755	13	24	84	Fr
14-Mar-26	23.3	76	14.4	26	170	Sa
15-Mar-26	20	150	22.2	43	5	Su
16-Mar-26	0	269	7.5	18	159	Mo
17-Mar-26	107	0	10.1	25	217	Tu
18-Mar-26	107.9	0	8.8	16	131	We
19-Mar-26	62.5	287	9.3	16	53	Th
20-Mar-26	96.7	1599	7.6	14	67	Fr
21-Mar-26	91.9	69	9.1	17	59	Sa
22-Mar-26	39.8	2599	11.1	25	40	Su
23-Mar-26	61.9	267	5.9	13	149	Mo
24-Mar-26	31.8	457	9.9	20	98	Tu
25-Mar-26	0	328	7.1	14	43	We
26-Mar-26	67	201	10	14	57	Th
27-Mar-26	32.3	0	16	25	1	Fr
28-Mar-26	0	154	6.2	12	29	Sa
29-Mar-26	69.8	100	9.6	20	14	Su
30-Mar-26	46.3	190	9.1	16	53	Mo
31-Mar-26	37	181	10.4	18	8	Tu
	1477.5	**10188**			**2419**	

CLERK

Staff coordinated with various Village of Ruidoso Departments and processed six (6) requests for public information during March 2026. The coordination of these requests involves processing and tracking from initiation to completion to ensure the Village follows the Inspection of Public Records Act (IPRA). This entails assisting the public with completing the required form with enough specificity for clarification of their request. Staff then coordinate with the departments that have the requested documentation and either schedule a meeting with the IPRA requestor to inspect the documents or provide the copies and receipt payment. If needed, staff prepare correspondence to extend the response period as agreed upon with the department(s).

- Certified voting tabulators for Election Day and Absentee voting.
- Administered the 2026 Municipal Officer Election.

- Attended MyGov training.
- Attended PSPS Tabletop exercise via Zoom.
- Clerk's staff canvassed the 2026 MOE Election with the Lincoln County Commission.
- Had meetings and a demo from Nube, a records management company.
- Deputy Clerk completed Defensive Driving.
- Clerk participated in final interview for Forestry Technician.
- Clerk attended Reasonable Suspicion Drug and Alcohol Training.
- Deputy Clerk took his Oath of Office at the March regular meeting.
- Staff attended Budget Kickoff.
- Coordinated Swearing-In of Newly Elected Officials.

COMMUNITY DEVELOPMENT

Planning Commission:

Easement Vacation Approval Case #EV2026-03- Dennis Rich on behalf of Jason & Julia Lorenz is requesting to vacate Easements with the pending Replat of properties located at 475 Warwick Drive (Lot 36A, Block 3) and (Lot 36B, Block 3), of the Camelot Mountain Tracts, Ruidoso, New Mexico. ***THE CASE WAS APPROVED FOR RECOMMENDATION TO THE VILLAGE COUNCIL AND TO BE HEARD BY THE COUNCIL AS A REGULAR ITEM.***

Variance Approval Case #PV2026-02 – Isaiah Gonzales on behalf of Ridgeline Cabins, LLC, is requesting variance approval to encroach 10 feet into the 15-foot front setback for the construction of a house on property zoned R-1 Single-Family Residential District located at 109 Kilimanjaro Drive, Lot 15, Block 17, Unit 2 of the Alto Crest Subdivision, Ruidoso, New Mexico 88345. - ***APPROVED***

Variance Approval Case #PV2026-03 – Jonathan Farus on behalf of Jeremiah's Quality Construction is requesting variance approval to encroach 5.88 feet into the 10-foot side setback for the placement of a garage/office on property zoned C-1 Neighborhood Commercial District located at 508 Sudderth Drive, Lot 54, Block 1A of the Palmer Gateway Subdivision, Ruidoso, New Mexico 88345. - ***DENIED***

Site Development Approval Case #SD2026-03- Manuel Maheng on behalf of Maheng Construction is requesting Site Development approval for a retaining wall above 4 feet in height on property zoned C-2 Community Commercial District located at 1111 Mechem Drive, Lot 14, Block 1 of the Airport West Subdivision, Ruidoso, New Mexico, 88345. - ***APPROVED***

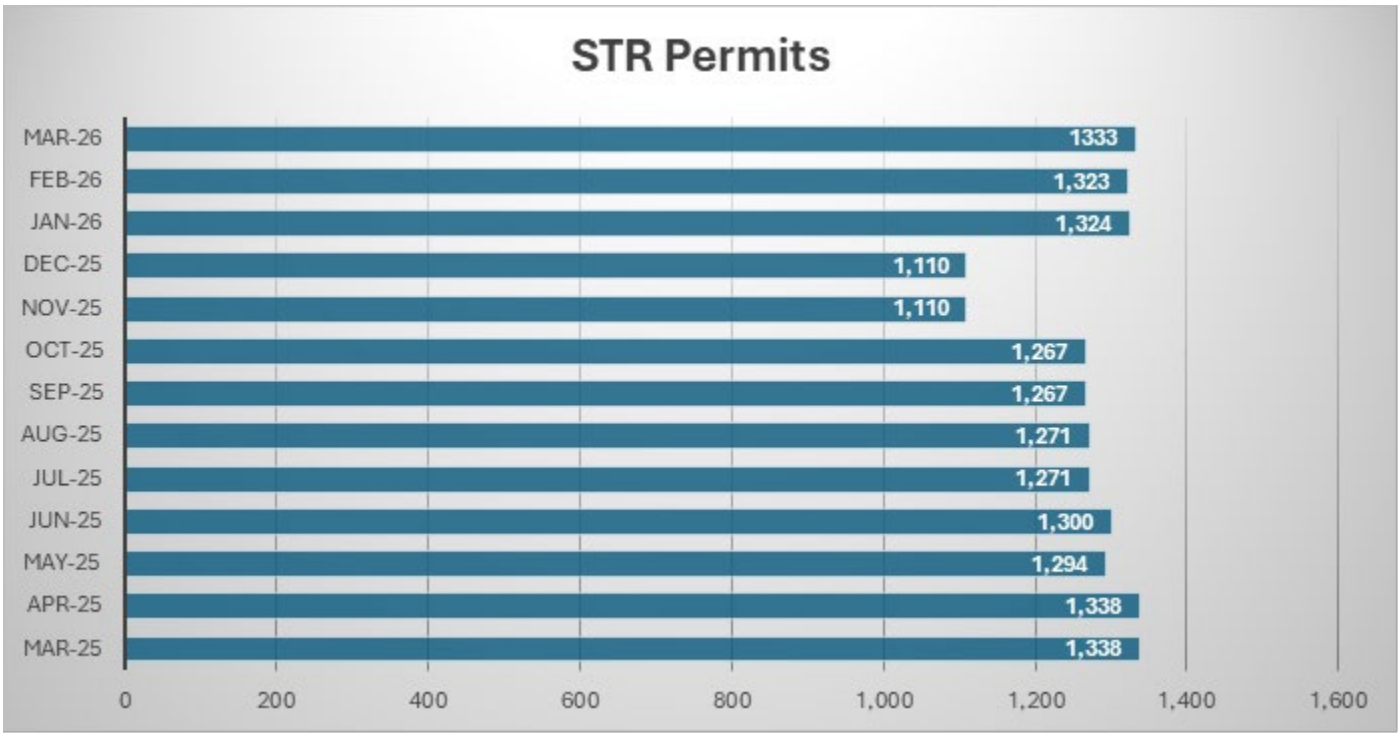
Conditional Use Approval Case #CU2026-02- Shimer S. Carden is requesting Conditional Use permit approval for the operation of a kennel with open animal runs on property zoned C-2 Community Commercial District located at 147 Carrizo Canyon Road, Lot 45A, of the Skyland Addition Subdivision, Ruidoso, New Mexico, 88345. - ***APPROVED***

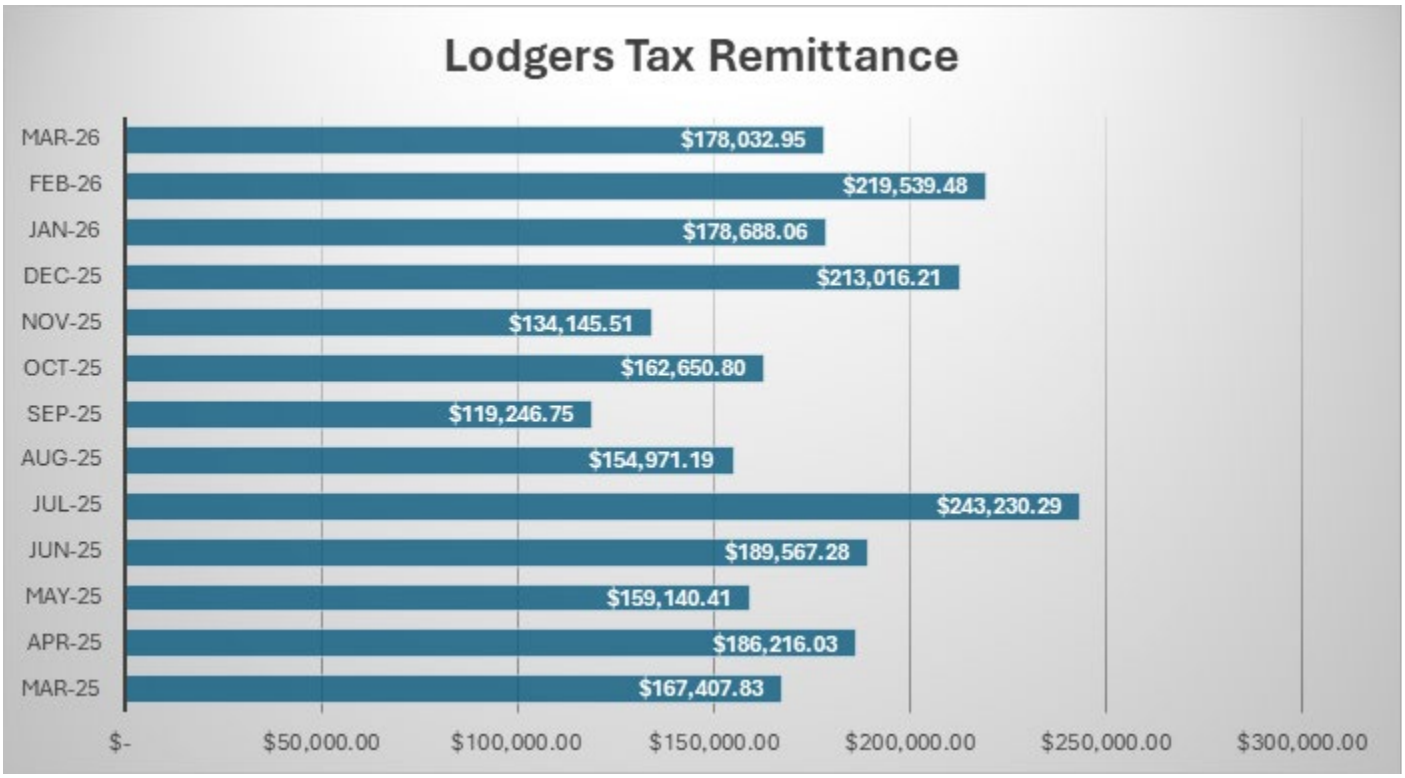
Annexation Approval Case #AX2026-01 – Request by property owner James Bostwick to annex into the Village of Ruidoso Lots 2,3, 4, and 5 Block 2 of the Kiel Bonnell-Gavilan Canyon Subdivision, Ruidoso, New Mexico, 88345. -***TABLED***

Workforce Housing Advisory Board:
The next Regular scheduled meeting is Thursday, May 28, 2026.

Re-Addressing Update:
The re-addressing and renaming of roads are on hold for 18 months due to the South Fork, Salt Fire, and flood events. Chris Camacho will continue reviewing the data within the grids, and we will collaborate closely with the Streets, Water, and Solid Waste departments to identify any anomalies in the field that may not be reflected in the GIS data. Our focus will be on identifying duplicate road names. The identified roads are currently being reviewed to determine which names might be compatible with the areas requiring renaming efforts. The Address Committee will meet to evaluate a proposal of three names. Additionally, we will collaborate with the Public Information Officer (PIO) to develop an online survey to expedite the response process from property owners in the affected areas.

Short Term Rentals:
The numbers for this month have increased but are not 100% accurate due to the ongoing configuration of the new software system. The number of STR permits reflects those that have been verified by both Village staff and Deckard. We believe the actual number of both permitted and unpermitted properties to be higher. Lodgers' tax amounts will likely increase once the system is fully operational. Until the setup is complete, we will continue to **waive all late fees and penalties.**





NOAA RADIOS			
MONTH	2026	2027	2028
January	55		
February	400		
March	8		
April			
May			
June			
July			
August			
September			
October			
November			
December			
TOTAL	463		

Inspection Tallies:

Commercial Inspections

ADDRESS	DATE	INSPECTOR	PERMIT #	ELECTRIC	PASS	FAIL
25992 US 70	3/3/2026	GDM	20250549	1	1	
25992 US 70	3/5/2026	GDM	20250549	1	1	
130 Davis	3/23/2023	GDM	20260186	1	1	
111 Pebble Ranch	3/24/2026	GDM	20260179	1	1	
2515 Sudderth	3/31/2023	GDM	20230599	1	1	

ADDRESS	DATE	INSPECTOR	PERMIT #	BUILDING	PASS	FAIL
418 Mechem	3/3/2026	GDM	20250257	1		
2515 Sudderth	3/4/2026	GDM	20230599	1	1	
211 Sudderth	3/4/2026	JK	20240484	1		1
1111 Mechem	3/4/2026	JK	20250374	1		1
371 Gavilan	3/4/2026	JK	20250360	1		1
25992 Us 70	3/5/2026	GDM	FIRE	1		
620 Sudderth	3/5/2026	GDM	20260130	1		
1111 Mechem	3/5/2026	JK	20250374	1	1	
211 Sudderth	3/5/2026	JK	20240484	1		
371 Gavilan Canyon Road	3/6/2026	JK	20250360		1	
206 N Eagle	3/6/2026	GDM		1		
25992 US 70	3/10/2026	GDM	20250349	1	1	
211 Sudderth	3/17/2026	JK	20240484	1		1
626 Sudderth	3/17/2026	JK	20250760	1	1	
			TOTAL	13	5	4

ADDRESS	DATE	INSPECTOR	BUSINESS	PASS	FAIL
416 Mechem	3/19/2026	BP	1	1	
2415 Sudderth	3/27/2026	BP	1	1	
147 Carrizo Canyon	3/27/2026	BP	1	1	
		TOTAL	3	3	0

Residential Inspections

ADDRESS	DATE	INSPECTOR	PERMIT #	ELECTRIC	PASS	FAIL
121 Tomahawk Drive	3/3/2026	GDM	20260122	1	1	
113 Embdy	3/3/2026	GDM	20260127	1	1	
215 Jack Little	3/3/2026	GDM	20250552	1	1	
107 N Willow	3/5/2026	GDM	20260151	1	1	
126 Alto Pines Trail	3/5/2026	GDM	20250694	1	1	
122 Ben Hogan	3/5/2026	GDM	20250460	1	1	
215 Hart	3/6/2026	GDM	20260039	1		1
186 Telluride Trail	3/6/2026	GDM	20250481	1	1	
110 San Felipe	3/9/2026	GDM	20240338	1	1	
170 Paso Monte	3/9/2026	GDM	20260148	1	1	
125 Saddleback	3/9/2026	GDM	20250653	1	1	
147 Merlyn Drive	3/10/2026	GDM	20250558	1	1	
158 N Oak	3/10/2026	GDM	20260161	1	1	
147 Reese	3/10/2026	GDM	20260115	1	1	
307 Lakeshore	3/10/2026	GDM	20250633	1	1	
219 Hill	3/11/2026	GDM	20260164	1	1	
115 N Mountain View	3/11/2026	GDM	20260165	1	1	
165 Deer Park	3/11/2026	GDM	20250791	1	1	
215 Hart	3/11/2026	GDM	20260039	1		1
201 Sandia	3/13/2026	GDM	20250587	1	1	
103 Pikes Peak	3/13/2026	GDM	20260160	1	1	
122 Ben Hogan	3/13/2026	GDM	20250460	1	1	
364 Little Creek	3/13/2026	GDM	2060120	1	1	
307 Lakeshore	3/18/2026	GDM	20250633	1	1	
26116 US HWY 70	3/18/2026	GDM	20250376	1		1

147 Squaw Valley	3/18/2026	GDM	20240851	1	1	
310 Grindstone	3/18/2026	GDM	20260158	1	1	
215 Hart	3/18/2026	GDM	20260139	1	1	
100 G H Stonerah	3/19/2026	GDM	20260180	1	1	
108 Joe	3/19/2026	GDM	20250288	1	1	
106 Joe	3/19/2026	GDM	20250289	1	1	
140 Water Spirt	3/19/2026	GDM	20250672	1	1	
239 Sonterra	3/19/2026	GDM	20260017	1	1	
111 Sandia	3/19/2026	GDM	20240765	1		1
101 Johnson	3/23/2023	GDM	20250865	1		1
620 Sudderth	3/23/2023	GDM	20260130	1	1	
108 Joe	3/23/2023	GDM	20250288	1	1	
111 Mount Hood	3/23/2023	GDM	20250085	1	1	
114 Via Selva	3/23/2023	GDM	20240776	1		1
140 Corvo Christa	3/23/2023	GDM	20240845	1	1	
111 Sandia	3/23/2023	GDM	20240765	1	1	
25975 US 70	3/25/2026	GDM	20260170	1	1	
111 Sandia	3/25/2026	GDM	20240765	1	1	
101 Johnson	3/26/2026	GDM	20240771	1		1
123 Chance	3/27/2026	GMD	20250302	1	1	
160 Walter Hagen	3/27/2026	GMD	20240757	1	1	
144 Pine Hill Trail	3/27/2026	GMD	20260150	1	1	
1395 High Mesa	3/27/2026	GDM	20250144	1	1	
109 Nogtz	3/30/2026	GDM	20260205	1	1	
			TOTAL	49	42	7

ADDRESS	DATE	INSPECTOR	PERMIT #	BUILDING	PASS	FAIL
117 Apache Hills	3/2/2026	JK	20260030	1	1	
219 Golden Eagle	3/2/2026	JK	20250800	1	1	
123 Pojoaque	3/2/2026	JK	20250841	1	1	
120 White Pine	3/3/2026	JK	20250353	1	1	
106 Warren Tucker	3/3/2026	JK	20230227	1	1	
106 Warren Tucker	3/3/2026	JK	20240349	1	1	
106 Warren Tucker	3/3/2026	JK	20250152	1	1	
307 Lakeshore	3/3/2026	JK	20250633	1	1	
215 Jack Little	3/4/2026	JK	20250552	1		1
105 Alpine Hills	3/4/2026	JK	20260004	1	1	
247 Lincoln Hills	3/4/2026	JK	20250225	1	1	
291 Sandesta	3/4/2026	JK	20240423	1	1	
1135 Main	3/5/2026	JK	20250413	1	1	
1401 High Mesa	3/5/2026	JK	20250677	1		1
227 Woodwinds	3/5/2026	JK	20250740	1	1	
514 Mountain High	3/6/2026	JK	20250386	1	1	
110 Fire Rd	3/6/2026	JK	20250256	1	1	
126 Alto Pines Trail	3/6/2026	JK	20250694	1	1	
122 Half Circle	3/9/2026	JK	20250478	1	1	
106 Warren Tucker	3/9/2026	JK	20240349	1	1	
107 Snowcap	3/9/2026	JK	20240519	1	1	
103 Sparrow Hawk	3/9/2026	JK	20260062	1	1	
107 Mosley	3/10/2026	JK	20260117	1	1	
1099 ST HWY 48	3/10/2026	JK	20250819	1	1	
170 Paso Monte	3/10/2026	JK	20260124	1	1	
125 Saddleback	3/10/2026	JK	20250653	1	1	
Alonzo Way 1st/L	3/10/2026	JK	CE2026012	1		
315 Sandesta	3/10/2026	JK	20250580	1	1	
105 Alpine Village	3/11/2026	JK	20260004	1	1	

186 Meander	3/11/2026	GDM		1		
100 Snowcap	3/12/2026	JK		1		
124 Mesa Heights	3/12/2026	JK	20260071	1	1	
126 Alto Pines Trail	3/12/2026	JK	20250694	1	1	
125 Saddleback	3/12/2026	JK	20250653	1		
1376 High Mesa	3/13/2026	GDM	20250669	1	1	
152 Broadmore	3/13/2026	GDM	20250870	1		1
247 Lin Hills	3/13/2026	GDM	20250225	1		1
244 Spencer	3/13/2026	GDM	20250364	1	1	
115 Rain Maker	3/13/2026	GDM	20260132	1		1
140 Corvo Crista	3/13/2026	GDM	20240845	1		1
204 Landcashire	3/17/2026	JK	20260106	1		1
147 Merlyn Road	3/17/2026	JK	20250558	1	1	
106 Chaparral	3/17/2026	JK	20250846	1	1	
101 Tomahawk	3/17/2026	JK	20250253	1		1
120 Perk Canyon	3/17/2026	JK	20260167	1	1	
115 N Mountain View	3/17/2026	JK	20250365	1	1	
186 Telluride	3/17/2026	JK	20250481	1	1	
108 Pinecone Lane	3/17/2026	JK	20250787	1	1	
120 Torrey Pines	3/17/2026	JK	20250757	1	1	
122 Ben Hogan	3/17/2026	JK	20250460	1		1
239 Sonterra	3/17/2026	JK	20260017	1	1	
166 San Mateo	3/17/2026	JK	20260134	1	1	
252 Pueblo Loop	3/17/2026	JK	20250258	1	1	
250 Pueblo Loop	3/17/2026	JK	2025027	1	1	
135 Meander	3/18/2026	JK	20250489	1	1	
1104 Main	3/18/2026	JK	20250238	1		1
101 Apache Hills	3/18/2026	JK	20250745	1	1	
237 Cedar Creek	3/18/2026	JK	20250101	1		1
307 Lakeshore	3/18/2026	JK	20250633	1		1
150 Midiron	3/18/2026	JK	20260065	1	1	
152 Broadmoor	3/18/2026	JK	20250870	1		1
239 Soniterra	3/18/2026	JK	20260017	1	1	
315 Sandestra	3/18/2026	JK	20250580	1	1	
194 Rainmakers	3/18/2026	JK	20250681	1	1	
607 Excaliber	3/19/2026	JK	20240782	1	1	
108 White Pine	3/19/2026	JK	20240782	1	1	
104 Berry Court	3/19/2026	JK	20250592	1		1
101 Holden	3/19/2026	JK	20240331	1	1	
165 Deer Park	3/19/2026	GDM	20250751	1	1	
1104 Main	3/20/2026	JK	20250238	1	1	
215 Jack Little	3/20/2026	JK	20250552	1	1	
201 Sandia	3/20/2026	JK	20250587	1	1	
110 Bluebelle	3/23/2026	JK	20250622	1	1	
103 Timberline	3/23/2026	JK	20250832	1	1	
103 Pikes Peak	3/23/2026	JK	20260090	1	1	
239 Sonterra	3/23/2026	JK	20260017	1		1
180 Musketball	3/23/2026	JK	20250408	1		1
112 Top Side	3/23/2023	GDM	20240809	1	1	
111 Mount Hood	3/23/2023	GDM	20250085	1	1	
140 Corvo Christa	3/23/2023	GDM	20240845	1		1
117 Alamo	3/24/2026	JK	20250840	1		1
152 Broadmoor	3/24/2026	JK	20250872	1	1	
130 Musketball	3/24/2026	JK	20250866	1		1
239 Sonterra	3/24/2026	JK	20260017	1	1	
171 Corvo Christa	3/24/2026	JK	20250198	1	1	
131 Blackfoot Court	3/24/2026	JK	20260082	1	1	
166 Muskectball	3/24/2026	GDM	20240853	1	1	

302 Country Club	3/25/2026	JK	20260013	1	1	
122 Half Circle	3/25/2026	JK	20250478	1	1	
186 Telluride	3/25/2026	JK	20250481	1		1
111 Tanglewood	3/25/2026	JK	20260011	1		1
165 Deer Park	3/25/2026	JK	20260092	1	1	
121 Antler	3/25/2026	JK	20250557	1	1	
111 Sandia	3/25/2026	GDM	20240765	1		1
595 Gaviilan Canyon RD	3/25/2026	GDM	20230940	1		1
311 Pine	3/26/2026	JK	20260042	1	1	
137 Mountain Breed	3/26/2026	JK	20240026	1		1
CMU	3/26/2026	JK	20260011	1	1	
132 Water Spirit	3/26/2026	JK	20260027	1	1	
247 Lincoln Hills	3/26/2026	JK	20250025	1	1	
117 Alamo	3/27/2026	JK	20250840	1	1	
130 Eagle Creek Cayon	3/27/2026	JK	20250463	1		
114 Via Selva	3/26/2026	GMD	20240776	1		1
160 Walter Hagen	3/27/2026	GMD	20240757	1	1	
111 Sandia	3/27/2026	GMD	20240765	1		1
101 Tomahawk	3/30/2026	JK	20250255	1		1
106 Joe St	3/30/2026	JK	20250289	1		1
108 Joe St	3/30/2026	JK	20250288	1		1
111 College	3/30/2026	JK	20250839	1	1	
213 Coconino	3/30/2026	JK	20260057	1	1	
307 Lakeshore	3/30/2026	JK	20250633	1	1	
168 Altamira	3/30/2026	JK	20260143	1	1	
125 Paradise Canyon	3/31/2026	GDM	20250808	1		1
			TOTAL	113	88	30

ADDRESS	DATE	INSPECTOR	PERMIT #	PLUMB	PASS	FAIL
215 Jack Little	3/3/2026	GDM	20250552	1	1	
107 High Country	3/3/2026	GDM	20250379	1	1	
101 Tomahawk	3/4/2026	GDM	20240480	1	1	
101 Tomahawk	3/4/2026	GDM	20240480	1	1	
125 Paradise Canyon	3/4/2026	GDM	20250808	1	1	
160 Walter Hagen	3/5/2026	GDM	20240757	1	1	
140 Walter Hagen	3/6/2026	GDM	2025472	1	1	
100 G H Stoneman Drive	3/9/2026	GDM	20260149	1	1	
201 Sandia	3/10/2026	GDM	20250587	1	1	
315 Sandesta	3/10/2026	GDM	2025 0580	1	1	
147 Merlyn Drive	3/11/2026	GDM	20250558	1	1	
215 Jack Little	3/13/2026	GDM	20250552	1	1	
115 N Mountain View	3/13/2026	GDM	20250365	1		1
201 Sandia	3/13/2026	GDM	20250387	1	1	
201 Sandia	3/13/2026	GDM	20250387	1	1	
307 Lake Shore	3/13/2026	GDM	20250633	1	1	
132 Water Spirit	3/13/2026	GDM	20260027	1	1	
122 Ben Hogan	3/13/2026	GDM	20250460	1	1	
108 Joe	3/18/2026	GDM	20250258	1	1	
106 Joe	3/18/2026	GDM	20250259	1	1	
186 Telluride Trail	3/18/2026	GDM	20250481	1	1	
1104 Main	3/23/2023	GDM	2025238	1	1	
108 Joe	3/23/2023	GDM	20250288	1	1	
108 Joe	3/23/2023	GDM	20250288	1		
111 Mount Hood	3/23/2023	GDM	20250085	1	1	
168 Altamira	3/23/2023	GDM	20260143	1	1	

111 Sandia	3/25/2026	GDM	20240765	1		1
595 Gaviilan Canyon RD	3/25/2026	GDM	20230940	1	1	1
160 Walter Hagart	3/25/2026	GDM	20240757	1	1	
114 Via Selva	3/26/2026	GDM	20240776	1	1	
314 Santiago Circle	3/26/2026	GDM	20240776	1	1	
170 Paso Monte	3/26/2026	GDM	20260124	1	1	
			TOTAL	32	29	3

ADDRESS	DATE	INSPECTOR	PERMIT #	MECH	PASS	FAIL
215 Jack Little	3/3/2026	GDM	20250552	1	1	
125 Paradise Canyon	3/4/2026	GDM	20250808	1	1	
147 Merlyn	3/6/2026	GDM	20250558	1	1	
110 San Felipe	3/9/2026	GDM	20240338	1	1	
201 Sandia	3/10/2026	GDM	20250587	1	1	
215 Jack Little	3/13/2026	GDM	20250552	1	1	
122 Ben Hogan	3/13/2026	GDM	20250460	1	1	
108 Joe	3/18/2026	GDM	20250258	1	1	
106 Joe	3/18/2026	GDM	20250259	1	1	
194 Rainmaker	3/18/2026	GDM	20250681	1	1	
165 Deer Park	3/19/2026	GDM	20250751	1	1	
1104 Main	3/23/2023	GDM	2020238	1	1	
111 Mount Hood	3/23/2023	GDM	20250085	1	1	
113 Snow Flake	3/23/2023	GDM	20260185	1	1	
160 Walter Hagart	3/24/2026	GDM	20240757	1	1	
111 Sandia	3/25/2026	GDM	20240765	1	1	
120 Mustang	3/25/2026	GDM	20260153	1	1	
165 Deer Park	3/25/2026	GDM	20250751	1	1	
114 Via Selva	3/25/2026	GDM	20240776	1	1	
314 Santiago Circle	3/26/2026	GDM	20220929	1	1	
112 Kingwood	3/27/2026	GDM	20250596	1	1	
			TOTAL	21	21	0

Short Term Rental Inspections

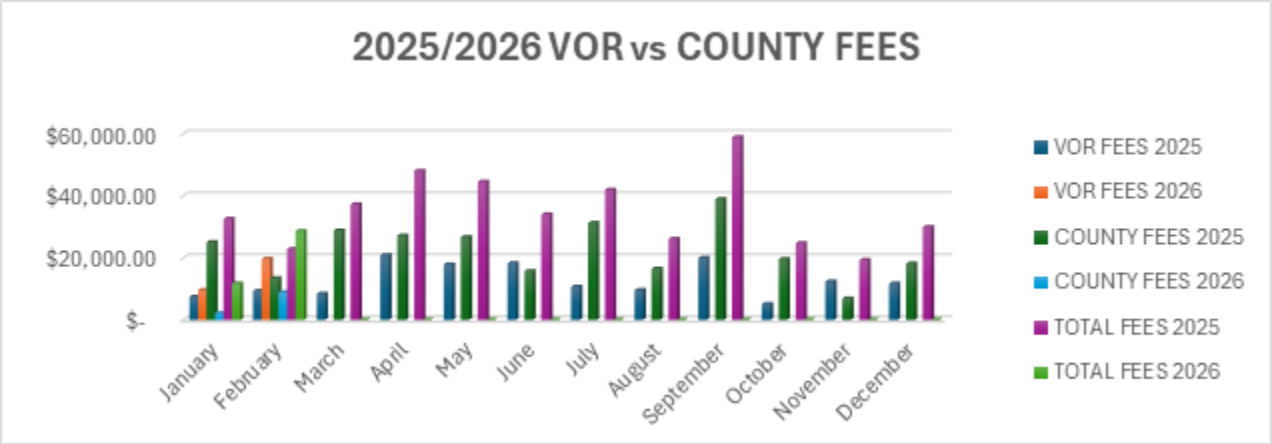
ADDRESS	DATE	INSPECTOR	PERMIT #	STR	PASS	FAIL
122 Maple	3/13/2026	BP	908472	1		
123 Charles Mc Cleallan	3/13/2026	BP	908592	1	1	
111 Embdy	3/13/2026	BP	905658	1	1	
111Mockingbird lane	3/16/2026	BP	919992	1	1	
103 Bluebird Lane	3/16/2026	BP	901614	1		1
114 Amelia Lane	3/17/2026	BP	906640	1	1	
510 Mountain High Circle	3/18/2026	BP	920482	1	1	
116 Juniper	3/19/2026	BP	920404	1	1	
209 Eagle Dr #3	3/19/2026	BP	912768	1	1	
220 Lookout Dr unit 02	3/19/2026	BP	912768	1		
134 North Loop Rd	3/19/2026	BP	909782	1	1	
801 Hall Rd	3/23/2026	BP	208057	1	1	
512 First St	3/23/2026	BP	918366	1	1	
303 High Loop	3/23/2026	BP	A-000102	1		1
117 Peak Dr	3/23/2026	BP	920402	1	1	
200 Chelsea Dr	3/23/2026	BP	911210	1	1	
107 Bradley	3/23/2026	BP	903772	1	1	
82 Geneva	3/24/2026	BP	208093	1	1	
40 Grenoble Dr	3/24/2026	BP	208095	1	1	

214 Metz Dr 226	3/24/2026	BP	208094	1	1	
110 Innsbrook Dr 30C	3/24/2026	BP	920544	1	1	
110 Innsbrook Dr 20C	3/24/2026	BP	920558	1	1	
108 Innsbrook Dr 8A	3/24/2026	BP	919914	1	1	
107 Cortina	3/24/2026	BP	903816	1	1	
104 Cortina	3/24/2026	BP	903816	1	1	
57 Gremble Dr	3/24/2026	BP	920483	1	1	
214 Metz Dr 220	3/24/2026	BP	913574	1	1	
214 Metz Dr 246C	3/24/2026	BP	208300	1	1	
2213 Sudderth	3/25/2026	BP	198081	1	1	
107 Bradley Dr	3/25/2026	BP	903772	1	1	
120 Lower Terrace #5	3/25/2026	BP	908096	1	1	
604 Main Rd	3/25/2026	BP	218074	1	1	
303 Second St	3/25/2026	BP	198049	1	1	
138 Old Lincoln Rd	3/26/2026	BP	919964	1	1	
309 High Loop Rd	3/26/2026	BP	208319	1	1	
125 Tamarack Rd	3/26/2026	BP	908998	1	1	
604 White Mountain Dr #506	3/26/2026	BP	919954	1	1	
318 La Luz Lane	3/26/2026	BP	916542	1	1	
421 Third St	3/26/2026	BP	218001	1	1	
323 Second St	3/26/2026	BP	916710	1	1	
505 Main Rd	3/26/2026	BP	919922	1	1	
122 Alambra Dr	3/27/2026	BP	228064	1	1	
141 N Loop Rd	3/27/2026	BP	910232	1	1	
112 White Mountain Meadows	3/27/2026	BP	A000193	1		
503 Main Rd	3/27/2026	BP	208170	1	1	
403 Flume canyon Dr	3/27/2026	BP	917144	1	1	
116 McBride	3/27/2026	BP	907276	1	1	
310 Arapahoe Trail	3/30/2026	BP	416114	1	1	
115 Jack Little Drive	3/30/2026	BP	217823	1	1	
217 Nogals Place	3/30/2026	BP	913664	1	1	
217 Barcus	3/30/2026	BP	913612	1	1	
322 Hemlock Circle	3/30/2026	BP	916672	1	1	
325 Hemlock Circle	3/30/2026	BP	916752	1	1	
437 Flume Canyon Dr	3/30/2026	BP	920502	1	1	
209 Oak Grove Pl	3/30/2026	BP	912838	1		1
209 Exclibur	3/30/2026	BP	920050	1		1
115 Lark Dr	3/30/2026	BP	907026	1	1	
208 Valley View Circle	3/30/2026	BP	208 195	1	1	
122 Maple Dr	3/31/2026	BP	908472	1	1	
216 Torreon Loop	3/31/2026	BP	913604	1	1	
112 White Mountain Meadows dr	3/31/2026	BP	A000193	1	1	
		TOTAL		61	54	4

Valuations and Fees

VILLAGE OF RUIDOSO BUILDING PERMITS COMPARATIVE - 2025 AND 2026

MONTH	VOR FEES 2025	VOR FEES 2026	COUNTY FEES 2025	COUNTY FEES 2026	TOTAL FEES 2025	TOTAL FEES 2026	TOTAL VALUATIONS 2025	TOTAL VALUATIONS 2026
January	$ 7,491.69	$ 9,629.12	$ 25,077.30	$ 2,163.40	$ 32,568.99	$ 11,792.52	$ 2,760,406.92	$ 1,653,134.12
February	$ 9,371.54	$ 19,689.85	$ 13,458.90	$ 8,947.85	$ 22,830.44	$ 28,637.70	$ 2,061,923.19	$ 2,189,941.70
March	$ 8,453.56		$ 28,827.13		$ 37,280.69	$ -	$ 3,638,577.61	
April	$ 20,865.44		$ 27,193.12		$ 48,058.56	$ -	$ 6,067,235.97	
May	$ 17,887.34		$ 26,710.60		$ 44,597.94	$ -	$ 5,317,743.76	
June	$ 18,275.47		$ 15,755.67		$ 34,031.14	$ -	$ 3,802,157.58	
July	$ 10,685.45		$ 31,280.72		$ 41,966.17	$ -	$ 4,087,100.55	
August	$ 9,626.41		$ 16,511.31		$ 26,137.72	$ -	$ 3,147,677.95	
September	$ 20,011.38		$ 38,982.30		$ 58,993.68	$ -	$ 6,944,432.63	
October	$ 5,168.56		$ 19,630.53		$ 24,799.09	$ -	$ 1,455,908.60	
November	$ 12,421.28		$ 6,899.14		$ 19,320.42	$ -	$ 1,710,004.60	
December	$ 11,785.16		$ 18,183.95		$ 29,969.11	$ -	$ 5,467,000.45	
TOTAL PERMITS	$ 152,043.28	$ 29,318.97	$ 268,510.67	$ 11,111.25	$ 420,553.95	$ 40,430.22	$ 46,460,169.81	$ 3,843,075.82



YEAR	Permits Issued
Year	Permits Issued
2020	1142
2021	1177
2022	1496
2023	1295
2024	1242
2025	1072
2026	266

Number of Permits Issued
2024 vs 2025 vs 2026

MONTH	2024	2025	2026
January	80	89	78
February	112	74	92
March	98	116	98
April	109	113	
May	100	124	
June	76	110	
July	117	117	
August	93	75	
September	183	99	
October	103	35	
November	99	53	
December	72	67	
TOTAL	1242	1072	266

Business Registrations Issued:

NEW BUISNESS REGISTRATION MARCH 2026					
DATE	BUISNESS #	NAME	LOCATION	BUISNESS TYPE	ISSUED
3/5/2026	BR2026-45	Lost Hiker Brewing Company	2536 Sudderth Dr	Small Brewery	x
3/4/2026	BR2026-46	Baumann Aerial Works LLC	106 Birch Dr	Aerial Drone Photography	
3/5/2026	BR2026-47	WestCon Commercial Industries Ltd Co	Out Of Town	Contractors	x
3/6/2029	BR2026-48	Keystone Builders, LLC	Out Of Town	General Constuction	x
3/6/2026	BR2026-49	Fix My Roof	Out Of Town	Roofing	x
3/11/2026	BR2026-50	DUB-L-EE LLC	100-104 Robin Rd	Heavy Ultility Construction	
3/11/2026	BR2026-51	Natural Grocers	25992 US HWY 70 Suite #1	Grocery Stores	x
2/21/2026	BR2026-52	Solar Smart Learning	Out Of Town	Electrician	x
3/12/2026	BR2026-53	Tan Your Hide	700 Mechem Dr	Spray Tan	
3/12/2026	BR2026-54	Pinon Park. LLC	110 Jack Little Dr A5	STR	x
3/12/2026	BR2026-55	G. Sandoval Construction, Inc	Out Of Town	General Construction	x
3/13/2026	BR2026-56	Ventura Plumbing Heating AC	Out Of Town	Contractors Plumbing	x
3/16/2026	BR2026-57	M&S Tires, LLC, DBA Lincoln County Auto Sales	418 Mechem Dr	Retail Auto Sales	x
3/17/2026	BR2026-58	A&A Roofing Inc	Out Of Town	Contractors Roofing	x
3/18/2026	BR2026-59	Top Notch Tree Services LLC	Out Of Town	Tree Thinning Services	x
3/18/2026	BR2026-60	Texstar Enterprises LLC	Out Of Town	Construction	
3/20/2026	BR2026-61	Dollar Tree	203 Highway 70	Retail	
3/25/2026	BR2026-62	Johanna Herrera	112 White Mountain Meadows Dr	STR	x
3/25/2026	BR2026-63	Scarlet's Signature Sourdough	505 First St	Food Services Baked Goods	
3/26/2026	BR2026-64	Inspired Lodging LLC	PO Box 1515	STR	
3/26/2026	BR2026-65	Roswell Aesthetics & Wellness	Out Of Town	Cometolgy	
3/28/2026	BR2026-66	NTG Country Club, LLC	242 Country Club Dr	STR	
3/30/2026	BR2026-67	Alarcon Construction LLC	Out Of Town	Construction	

Code Enforcement:
Removed illegal signs posted on public infrastructure (e.g., street signs and light poles). Conducted follow-ups on listed properties to monitor improvements or any decline in conditions. Responded to calls and addressed concerns as needed, including handling issues involving vagrancy. Updated property records with current photos and completed associated documentation.

MONTH 2026	CALLS	RESOLVED	CASES FILED	CASES RESOLVED
January				
February				
March	75	50	3	0
April				

CONVENTION CENTER

EVENTS

DATE	EVENT	APPROX. # ATTENDEES
March 2-3, 2026	Municipal Election	1435
March 6-7, 2026	NM Republican Convention	650
March 10, 2026	VOR-Community Watershed Meeting	24
March 12-15, 2026	Yucca Blossom Trade Days	500
March 18, 2026	VOR-Wellness Fair	61
March 21-22, 2026	Jehovah's Witness	1200
March 24-27, 2026	NM Public Procurement	260
March 27-28, 2026	LaPaz/Morgan Wedding Reception	160
March 31, 2026	Rotary Enchilada & Bingo	700

UPCOMING

1. HF Sinclair April 1-2
2. NM State Police April 7
3. Housing NM April 8-9
4. Alvarado Quinceanera April 10-11
5. VOR-Emergency Management TTE April 15
6. NM State Police Brotherhood Assn. April 17-18
7. NM State Aviation April 21-24
8. EMS Region III Conference April 26-May 3

EVENTS & STRATEGIC PARTNERESHIPS

- Working on DODS Diving League Championship.
- Attended Ruidoso Midtown Meeting at Noisy Water for future midtown development meeting.
- Working on Ruidoso Film Festival event with Daniel Cummings.
- Working on IRONMAN and XTERRA events with their leadership.

FINANCE

- Council monthly reports for March (Period 9 FY 2026) will be available by mid-April.
    - **February 2026 Benchmarks**:
    - GRT Revenue up 17.58% from PY ($2,389,660 increase).
    - Gasoline Tax Revenue down 4.48% from PY ($3,283 decrease)
    - Lodgers' Tax Revenue up 3.31% from PY ($46,260 increase)

- Monthly Council reports are available on the Village website.
- There were three (3) project worksheets (PW) approved for the McBride Fire for a total of $423,169.54 in funding. Received $376,350.90 in Federal Funds and total outstanding $46,818.64 (State). Staff are waiting for the process to move forward with NMDHSEM to receive instructions on how to move forward to receiving state funding.
- FEMA PW155 Sewer Line was officially closed out on 11/07/25. The Village is awaiting receipt of outstanding funds due from the State $2,572,214.32.
- The Village has reconciled the state and federal portions of expenditures associated with PWs associated with the bridges and is awaiting reimbursement of expenditures incurred through 12/31/24 and equal $2,049,199.54.
- Audit was released by the State Auditor's Office on 03/26/26 and the Village submitted a written waiver, and the report was made public the same day. Report will be on our website and on the State Auditor's website.
- FY 2025 Q3 budget reconciliation and quarterly report is in process and is due to DFA on 04/30/26. Ending quarter and monthly reconciliations are in process and the Finance Director will be training staff in the process to close out quarter and report to DFA.
- FY 2027 Budget Preparation has begun. Revenues, personnel, and debt service figures have been inputted, and department budget meetings will begin April 7th. Final balanced budget figures will be presented to Council on 04/22/26 with final approval sometime in May 2026.
- Outstanding legislative appropriations and grants:
- Affordable Housing (25-J2491) $4,587,735.27
- Emergency McDaniel Bridge (25-J2492-2) $25,900.27
- Emergency RWWTP (25-J2490-1) $174,860.12
- Emergency Upper Canyon (25-J2490-3) $932,000.00
- Flood Damaged Roads, Bridges, Infrastructure (A23H2521) $379,743.45
- Lift Station Infrastructure (24-I2489-3) $2,029,161.71
- Recreation (23-H3061) $105,233.97
- Sewer Line at Racetrack (24-I2489-2) $677,518.92
- Surrender Box (22-G2444-17) $10,000.00
- Watershed Thinning (24-I2997) $469,462.82

- Thinning (25-J3023) $750,000.00
- Veteran's Conference Center (24-I2993) $450,000.00
- Waiting on reimbursement for the following:
- Recreation (23-H3061) $257,907.00
- Lift Station Infrastructure (24-I2489-3) $23,521.76

Utility Billing

- Utility Billing continues to audit accounts for high balances, credits, and service charges.
- Department Statistics:

  March 2026
  Lien Letters Sent Out: 0
  Lien Request Sent to Village Clerk: 0
  Payment Arrangements Process: 2
  Leaks: 89
  Work Orders: 302
  Shut-Offs: 8

IT

- MyGov Implementation – January 12th IT will help coordinate with the departments what is needed to implement the different MyGov modules. Departments returned preliminary setup files that have been sent to Tyler – MyGov team. Working on identifying missing information that still needs to be uploaded during this time. We will track progress to make sure timelines are met to have this software for tracking purposes up and running before Monsoon 2026.
- Working on Identifying Opportunities for training – IT will be developing training to help users with software and other programs to assist in working smarter not harder.
- Phone Redundancy Identify and verify alternative pathways for communications in the event of phone / cell phone outages. Adding some department cell phones to alternate carriers in the event of emergencies or service loss. Identifying these phones on a case-by-case basis.
- Long Term Capital Replacement Calendar Identify all major IT equipment and replacement schedule with funding. No change - progress currently.

Public Wi-Fi Access	Avg User / Day	Total Users / Month	Avg Gb/ Day	Total GB / Month
Convention Ctr	8.1	162	41.60	832
Library	2.9	58	62.15	1243
Village Hall	5.4	108	30.10	602
Horton EOC	1.95	39	20.6	412

Capital Projects

Projects in Construction

Project	Contractor	Substantial – Final Completion
RWWTP Solar Panels	Holt Renewables	Ground Screws installation is in progress.
603 Mechem Housing	Homespot	Fencing completed around houses
Guenevere Lift Station		Pick up parts/materials work to start in a week
Gavilan Canyon Emergency Sewer Line	Rymarc Construction	Complete – Walk through is next with punch list.
RWWTP UV Replacement	J-29 Services	Equipment Arrival ETA March

Project Progress Highlight: Pedestrian Bridge





Engineer: Stantec
Project Budget: $68,028.70
Funding: $4,874,556 FEMA Project PW #19

Procurement Activities

Purchase Order Summary Report

March 2026: 323 Count March Value: $1,574,337.522
FY26 Issued YTD: 3,155 Count Total Value: $57,199,601.89

RFP #2026-007P Property Assessment Consultant Services

Advertisements for RFP #2026-007P started 3/26/2026. Proposals will be due on 4/6/2026. Award and contract to be awarded on 4/16/2026 Council Agenda.

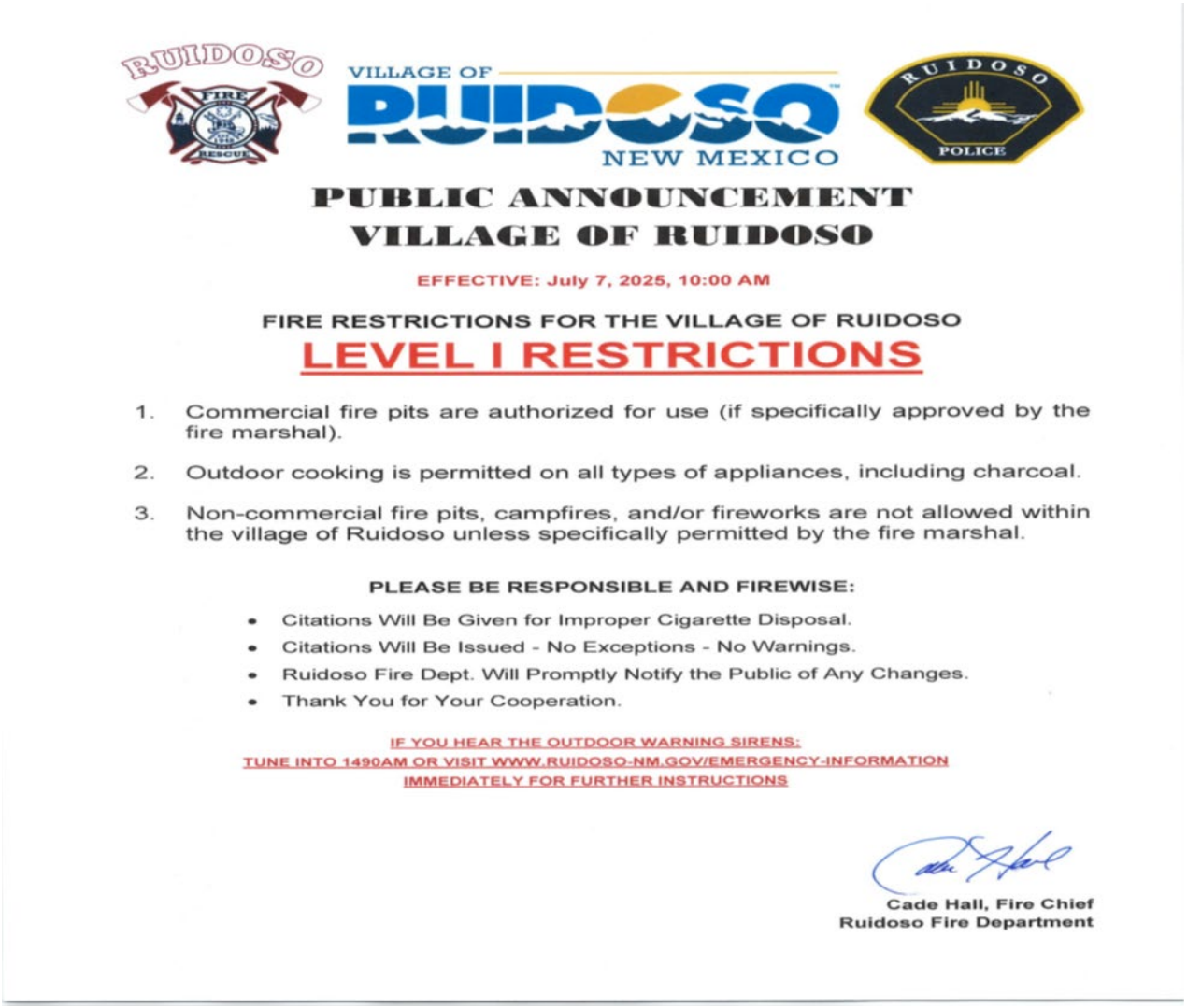
E-Procurement demos have been completed with Beacon Bid out of Austin, TX and with Open Gov. We will complete MyGovs demo this next week. We have received the quotes from Beacon Bid and Open Gov.

The new purchasing agent, Roderick Kimbrell, started on 3/23/26.

FIRE

We remain in Level I Fire Restrictions

Ruidoso Fire Department is always monitoring the Energy Release Components and looking at the trends. Ruidoso area is 90



VILLAGE OF RUIDOSO NEW MEXICO

PUBLIC ANNOUNCEMENT
VILLAGE OF RUIDOSO

EFFECTIVE: July 7, 2025, 10:00 AM

FIRE RESTRICTIONS FOR THE VILLAGE OF RUIDOSO

LEVEL I RESTRICTIONS

1. Commercial fire pits are authorized for use (if specifically approved by the fire marshal).
2. Outdoor cooking is permitted on all types of appliances, including charcoal.
3. Non-commercial fire pits, campfires, and/or fireworks are not allowed within the village of Ruidoso unless specifically permitted by the fire marshal.

PLEASE BE RESPONSIBLE AND FIREWISE:

- Citations Will Be Given for Improper Cigarette Disposal.
- Citations Will Be Issued - No Exceptions - No Warnings.
- Ruidoso Fire Dept. Will Promptly Notify the Public of Any Changes.
- Thank You for Your Cooperation.

IF YOU HEAR THE OUTDOOR WARNING SIRENS:
TUNE INTO 1490AM OR VISIT WWW.RUIDOSO-NM.GOV/EMERGENCY-INFORMATION
IMMEDIATELY FOR FURTHER INSTRUCTIONS

Cade Hall, Fire Chief
Ruidoso Fire Department

- There were 146 calls ran from Feb. 1st, 2025 – Feb. 28th, 2025. This includes fire, medical & rescue calls. This is a final count per state once all reports have been approved and submitted through NMEMSTARS (the state reporting system we use) from this point on we will only report final numbers once we have them confirmed by the State.
- March 3rd SCBA compressor testing. / Pack Test Standby for United States Forest Service.
- March 4th C-Shift in Socorro for Facility training burns, FF Hall, FF Temple, FF Goetz, FF Powell in Socorro for FF1 & 2 burns. Lt. Davis in Socorro for live burns.
- March 5th Dark Ridge Public Power shut off tabletop / Fire extinguisher inspections / FF Hall, FF Temple, FF Goetz, FF Powell in Socorro for FF1 & 2 burns. Lt. Davis in Socorro for live burns.
- March 6th, FF Hall, FF Temple, FF Goetz, FF Powell in Socorro for FF1 & 2 burns. Lt. Davis in Socorro for live burns / Lincoln County Community Wildfire Protection Plan / Special Council Meeting.
- March 8th FF Maldonado went to Instructor I Los Alamos / Pack Test Stand by USFS.

- March 9th Pack test standby for USFS / FF Maldonado went to Instructor I Los Alamos / Rising Phoenix functional exercise planning meeting.
- March 10th Full CPR class taught for Smokey bear hotshots / Interview for Emergency Management intern / Attended Chief General HR CPM 131/ FF Maldonado went to Instructor I Los Alamos
- March 11th Lincoln County Cooperators meeting / FF Maldonado went to Instructor I Los Alamos / Meeting with Michael Legendre /
- March 12th FF Maldonado went to Instructor I Los Alamos / Meeting with Xterra.
- March 13th Fire Departments Quarterly Meeting / FF Maldonado went to Instructor I Los Alamos
- March 15th Cunningham, Gonzales & Rodriquez in Socorro for Ropes A & O
- March 16th Cunningham, Gonzales & Rodriquez in Socorro for Ropes A & O
- March 17th Cunningham, Gonzales & Rodriquez in Socorro for Ropes A & O / St. Patricks' Day / C shift RT-130 refresher.
- March 18th Cunningham, Gonzales & Rodriquez in Socorro for Ropes A & O / VOR Health and Wellness Fair / Consolidated dispatch meeting.
- March 19th Cunningham, Gonzales & Rodriquez in Socorro for Ropes A & O / Carrizozo Schools Career Day.
- March 20th Cunningham, Gonzales & Rodriquez in Socorro for Ropes A & O
- March 23rd FF. Hall & FF. Temple Santa Fe for ARFF burns / Rising Phoenix functional exercise.
- March 24th C shift Pack test / Special council meeting / mark 43 expo / Lincoln County Emergency planning committee meeting.
- March 25th FF. Powell. FF. Cunningham, FF. Aragon, FF. Schmelzenbach in Santa Fe for ARFF burns / Budget kickoff
- March 26th Pack test A shift / Generator @ station 1 complete annual service / A shift RT-130
- March 27th Pack test B shift / Lincoln National Forest Level 1 restrictions meeting / B shift RT-130
- March 29th C-Shift Rt-130 Refresher continued / Engine 3 Wrecked into Bays at Station 3.
- March 30th Swearing in of new elected officials.
- March 31st Special Consolidated Dispatch meeting / Head Shots / Engine 2 quoted looked at for repair.

OFFICE OF EMERGENCY MANAGEMENT

Overview

During March, the Village of Ruidoso Office of Emergency Management continued focusing on preparedness, coordination, and long-term recovery efforts while maintaining awareness of emerging hazards. OEM monitored several periods of heightened weather conditions, including high wind and fire risks, and coordinated with the National Weather Service and regional partners to ensure readiness. The office also advanced several preparedness initiatives, such as planning for upcoming exercises, strengthening interagency coordination, and supporting community resilience efforts related to post-disaster recovery. Staff continued working on emergency planning updates, regional partnerships, and outreach to keep the Village prepared to respond to future incidents while managing ongoing recovery from recent disasters.

Key Activities

Preparedness

- The Office of Emergency Management (OEM) is actively working to update and revise the Emergency Operations Plan (EOP). In March, we continued to work on Annex A Warning and the Outdoor Warning System Policy.
- The Office of Emergency Management (OEM) continued working on the upcoming Pre-Monsoon season exercise series. The Tabletop Exercises were held on April 1, from 1 PM to 4 PM at Village EOC. The Functional Exercises will be held on April 15, from 9 AM to 5 PM at the Convention Center.
- The Office of Emergency Management (OEM) has continuously developed the *Concept of Operations Plan for Public Safety Power Shutoffs (PSPS)* to enhance preparedness, coordination, and response efforts related to planned power outages initiated for public safety reasons. This plan has been developed and finalized.
    - The Office of Emergency Management (OEM) held the Lincoln County LEPC meeting to discuss regional response and upcoming events.
    - OEM and the Public Safety team met with XTERRA to plan and discuss emergency operations for the upcoming October event and the world championships.
    - OEM and the Public Safety team met with IRONMan to plan and discuss emergency operations for the upcoming October event and the world championships.
    - The Office of Emergency Management (OEM) has hired an Emergency Management Intern for the disaster season.

Response

- No emergency response activities took place in March; however, the Ruidoso Emergency Operations Center (EOC) stayed at Activation Level 3, maintaining a heightened state of readiness.

Recovery

- The Office of Emergency Management (OEM) is currently integrating the key findings from the After-Action Meeting into the report. Due to the ongoing project list, the After-Action Report continues to be delayed, with a new date of publishing set for June/ July.
- Continue to collaborate with FEMA, the Department of Homeland Security and Emergency Management (DHSEM), and Dennis, our PA contractor, to support the Village's ongoing recovery operations under the Public Assistance (PA) program. We have downgraded the frequencies of the PA meetings to once a month and as needed moving forward.
- The Office of Emergency Management (OEM) has remained actively engaged in supporting the Lincoln County Community Organizations Active in Disaster (COAD) and Long-Term Recovery Group (LTRG) in addressing unmet needs following recent disasters.
- OEM, in partnership with Planning and Zoning and structural engineers, worked over the recent Easter weekend to assess properties that have been identified as an imminent threat to life safety for the Clean and Lien Program. OEM is analyzing data.

Mitigation

- Ongoing development of a high-water detection system designed to improve safety at low-water crossings throughout the Village. We are currently waiting on the FEMA 404 Mitigation Funding Review from FEMA Region 6. Due to funding gaps, we do not expect to receive a response from FEMA in the near future.
- The Office of Emergency Management (OEM) continues to collaborate with the Department of Homeland Security and Emergency Management (DHSEM) on various Hazard Mitigation projects aimed at strengthening the Village's resilience to disasters. Current initiatives include:
    - **Backup Generator Project** – Ensuring critical infrastructure remains operational during power outages by securing backup power solutions.
    - **Property Buyback Program** – Assisting in the acquisition of high-risk properties to reduce future flood damage and enhance community safety.
    - **Flood Detection System** – Implementing advanced monitoring technology to provide early warnings and improve response efforts for flood events.

- Continued working on the mobile generator project for critical facilities in the village. Confirming sizes for these generators and buildings.

FORESTRY

Name: Forestry	**Fiscal year**	**This Period**
Forestry Current Activities Report	**25/26**	**2/1 to 2/28-2026**
Item:		
Hazard Tree Removal:		
private property	**284**	**21**
village property	**272**	**0**
Public Service Visits, Insects/Disease/Misc	**84**	**7**
Permits issued for Tree Removal (20" plus)	**37**	**11**
Private Property Compliance:		
initial Inspection and Fire Hazard Rating	**811**	**80**
final inspection for Certification	**789**	**87**
acres completed	**425.91**	**72.01**
New Construction :		
initial Inspection and Fire Hazard Rating	**11**	**1**
final Inspection and Approval	**3**	**0**
New Construction Permitting Fees :		
forestry	**$900**	**$100**
solid waste	**$900.00**	**$0.00**
Village property Treated:		
555.14 Acres in Camelot is approved for the Fire Barrier		

Project. There are another 90 acres in progress		
117.14 acres completed		
Project at Grindstone Lake is progressing approx finish 4/15		

HUMAN RESOURCES

HR News

- Positions filled in March 2026
  - Alexander Nocella- Event and Recreation Supervisor
  - Michael Sralik- Deputy Clerk
  - Rachel Morgan- Utility Billing Clerk
  - Jessica Janopoulos- Community Development Administrative Assistant
  - Tristan Baca- Parks Maintenance Technician
  - Roderick Kimbrell- Purchasing Agent
- Promotions in March 2026
  - Yancy Darby- Patrol Corporal
  - Jimmy Hernandez- Patrol Corporal
  - Joshua Whitt- Patrol Corporal
  - Jeremy Brown- Water Distribution Supervisor

Other HR News

- In March, we hosted our 2nd Annual Employee Wellness fair on the 18th. We had 15 vendors set up booths with wellness resources (health, financial, self-care, etc.) for our employees. We also had door prizes and served lunch for the employees who attended (61 employees).
- In April we are working with HUB International on the Insurance renewal process for the new coverage year beginning in July 2026. We will be planning open enrollment which is tentatively scheduled for the first week in May.

Employee Committee News

- Employees of Quarter for Quarter 1
  - Administration – Taylor Sralik (HR Specialist)
  - Community Services – Adam Hutton (Parks & Rec Maintenance Technician)
  - Public Safety – Patrick Randolph (PD-Sergeant)
  - Public Works – Lisa Sanchez (Street Dept—Administrative Assistant)
  - Also Nominated – Larissa Aparicio, Corena Baca, Martha Baca, Danielle Cadena, Mercedes Espinoza, Luis Nava, Jaquelyne Pena, Rufus Sago, Isaiah Spitty, Andrew Sullens, and Tammi Waterfield
- Department of Quarter for Quarter 1
  - Radio Station
  - Also nominated – Community Development, Finance, Human Resources, Police Department, RWWTP, Solid Waste, Streets, Water Distribution/Sewer and the Wingfield House Museum

Safety

- OSHA 30 was scheduled for March 23, 24, 25 and April 2 and 3 and will be instructed by the Risk Management Team of the New Mexico Self Insurer's Fund. We had 14 employees attend and are now OSHA 30 certified.

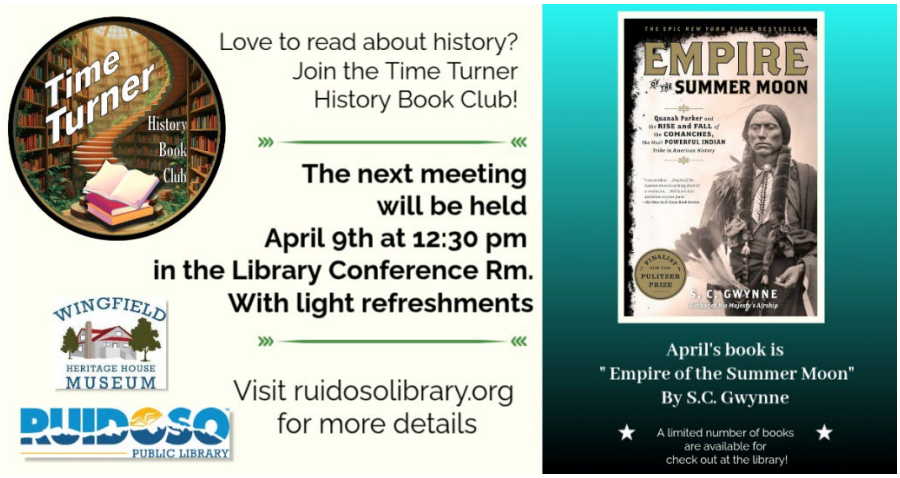
LIBRARY

GENERAL INFORMATION:

- The Library Manager attended the March Council Workshop Meeting on the 3rd.
- The Library Manager attended a One Screen Demo online on the 4th.
- The Library Manager and Youth Services Librarian attended the Dark Ridge Power Shutoff Tabletop Exercise at the EOC on afternoon of the 5th.
- The Library Manager attended the March Village Council Meeting on the 10th.
- The Library Manager attended the March Director/Manager meeting on the 12th.
- The Friends of the Ruidoso Public Library Board met on March 3rd at 4 pm in the Library Conference Room. Their next meeting is May 12th at 4 pm.
- The Ruidoso Public Library Advisory Board met on March 4th at 12 pm in the Library Conference Room. Their next meeting is May 6th at 12 pm.
- The Library Manager attended bi-monthly meetings with The Agency.
- The Library Manager and Supervisor attended a Recycled Art Show meeting with Parks and Rec Staff on the 16th.
- The Library Staff had staff meetings on the 23rd and 30th.
- The Library Manager attended the Special Council Meeting on the 24th.
- The Library Manager attended the Budget Kickoff for FY 26-27 on the 25th.
- The Library Manager worked with Sunspot for the Sungazing Program on the 28th.
- The Youth Services Librarian is continuing her second library science class at Pueblo Community College. She will take 1 more library science class in the Summer or Fall. After classes are completed and passed, she will be able to apply for her NM Class I Library Certification by December 2026.
- Staff attended the weekly Safety Meetings at Village Hall on Friday mornings.

Adult Services:

- The Office of the State Engineer was in the conference room to offer help with water issues on Tuesday, March 3rd from 9 am to 12 pm. Their next monthly visit will be April 7th.
- Daughters of the American Revolution, Sierra Blanca Chapter meet on the first Wednesday of the month at 12:30 pm in the Conference Room.
- Nicole with HUB was here on the third Thursday of the month from 9 am to 12 pm to help employees with Insurance Questions.
- Friends of the Wingfield Heritage House Museum meet here every 4th Friday at 10 am.
- The Library has State and Federal Tax Booklets and will print off any forms you may need.
- The Library collaborated with the Redcross and Village Emergency Manager to conduct a Prepare for Wildfire Season Program with 37 attendees.
- The Library in Collaboration with Sunspot Observatory and NMSU did a Sungazing Program with 54 attendees.
- The Library has partnered with the Museum Manager for a History Book Club called The Time Turners Book Club. They will meet on the second Thursday of each month at 12:30 pm in the Library Conference Room. April's Book will be:



Adult Displays for March:

Women's History Month



American Red Cross Month



Outreach Services:

- The Van campaign began February 9th with a soft launch in March a hard launch is planned for April.





- Library Staff worked with The Agency to launch our Name the Bear Campaign in March.



- We also are currently conducting a survey. Go to www.ruidosolibrary.org and take a few minutes to fill out the survey and tell us about the programming you'd like to see us do.
- The Library Supervisor is joining the Museum Education Coordinator for their Archaeology Day with the 2nd Graders the first week of May.
- Youth Service Librarian planning for our annual Dia de los Libros, Dia de los ninos "Day of the book day of the child" also known as "DIA" celebration the second Saturday of May.
- Youth Services Librarian and Library Supervisor are both planning, along with staff for Summer Reading.

Youth Services:

- Youth Services conducted 5 Baby and Me story times with a total of 73 attendees. Baby and Me at 10:30 on Tuesdays.
- Youth Services conducted 3 regular Story Times with 112 total attendees. Story Time is at 10:30 am on Wednesdays.
- Youth Services conducted a special story time to celebrate Dr. Seuss' Birthday with 57 attendees.
- Youth Services conducted a Children's Program with 43 attendees.
- Youth Services conducted a Teen Program with 17 attendees.

- Youth Services had 2 outreach visits from Montesorri School with 53 attendees.
- Youth Services conducted 2 second grade class tours with 90 attendees.
- Youth Services conducted a Region 9 outreach with 75 attendees.
- Youth Services Displays in March





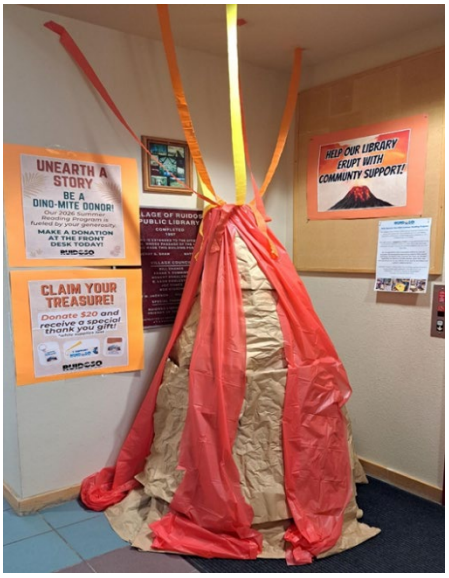
Summer Reading is almost upon us. Come help us Unearth a Story!



Support Summer Reading and other programs. Let's try for an Eruption of Community Support! Make a donation of $20.00 or more and get a treasure while supplies last.

ON-GOING PROJECTS:

- The Library Supervisor continues to help input records into Past Perfect Software for the Wingfield House Museum and Heritage Center.
- Continuing with collection development as well as cataloging and processing of adult and youth materials.
- Working on record database maintenance and clean up as well as member database corrections and updates.
- Ongoing weeding and repair of library materials. On going training for staff to keep them up to date on technology, emergency operations, and all the varied areas of library work.



New chairs and tables in adult services common areas





New chairs in adult computer area



New Teen Furniture: Spinning bookshelves, chairs, table, lamps and sign.



- These improvements were done with GO Bond Funds.

STATISTICS:

- Library material checkouts were 3,109 and check ins were 2,897.
- Visitors total were 6,641.
- We issued a total of 52 new cards and updated 133 cards.
- Overdrive checkouts were approximately 1251. We had approximately 11 new users. There were 595 holds for e-audios and 247 holds for e-books and we had 85 holds for print materials.
- Database usage from Catalog Page: El Portal 11; Mango 2, Libby 26, Heritage Quest 4, NM News Plus 18, Guttenberg Project 6, and Tumblebooks 5; Get Set Up 5; Libre Vox 2; Pebble Go 4; WFHHM Catalog 5; Salem Press 3; Digital Human Library 3.
- Reference questions totaled 1,839.
- Computer users totaled 260.
- Gabbie, a text message application on our Integrated Library System Biblionix, was used approximately 498 times by100 unique users.
- We added 254 material items.
- We had 13 Interlibrary Loan requests, and 13 books have been received.
- There were 895 external catalog searches 1,483 internal searches by 198 unique users.
- There were approximately 11,158 actions performed in our Biblionix Integrated Library Software

RUIDOSO PUBLIC LIBRARY (LIBRARY OPERATIONS STATS) FY 2025-2026													
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD
CIRCULATION/CHECK OUTS/													
Adult Books	1,157	1,207	1,223	992	901	1,261	1,261	841	1,017				
Juvenile Books	1,645	1,538	1,539	1,630	1,242	1,192	1,216	1,338	1,500				
Adult Media	283	340	354	284	272	286	304	295	348				
Juvenile Media	175	159	149	138	118	184	153	144	166				
Library Use	14	15	18	18	10	14	17	17	11				
Paperbacks	25	31	63	96	87	55	98	70	67				
Check Ins	3,633	3,162	3,136	3088	2582	3183	2741	2611	2897				
Total Books & Media	6,932	6,452	6,482	6,246	5,212	6,175	5,790	5,316	6,006	0	0	0	54,611
Tumble books	7	222	620	831	270	67	311	9	3				
Overdrive	713	737	1302	1315	1035	1199	1145	1088	1248				
Total E Collection	720	959	1922	2146	1305	1266	1456	1097	1251	0	0	0	12122
Total Circulation	7,652	7,411	8,404	8,392	6,517	7,441	7,246	6,413	7,257	0	0	0	54,611
CIRCULATION OPERATION													
Days Open	24	26	25	26	21	25	25	23	26				
Hours Open	184	188	188	192	152	177	160	168	192				
Reference	1,677	2325	2022	2157	1628	1876	1839	1961	2144				
New Cards	39	42	75	40	25	30	23	50	52				
Patron Updates	152	125	166	129	107	139	107	90	133				
Tours	0	0	2	128	0	0	0	0	90				
Library Conference Rm	44	85	77	89	65	41	63	67	127				
Classroom	0	0	0	5	42	16	14	60	77				
Archive Room	41	39	3	9	103	5	14	27	0				
Gate Count	5218	6136	6267	5546	5506	2850	3040	3080	3800				
Total Patron Visits	7,379	8,966	8,825	8,321	7,649	5,159	5,285	5,526	6,641	0	0	0	63,751
ILL Requests	15	18	19	20	9	16	16	16	13				
ILL Borrowed Items	15	18	19	20	9	16	16	16	13				
COLLECTION													
New Books Added	38	226	132	159	68	181	126	160	205				
Audiobooks Added	0	6	3	3	6	7	7	0	15				
DVDs Added	2	18	3	9	2	11	22	3	34				
Total Items Added	40	250	138	171	76	199	155	163	254	0	0	0	1446
Items Discarded	86	144	92	144	21	206	360	212	177				
PROGRAMMING													
Children's Programs 0-5 years	3	0	9	9	7	3	4	8	9				
Children's Attendance 0-5 yea	120	0	164	174	152	141	91	182	224				
Children's Programs 6-11 year	1	0	1	3	1	2	1	2	1				
Children's Attendance 6-11 ye	25	0	22	705	27	86	14	123	43				
Teen Programs 12-18 years	1	0	1	4	1	4	1	1	1				
Teen Attendance 12 -18 years	1	0	2	69	2	8	10	5	17				
YS Passive Programs	3	2	2	5	4	3	4	4	4				
YS Passive Participation	120	81	158	115	57	54	98	216	224				
Adult Programs	1	3	2	4	2	2	3	1	4				
Adult Attendance	4	107	63	895	25	12	57	7	154				
OUTREACH													
Number of Visits							3	4	1				
Number of attendees							89	121	90				
Number of Drop visits							0	0	2				
Number of attendees							0	0	53				
TECHNOLOGY USAGE													
Public Computers	212	243	252	202	249	178	180	222	260				
WI-FI	47	50	59	55	48	44	50	49	58				
COMMUNITY VOLUNTEERING													
Volunteer Hrs (Adult)	35	132.5	116	135.5	187	139	136	105	117				
Volunteer Hrs (Teen)	0	0	0	0	0	4	0	0	0				
Total Volunteer Hrs	35	132.5	116	135.5	187	143	136	105	117	0	0	0	0
ONLINE RESOURCES													
Brainfuse/Help Now	0	0	0	0	0	0	0	0	0				
Brainfuse/Job Now	0	0	0	0	0	0	0	0	0				
Heritage Quest	15	0	0	11	104	1	212	2	20				
Mango Languages	2	9	9	7	14	15	11	15	15				
Pebble Go/PebbleGoNext	0	0	3	5	0	8	23	14	71				
Niche Academy	2	42	0	1	0	9	4	2	3				

PARKS AND RECREATION

Ruidoso Schools MOU
MAINTENANCE AND FINANCES

- Staff cleaned parks and restrooms, (88-man hours White Mtn.) $2,548.00 personnel.

Total Supplies	$50.00
Water - November	
Gavilan Water Bill	$149.31
White Mountain Water Bill	$62.59
White Mountain Electric Bill-November	$157.26
Personnel	$924.00



$1,343.16

88
TOTAL HOURS

Parks and Facilities
PROJECTS BY NUMBERS

- Staff cleaned and maintenance parks, and buildings. 996-man hours.
- Staff picked up trash on medians, parks, free parkings, and cleaned graffiti, 142-man hours.
- Staff prepped and maintained White Mountain Sports Complex, 196-man hours



1,334
TOTAL HOURS

Keep Ruidoso Beautiful

- The March Keep Ruidoso Beautiful Committee Meeting was held.
- Matthew Baird just returned from the Keep America Beautiful Summit he attended in NOLA.
- The Maze of Life was a great success educating area 8th graders about litter.
- The Great American Clean Up is scheduled for Sunday, April 26th, at Wingfield Park.



Programs & Activities

YOUTH AND COMMUNITY ACTIVITIES

- The Walk the Links 5k Walk/Run went smoothly, with 44 online registrants and 72 total participants.
- The Youth Basketball Season for the 9 through 14-year-olds concluded on March 21st with the final 6 games in the tournament.
- Soccer Season has started, with practices since the 24th and their first games on the 28th. A total of 267 players are registered across all divisions.
- Midtown Market planning has also started, with several vendors eager to start again.
- Preparations for the Bunny Run and Easter Egg Hunt on April 4th underway.



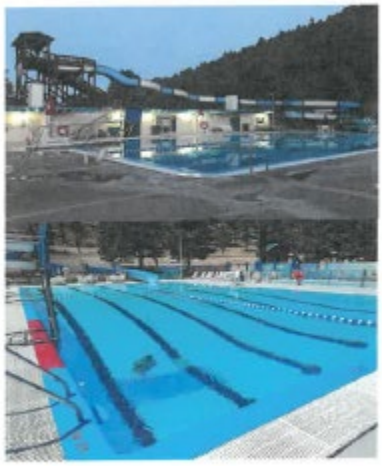
RUIDOSO PARKS & RECREATION
LIVING IN NATURE'S PLAYGROUND

PROGRAMS & ACTIVITIES

Public Pool Update

- Chemical controller pumps and impellers are shut down and drained. Drain plugs will be installed today before we start filling the pool to test run.
- Pumps and impeller's are started frequently to prevent seizing up.
- The pump room heater can be turned off soon.
- The pool is partially drained, and the pool cover was removed.
- The main circulation pump has a leak and will be repaired this week. A new seal kit will be installed.
- Outside door covers can be removed soon.
- A new pool filter tank, discs and filter screens were installed and will be inspected for functionality by the end of this week once the pool is filled and the main pool pump is back in place.
- Several Roof leaks were detected. The complete pool roof was sealed with a new layer of gel coat.
- The pool will be drained by the end of this week and prepped for painting.

RUIDOSO PARKS & RECREATION
LIVING IN NATURE'S PLAYGROUND



Community Center

Center/Retired and Senior Volunteer Program Accomplishments

- The Retired and Senior Volunteer Program (RSVP) held its annual appreciation banquet on March 6th. Those in attendance were RSVP Volunteers, Village of Ruidoso Mayor Pro-Tem and councilors, Parks & Recreation Directors, and Community Center/RSVP staff. The Ruidoso High School Teepee Lounge catered and served the meal to approximately 115 people. There were plaques and certificates given out to those who had 5, 10, 15, 20, and 25 years in the program. Also, there were a few recognized for the most hours placed in 2025. The banquet and meal of Chicken Cordon Bleu with awesome sides was well received by all in attendance and RSVP volunteers walked away with smiles as they thanked staff for a very good event.
- The RSVP program is in its final months of programming because the Village of Ruidoso has decided to dissolve the project due to constant funding cuts that leave the person in that paid position as coordinator in limbo from year to year. Community Center staff have spoken with many registered volunteers, and they are all stating that they will continue to volunteer time as all stations will remain active. Staff has guaranteed that they will continue to send volunteers to all stations as people come in and inquire about volunteering. The program should fully close out on June 30, 2026.
- A new session has begun in the center called Living Well in Lincoln County on the 4th Wednesday of every month. Each session will bring in people in the community to talk about different topics each time to allow anyone in the community to sit in and hear information about things that are going on in the community. Items that will be discussed are pension planning, healthcare, pets, Veterans items etc. Sessions are from 9:00am to 10:30am.



3 Staff Members

50 Weekly Activities

Retired and Senior Volunteers Program
Volunteers With Most February 2025 Hours
Paul Eckmon with 183 Hours
Peggy Mayville with 80 Hours
Karen Joyce with 68 Hours

Your Service is Appreciated

RUIDOSO COMMUNITY CENTER

POLICE DEPARMENT

Dispatch all calls for service
Total Calls for Service- 1,801

Total Positions Available- 11
Total Positions Vacant- 3
Positions Hired this month- 0
Total Applications this month – 12

Patrol Division calls for service
Total Calls for Service- 1,045
Total Arrests made- 26
Total Citations Issued- 56
Total Reports taken- 90
Special Operations Conducted- 0

Total Positions Available- 1
Total Position Vacant- 3
Positions Hired this month- 0
Total Applications this month – 0

ACO calls for service
Total Calls for Service- 93
Citations Issued- 0
Total Reports taken- 2
Special Operations Conducted- 0

Total Positions Available-1
Total Position Vacant- 0
Positions Hired this month- 0
Total Applications this month – 0

Criminal Investigations Division
Total Calls for Service- 17
New Cases Received-6
Pending Cases- 10
MCU Callouts – 0
Special Operations Conducted- 1 Fugitive Apprehension on Hideaway / 3 Search warrants one assisting Roswell PD
Backgrounds – 4

Total Positions Available- 4
Position Vacant- 1-Narcotics
Positions Hired this month- 0
Total Applications this month- 0

REGIONAL WASTEWATER TREATMENT PLANT (RWWTP)

		RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY								
		MONTHLY RECORD FOR INFLUENT AND EFFLUENT								
DATE	DAY	FLOW	TEMP.	pH	T.S.S.	BOD5	E. COLI	TRC ug/L	INF. T.S.S.	INF. BOD5
03/01/26	Sun	1.33	14.3	7.02				N/A		
03/02/26	Mon	1.27	14.6	7.16				N/A		
03/03/26	Tues	1.32	14.7	7.18				N/A		
03/04/26	Wed	1.12	14.6	7.30				N/A		
03/05/26	Thu	1.06	14.6	7.25				N/A		
03/06/26	Fri	1.30	14.3	7.26				N/A		
03/07/26	Sat	1.10	14.3	7.25				N/A		
03/08/26	Sun	1.23	14.5	7.49				N/A		
03/09/26	Mon	1.24	14.7	7.26				N/A		
03/10/26	Tues	1.30	14.6	7.21			91.5	N/A		
03/11/26	Wed	1.28	14.7	7.41	2.00	2.47		N/A	**172.7**	**268.4**
03/12/26	Thu	1.24	14.7	7.48				N/A	VSS 141.5	pH 7.62
03/13/26	Fri	1.27	14.9	7.37				N/A	VOL.81.9%	TEMP. 17.6
03/14/26	Sat	1.30	14.9	7.27	2.00	2.47	91.5	N/A	**98.8**	**99.1**
03/15/26	Sun	1.52	15.5	7.29				N/A	**%removal**	**%removal**
03/16/26	Mon	1.25	15.1	7.25				N/A		
03/17/26	Tues	1.22	15.6	7.34				N/A		
03/18/26	Wed	1.39	15.8	7.08				N/A		
03/19/26	Thu	1.21	16.3	6.97				N/A		
03/20/26	Fri	1.20	16.2	7.37				N/A		
03/21/26	Sat	1.41	16.4	7.61				N/A		
03/22/26	Sun	1.48	16.6	7.27				N/A		
03/23/26	Mon	1.34	16.5	7.43				N/A		
03/24/26	Tues	1.22	16.4	7.37			15.5	N/A		
03/25/26	Wed	1.23	16.6	7.27	1.40	3.82		N/A	**299.0**	**288.2**
03/26/26	Thu	1.20	16.7	7.45				N/A	VSS 268.3	pH 7.79
03/27/26	Fri	1.24	16.2	7.44				N/A	VOL.89.7%	TEMP. 16.9
03/28/26	Sat	1.17	16.4	7.39	1.40	3.82	15.5	N/A	**99.5**	**98.7**
03/29/26	Sun	1.34	16.7	7.16				N/A	**%removal**	**%removal**
03/30/26	Mon	1.27	16.8	7.28				N/A		
03/31/26	Tues	1.17	16.7	7.27				N/A		
MONTHLY AVG.		**1.27**			**1.70**	**3.15**	**53.5**			

RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILIT

MONTHLY RECORD FOR FOG RESULTS

FOG RESULTS
Mescalero, New Mexico

Collection Date	N-Hexane Extractable	Location
3/4/2026	16.0	IMG - Carrizo Canyon
3/4/2026	35.0	Palmer Loop Manhole, Mescaler
3/4/2026	8.40	Apache Travel Center

FOG RESULTS
Ruidoso, New Mexico

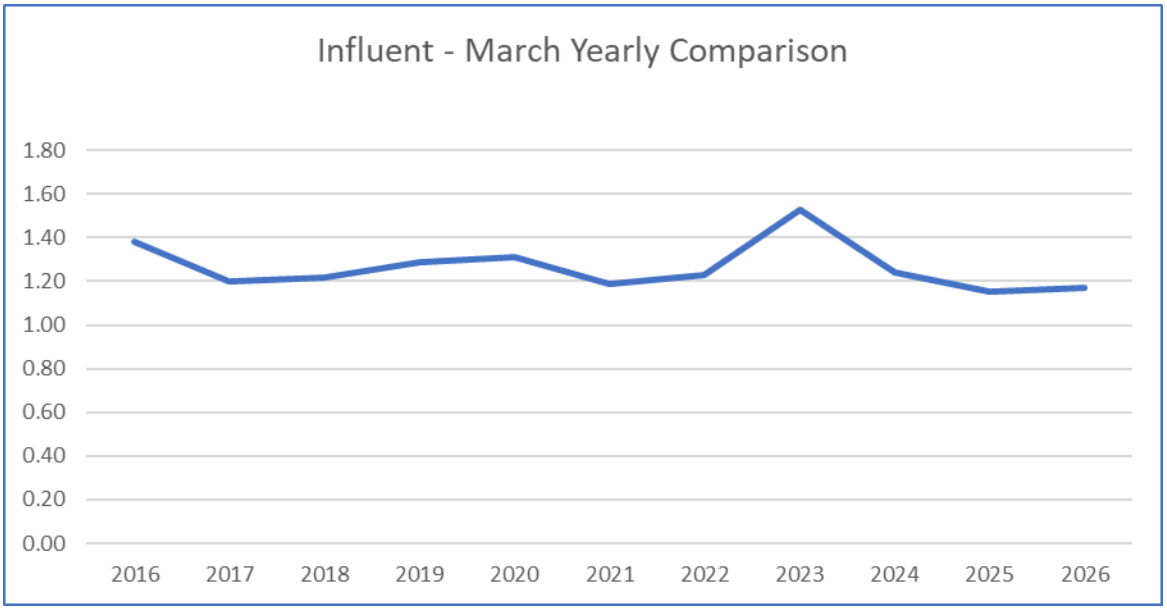
Collection Date	N-Hexane Extractable Material	Location
3/4/2026	35.0	Metering Station

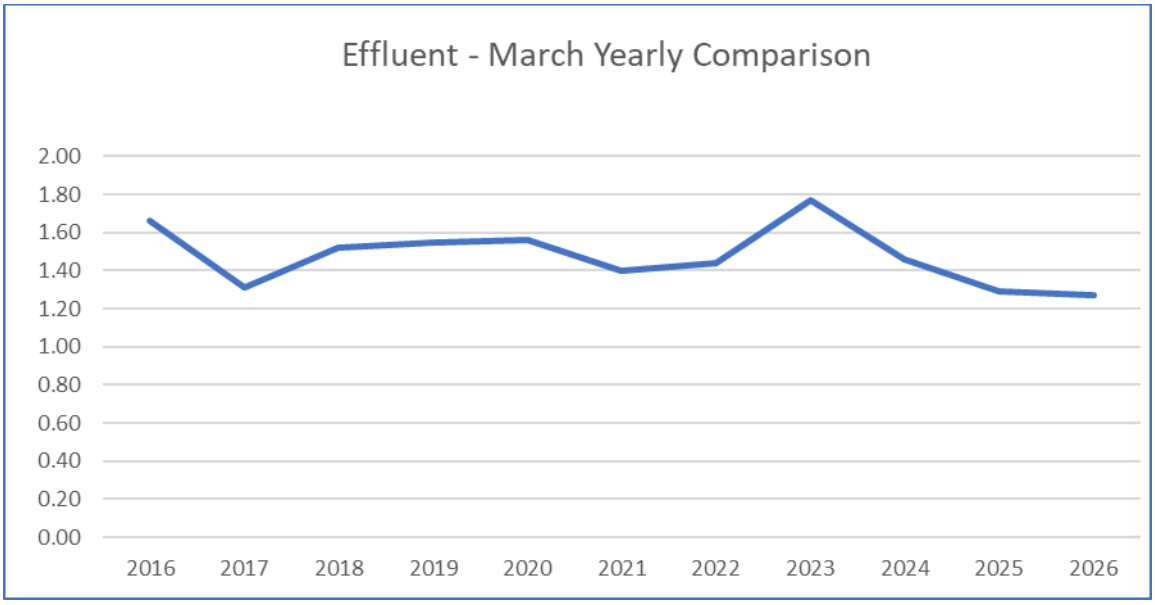
FOG RESULTS (RWWTP - INFLUENT)
Ruidoso Downs, New Mexico

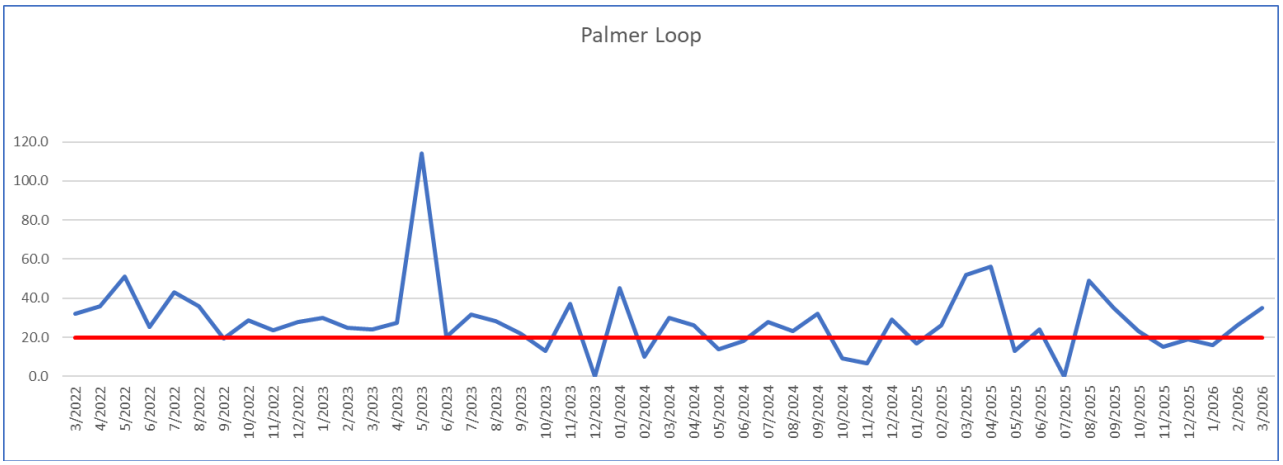
Collection Date	N-Hexane Extractable	Location
3/4/2026	25.0	Wastewater Treatment Plant

FOG RESULTS (CORD)
Ruidoso Downs, New Mexico

Collection Date	N-Hexane Extractable	Location
3/4/2026	25.0-35.0 = -10.00	City of Ruidoso Downs







SOLID WASTE

- Grapple pick up has <u>really</u> picked up. There are lots of needles and branches from the ice storm; on top of forestry compliance clearing.
- We have 3 to 4 grapple drivers running full-time.
- 3/16/26 – 3/31/26, 143 documented loads were taken to Tanner's from VOR Solid Waste grapple trucks.
- We are still getting illegal dumping. People are still cleaning up property of flood debris and others are remolding damaged property.
- Bears are starting to come out of hibernation.

Universal Waste Systems Statistics:

Listed below you will find information regarding green-waste that has been collected within Village of Ruidoso and taken to Sierra Contracting/Universal Waste Systems for disposal: (No bill to update for March) End of contract: 3/16/26

Fiscal Year		Cubic Yards of Yard Debris to Sierra Contracting	Fee	Loads
2023/2024				
JUL		5,780.00	$56,130.66	266
AUG		4,538.00	$44,069.37	214
SEP		4,352.00	$42,263.09	198
OCT		3,361.00	$32,639.30	164
NOV		3,559.00	$34,562.12	166
DEC		3,725.50	$36,179.03	178
JAN	UWS	4,261.00	$41,721.91	198
FEB		2,250.50	$56,039.41	265
MAR		3,180.00	$31,284.76	150
APR		3,658.00	$33,141.48	170
MAY		4,779.00	$43,805.10	219
JUN		4,660.00	$42,219.60	215
	TOTAL	**48,104.00**	**$494,055.83**	**2403**
TONS		**7215.60**		

Fiscal Year		Cubic Yards of Yard Debris to Universal Waste Sys.	Fee	Loads
2025/2026				
JUL		3,579.00	$32,425.74	165
AUG		3,005.00	$27,225.30	138
SEP		2,509.89	$22,739.60	117
OCT		2,644.00	$23,954.64	121
NOV		2,904.00	$26,310.24	132
DEC		5,029.00	$45,562.74	231
JAN		3,080.00	$27,825.44	140
FEB		5,397.00	$48,896.82	247
MAR		0.00	$0.00	0
APR		0.00	$0.00	0
MAY		0.00	$0.00	0
JUN		0.00	$0.00	0
	TOTAL	**28,147.89**	**$254,940.52**	**1291**
TONS		**4222.18**		

Lincoln County Waste Transfer Statistics:

Listed below are the year-to-date deliveries of municipal solid waste from Lincoln County via Universal Waste Systems to the Gavilan Canyon Transfer Station: 2.4% CPI increase effective 3/1/26

MONTH	GROSS LOADS	GROSS TONS DELIVERED TO T.S.	PRE TAX FEE
2025/2026			
MARCH	26	164.26	$10,093.78
APRIL	28	181.51	$10,545.43
MAY	26	124.15	$7,629.02
JUNE	25	125.08	$7,686.17
JULY	25	122.53	$7,529.47
AUGUST	26	126.06	$7,746.39
SEPTEMBER	26	135.50	$8,326.48
OCTOBER	27	142.40	$8,750.48
NOVEMBER	24	138.48	$8,509.60
DECEMBER	28	178.78	$10,986.03
JANUARY	21	133.63	$8,211.56
FEBRUARY	24	142.30	$8,744.34
	306	**1,714.68**	**$104,758.75**

MONTH	GROSS LOADS	GROSS TONS DELIVERED TO T.S.	PRE TAX FEE
2026/2027			
MARCH	25	122.36	$7,519.02
APRIL	0	0.00	$0.00
MAY	0	0.00	$0.00
JUNE	0	0.00	$0.00
JULY	0	0.00	$0.00
AUGUST	0	0.00	$0.00
SEPTEMBER	0	0.00	$0.00
OCTOBER	0	0.00	$0.00
NOVEMBER	0	0.00	$0.00
DECEMBER	0	0.00	$0.00
JANUARY	0	0.00	$0.00
FEBRUARY	0	0.00	$0.00
	25	**122.36**	**$7,519.02**

Gavilan Canyon Transfer Station:

Listed below are the year-to-date deliveries of solid waste made to the Gavilan Canyon Transfer Station then transferred via transport semi-trucks to Otero-Greentree Landfill in Orogrande: (No bill to update for March 2026)

Fiscal Year		Solid Waste Tonnage	Fee	Loads
2024/2025				
JUL		1,111.64	$18,849.41	46
AUG		938.31	$15,904.37	42
SEP		862.67	$14,643.57	38
OCT		820.19	$13,857.64	38
NOV		827.71	$15,314.62	38
DEC		913.16	$15,414.01	43
JAN		877.82	$14,750.60	43
FEB		771.94	$12,999.60	37
MAR		808.00	$13,597.47	39
APR		830.13	$13,937.61	41
MAY		893.36	$15,073.71	42
JUN		960.94	$16,253.74	44
	TOTAL	**10,615.87**	**$180,596.35**	**491**

Fiscal Year		Solid Waste Tonnage	Fee	Loads
2025/2026				
JUL		1,096.22	$19,133.63	45
AUG		910.89	$15,879.99	38
SEP		988.30	$17,237.49	41
OCT		885.26	$15,396.12	38
NOV		698.19	$12,037.71	33
DEC		936.23	$16,150.48	44
JAN		828.54	$14,325.28	38
FEB		730.49	$12,647.50	33
MAR		0.00	$0.00	0
APR		0.00	$0.00	0
MAY		0.00	$0.00	0
JUN		0.00	$0.00	0
	TOTAL	**7,074.12**	**$122,808.20**	**310**

STREETS

Trimming:

- Brush/Tree Trimming: Stump Removal: Scenic, Walnut, Signal Peak

Speed Limit, Street Name & Safety Signs: ("One Call" Marking – Installation – Repair)

- Signs: Marble, Leon Farrar/White Mountain, Circle, East View

Road & Right of Way Maintenance: (Motor Grader – Backhoe Dirt Work)

- Haul Dirt/Aggregates/Cold Mix/Millings: Millings from Airport
- Shoulder Work/Pick up Debris/Driveway Repair: White Mountain
- Road Repair/Maintenance: Cree Meadow Bridge

Drainage Issues: (Ditch Cleaning – Culvert Maintenance – Berm Construction)

- Clean Ditches/Culverts/Debris Dams: White Mountain Drive, Jack Little, Rain Dance, Hull, Country Club
- Repair/Install Berm/Swale/Install Culvert: Perk, 1st
- Clean/Repair/Drop Inlet/Debris Dam/Retention Pond: Juniper

Utility Cuts: (Water/Sewer Department & Utility Companies - Patch Streets with Hot Mix – Haul Debris Piles – Inspections – Assessments)

- Haul Millings: 603 Mechem
- Street Cuts: Mountain High Circle, Racquet, Snow Cap, Racquet Place, Racquet Drive, George P White, Wingfield, Reese/Walnut, Reese, D/1st, D/2nd, 2nd, South, 1st
- Cold Mix fills: Excalibur, 2nd, Crown, Sutton

Sweeping Streets:

- Swept: Sudderth

Material Usage Totals:

- Hot Mix: 662.02 tons
- Millings: 1,755.5 tons
- Bagged Cold Mix (50lb bags): 125
- Fines: 16.2 Tons
- Millings to 603 Mechem: 607.5 tons
- Bulk Cold Mix (1yd bag): 1 yd bag

Blade Work/Blade Patching: Repairing Dirt Roads/Hot Mix Patching

- Blade Patching: Davis

Pothole Patching:

- Marble, Marble/Coal, Joe, Mustang, D, 2nd, 5th, C, 1st, Bonanza, Mustang, Sunny Slope, George P White, Angeles, Otero, 3rd, South, Grove, Juniper, Fir, Virginia, Brady, Glade, Glade/Chaparral, Roswell, Old Lincoln, Carters, Ridge, Look Out, Cliff, Raymond Buckner, Guajolote, Canyon/East View, College/Canyon, College/Scenic, Circle

COOP Project: Flume Canyon

- Paving: Oxford, Black Forest, Wimbelton, Windsor

Assisting Other V.O.R. Departments/ Entities:

- Traffic Control for Contractor
- Hauled Hot Mix for MP Chavez-Starlite Job

Guardrail Installation/Maintenance/Repair/ Bridge Maintenance/Repair:

- Repair/Install/Reflectors/Delineators: Country Club, Paradise/Starlite, McDaniel, Main #2

Paving/Chip Sealing/Fog Seal:

- Pave/Skin Patching: North Fork

Street Department News:

- Clean & Maintenance Equipment & Trucks
- Building Shelves in New Conex
- Hot Plant Repairs
- 2 Staff to OSHA Training
- 10 Staff did Pack Test – All Passed!

General Street Repair and Drainage Work Orders: The goal is to keep these issues moving in a timely manner.

TOURISM



VISITOR TREND: NON-RESIDENT ORIGINS

JAN 1 - MAR 28, 2026

Non-Resident Origins



DMA	Visitors (% of Total)
Albuquerque-Santa Fe New Mexico	158K (29.5%)
El Paso (Las Cruces) Texas	156K (29.2%)
Amarillo Texas	24.5K (4.6%)
Lubbock Texas	23.4K (4.4%)
Denver Colorado	16.4K (3.1%)
Odessa-Midland Texas	16.2K (3%)
Dallas-Ft. Worth Texas	14.9K (2.8%)
San Antonio Texas	10.9K (2%)

Visitor origins remain the same over the previous period.

VISITOR TREND: BY DAY

JAN 1 - MAR 28, 2026

Daily Activity



TOP PLACES VISITED: NON-CHAIN

JAN 1 - MAR 28, 2026

Ruidoso, NM
CBSA • New Mexico

Category: Categories (30)
Area: In Market
Location Type: Non-Chains Only

Rank	Name
1	**Downshift Brewing Company - Riverside** 2704 Sudderth Dr, Ruidoso, NM 88345
2	**Noisy Water Winery (The Cellar Uncorked)** 2342 Sudderth Dr, Ruidoso, NM 88345
3	**Farley's Food Fun & Pub** 1200 Mechem Dr, Ruidoso, NM 88345
4	**Books Etcetera** 2340 Sudderth Dr, Ruidoso, NM 88345
5	**Ruidoso Bowling Center** 1202 Mechem Dr, Ruidoso, NM 88345
6	**Alto Cafe** 810 State Highway 48, Alto, NM 88345
7	**Rio Grande Grill and Tap Room** 441 Mechem Dr, Ruidoso, NM 88345
8	**Circle J Barbecue** 1825 Sudderth Dr, Ruidoso, NM 88345
9	**Brewer** 420 W 1st St, Capitan, NM 88316
10	**Log Cabin** 1074 Mechem Dr, Ruidoso, NM 88345

Ruidoso, NM
CBSA • New Mexico

Category: Categories (30)
Area: In Market
Location Type: Non-Chains Only

Rank	Name
11	**Brewer Oil Co** 1 Ski Run Rd, Alto, NM 88312
12	**Tina's Cafe** 2825 Sudderth Dr, Ruidoso, NM 88345
13	**Mces Vapor Lounge** 2722 Sudderth Dr C, Ruidoso, NM 88345
14	**Zocca Coffee & Tea** 1129 Mechem Dr Ste E, Ruidoso, NM 88345
15	**Ruidoso Convention Center** 111 Sierra Blanca Dr, Ruidoso, NM 88345
16	**Club Gas** 1137 Mechem Dr Unit A, Ruidoso, NM 88345
17	**Hotel Ruidoso** 110 Chase Dr, Ruidoso, NM 88345
18	**El Camino Nuevo** 1025 Mechem Dr, Ruidoso, NM 88345
19	**Epic Car Wash** 1811 Sudderth Dr, Ruidoso, NM 88345
20	**Smokey's Country Market** 116 Smokey Bear Blvd, Capitan, NM 88316

Top places visited continue to be consistent with a variety of spending categories including dining, groceries, hotels, leisure, shops & services, and travel.

DISCOVER RUIDOSO APP USERS

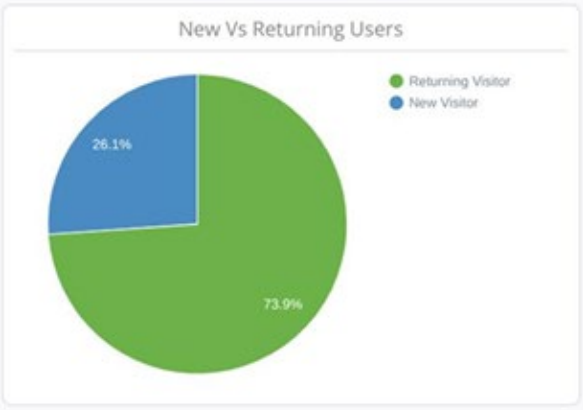
JAN 1 - MAR 28, 2026

Total Users	Avg Session Duration	Total Sessions	Pageviews	iOS Downloads	Android Downloads
23,116	0m 47s	30,989	106,303	493	169
↓ 23%	↑ 24%	↓ 39%	↓ 23%	↓ 34%	↓ 1%
vs Oct 6 - Dec 31	vs Oct 6 - Dec 31	vs Oct 6 - Dec 31	vs Oct 6 - Dec 31	vs Oct 6 - Dec 31	vs Oct 6 - Dec 31



DISCOVER RUIDOSO APP USERS

JAN 1 - MAR 28, 2026



Location Information — Export

	Users	New Users	Sessions
Phoenix, AZ	1989	163	333
Ruidoso, NM	1548	111	183
El Paso, TX	1230	152	172
Albuquerque, NM	1061	106	162
Dallas, TX	914	117	140
San Antonio, TX	719	42	117
Houston, TX	550	47	104
Austin, TX	495	34	73

DMA	Visitors (% of Total)
Albuquerque-Santa Fe New Mexico	158K (29.5%)
El Paso (Las Cruces) Texas	156K (29.2%)
Amarillo Texas	24.5K (4.6%)
Lubbock Texas	23.4K (4.4%)
Denver Colorado	16.4K (3.1%)
Odessa-Midland Texas	16.2K (3%)
Dallas-Ft. Worth Texas	14.9K (2.8%)
San Antonio Texas	10.9K (2%)

Returning app users continue to be the stonge majority of overall users proving the app to be a helpful tool. Users return to app over multiple sessions across various seasons for information about Ruidoso.

Top app user locations align with visitor origin locations proving the app is a utilized resource for visitors.

DISCOVER RUIDOSO APP: TOP PAGES VISITED

JAN 1 - MAR 28, 2026

Popular Items

Grindstone Lake	271
Ruidoso Mural Tour	176
Ruidoso River Trail	169
Screaming Eagle Mountain Coaster at Ruidoso Winter Park	152
Winter in Ruidoso – From Alpine Thrills to Fireside Chills	143
Ski Apache	114
Ruidoso Winter Park	108
Midtown Ruidoso	106
Scenic Gondola at Ski Apache	101
Alto Cafe & Bakery	93
Annual Vines In The Pines Art and Wine Festival at the Ruidoso Convention Center	93
Ruidoso Food Truck Center	87
Ice Skating Rink at Wingfield Park (Seasonal, Select Dates)	82
The Pit at Jacks Backstage	73
Grindstone Stables	71
Backcountry Attitudes	71
The Patina Lounge at Jacks Backstage	70
Blooms and Bliss: Plan Your Ruidoso Wildflower Adventure	69
Fort Stanton-Snowy River Cave National Conservation Area	66
Pillow's Fun Trackers	65

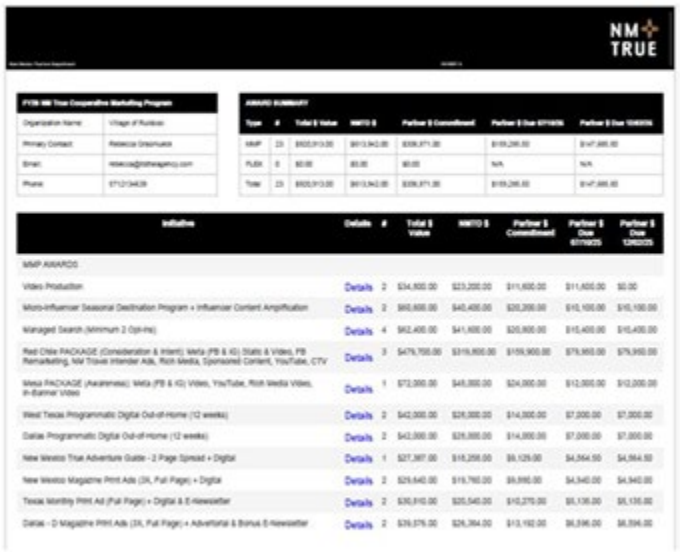
Popular app views reflect in-season interests and current or approaching events. These trends also reflect the impact and effectiveness of our social media campaigns, demonstrating strong alignment between social platforms and app usage.

NMTD CO-OP PROGRAM FY26

NMTD Co-op awarded us a $920,913 media buy for our FY25/26 marketing with a 2:1 match.

Our ads were dormant in Q3 but we hosted multiple influencers and ran ongoing search.

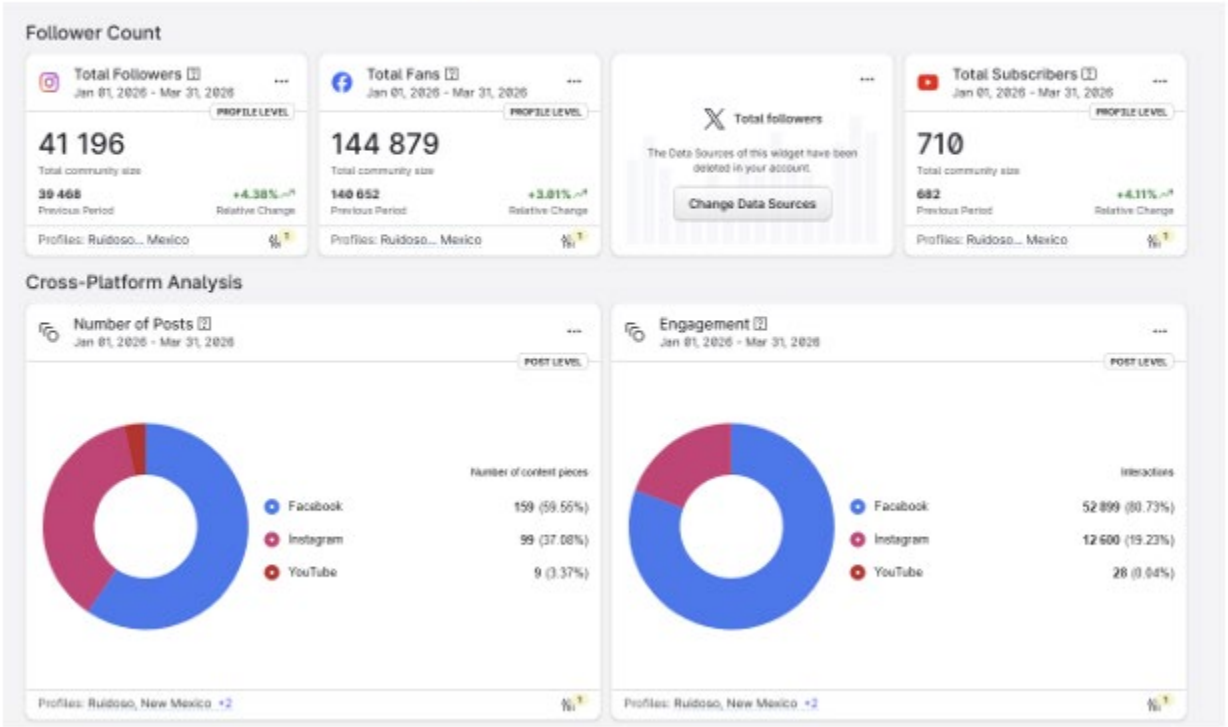
We will be submitting our FY 27 application on 4/7. Our final round of creative assets for this year is due on 4/15.



Initiative	Details	#	Total $ Value	NMTD $	Partner $ Commitment	Partner $ Due 07/10/25	Partner $ Due 12/02/25
MMP AWARDS							
Video Production	Details	2	$34,800.00	$23,200.00	$11,600.00	$11,600.00	$0.00
Micro-Influencer Seasonal Destination Program + Influencer Content Amplification	Details	2	$60,600.00	$40,400.00	$20,200.00	$10,100.00	$10,100.00
Managed Search (Minimum 2 Opt-Ins)	Details	4	$62,400.00	$41,600.00	$20,800.00	$10,400.00	$10,400.00
Red Chile PACKAGE (Consideration & Intent): Meta (FB & IG) Static & Video, FB Remarketing, NM Trave Intender Ads, Rich Media, Sponsored Content, YouTube, CTV	Details	3	$479,700.00	$319,800.00	$159,900.00	$79,950.00	$79,950.00
Mesa PACKAGE (Awareness): Meta (FB & IG) Video, YouTube, Rich Media Video, In-Banner Video	Details	1	$72,000.00	$48,000.00	$24,000.00	$12,000.00	$12,000.00
West Texas Programmatic Digital Out-of-Home (12 weeks)	Details	2	$42,000.00	$28,000.00	$14,000.00	$7,000.00	$7,000.00
Dallas Programmatic Digital Out-of-Home (12 weeks)	Details	2	$42,000.00	$28,000.00	$14,000.00	$7,000.00	$7,000.00
New Mexico True Adventure Guide - 2 Page Spread + Digital	Details	1	$27,387.00	$18,258.00	$9,129.00	$4,564.50	$4,564.50
New Mexico Magazine Print Ads (3X, Full Page) + Digital	Details	2	$29,640.00	$19,760.00	$9,880.00	$4,940.00	$4,940.00
Texas Monthly Print Ad (Full Page) + Digital & E-Newsletter	Details	2	$30,810.00	$20,540.00	$10,270.00	$5,135.00	$5,135.00
Dallas - D Magazine Print Ads (3X, Full Page) + Advertorial & Bonus E-Newsletter	Details	2	$39,579.00	$26,384.00	$13,192.00	$6,596.00	$6,596.00

TOURISM AUDIENCES

Total community of followers on Tourism social



Q3 BILLBOARDS: JAN-MAR 2026

We had a variety of digital OOH running in El Paso and Albuquerque, Lubbock & Lubbock Airport this quarter.











Q3 EVENTS: JAN - MAR 2026



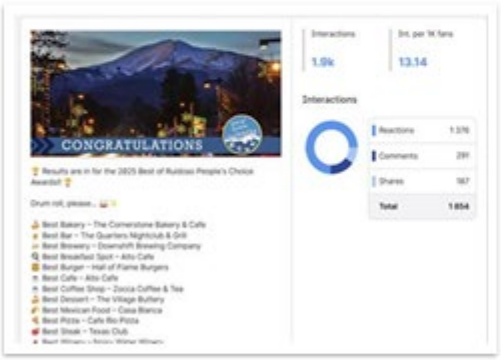




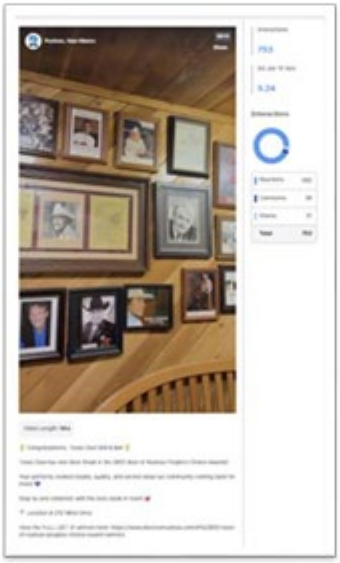


Q3: SOCIAL

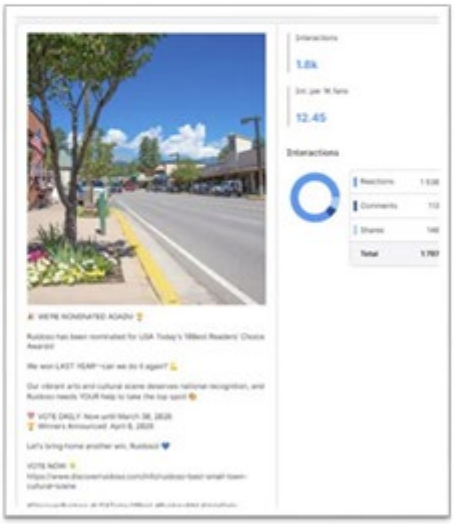
January



February



March



Q3: DIGITAL

This quarters digital included Ski NewMexico, Go-NewMexico, HAFB, Ft Bliss and Ruidoso News.













Q3: EMAIL



January



February



March

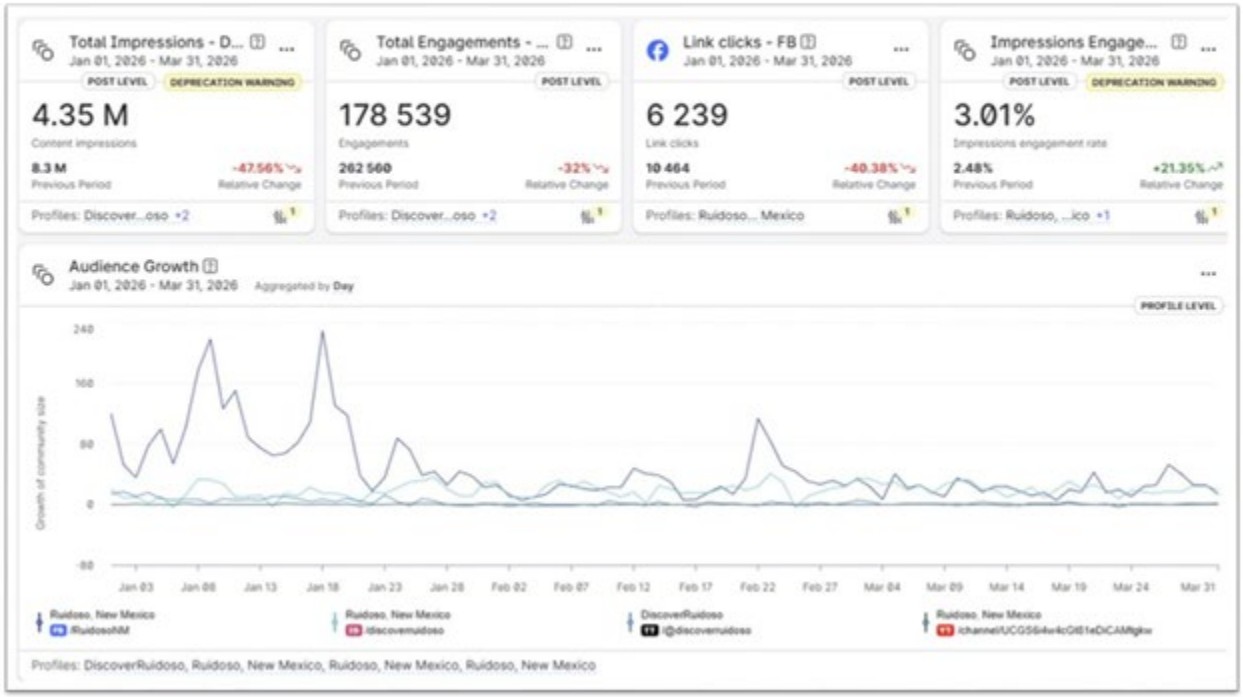
Q3 UPDATES : TOURISM SITE

- Published Best of Ruidoso winners
- Posted update on Ruidoso Downs Racetrack
- Ran the USA Today Contest
- Periodic refreshment of homepage slider
- Created new feature pages relative to season
- Published new tourism event listings and calendar updates
- Updated Wildfire Information content to keep visitor-facing emergency information current
- Maintained seasonal/event-related content
- Kept attraction and business listings current so visitor information stays accurate and useful



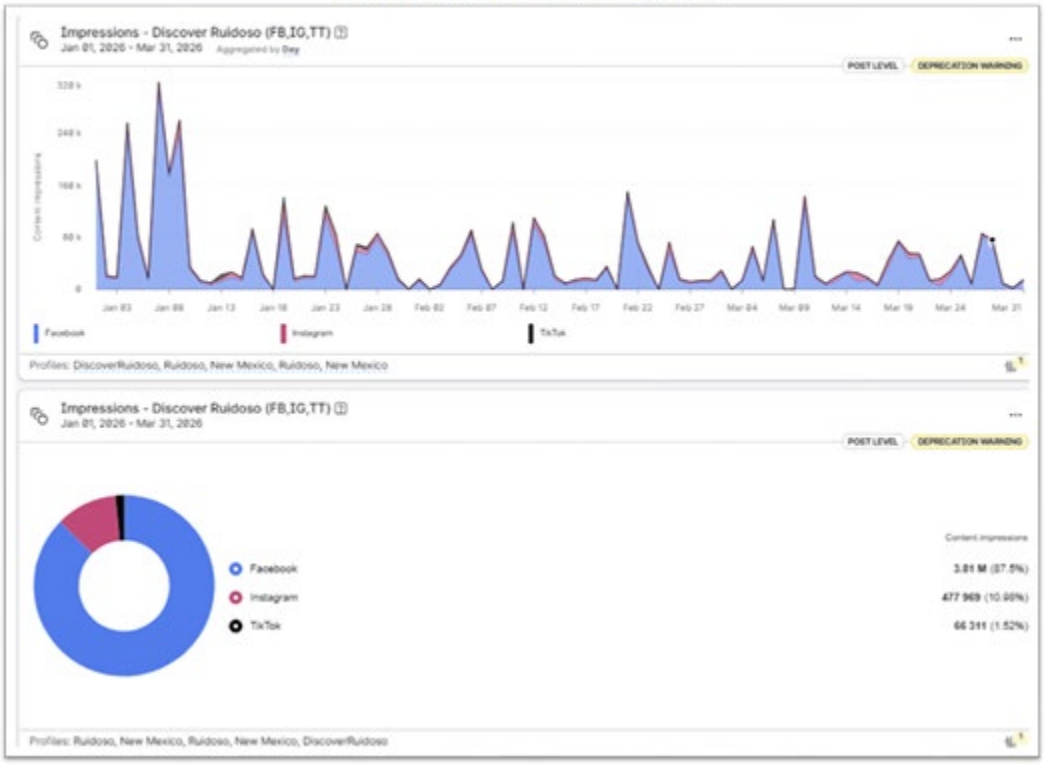


SOCIAL OVERVIEW TOURISM: JAN-MAR 2026



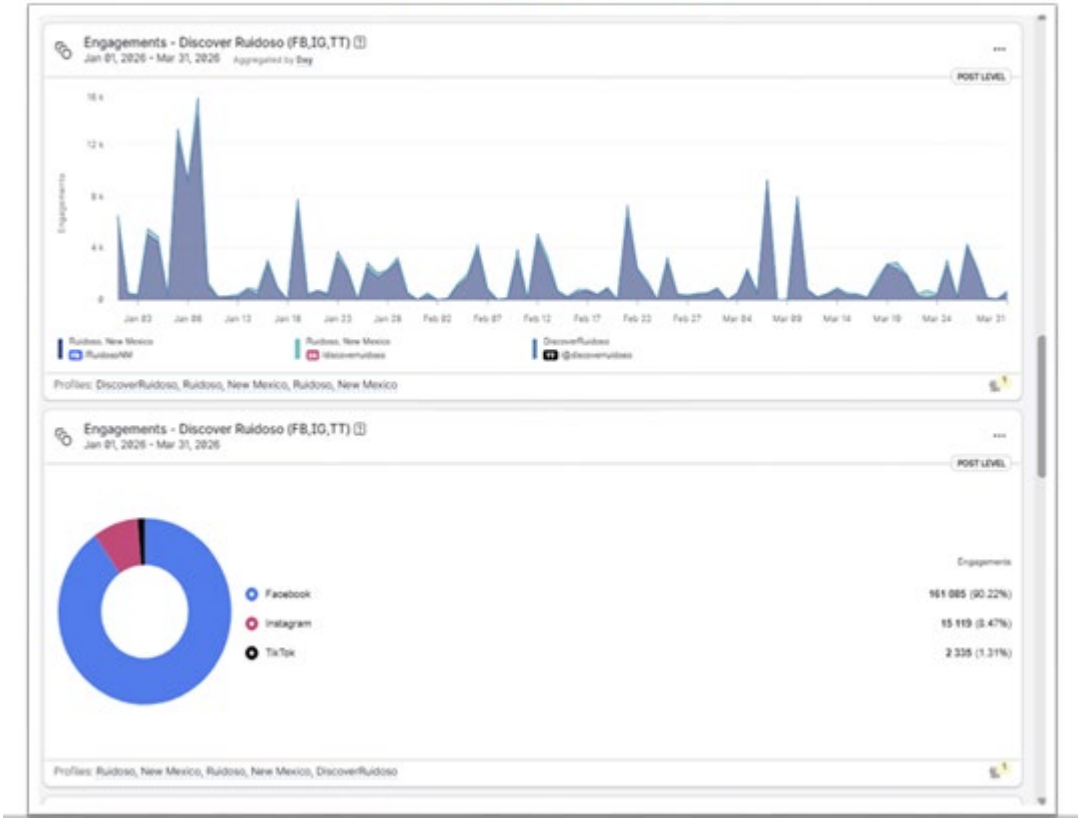
IMPRESSIONS: JAN-MAR 2026

Tourism Social Sites

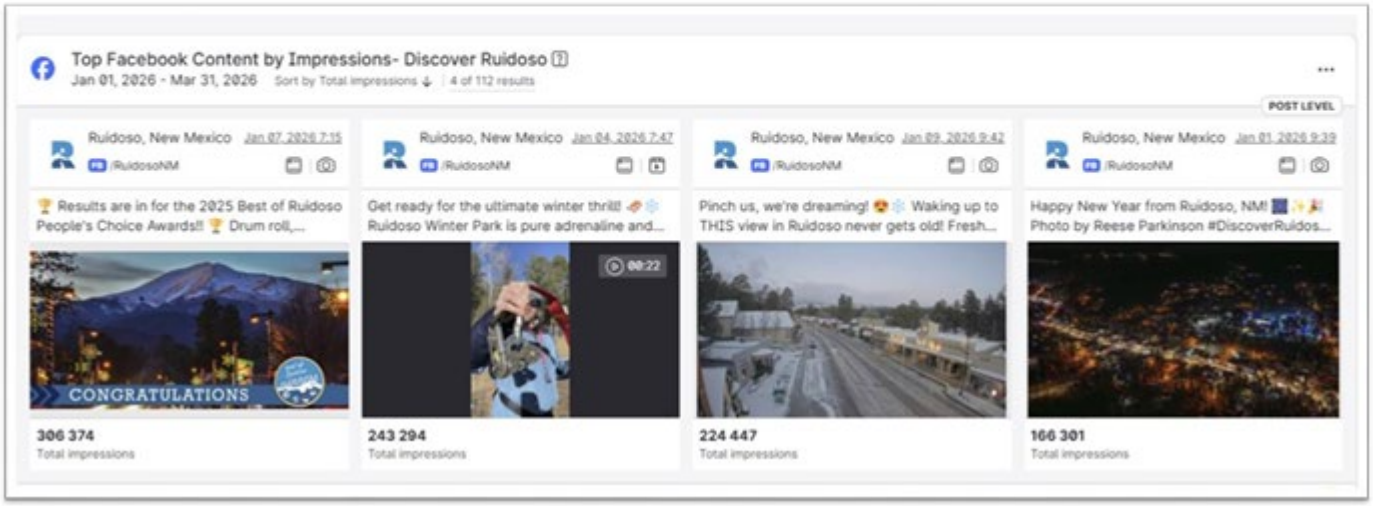


ENGAGEMENTS: JAN-MAR 2026

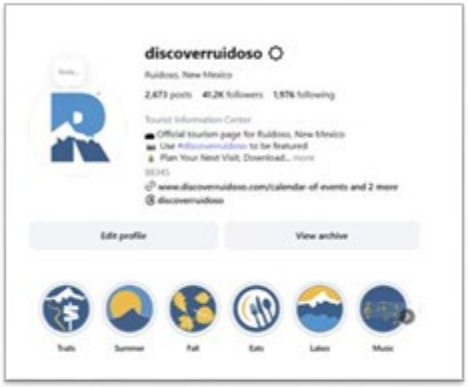
Tourism Social Sites



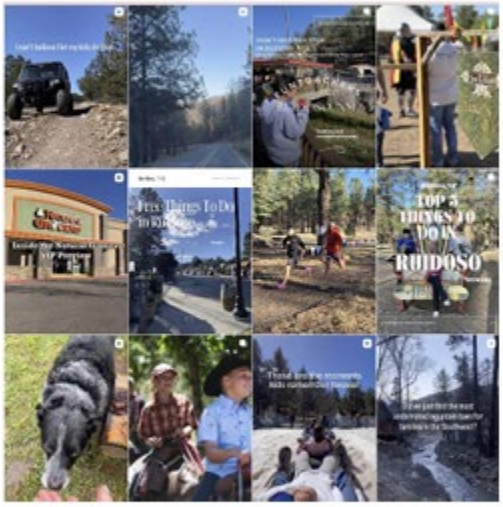
Q3: TOP PERFORMING FACEBOOK POSTS



Q3: INSTAGRAM

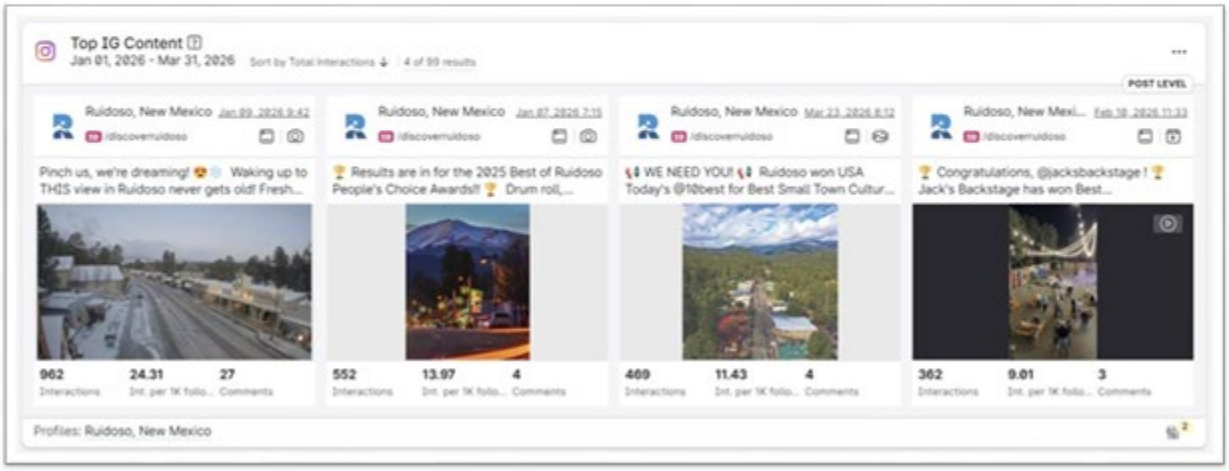






[Click to watch a reel by recent influencer Corey Lynch.]

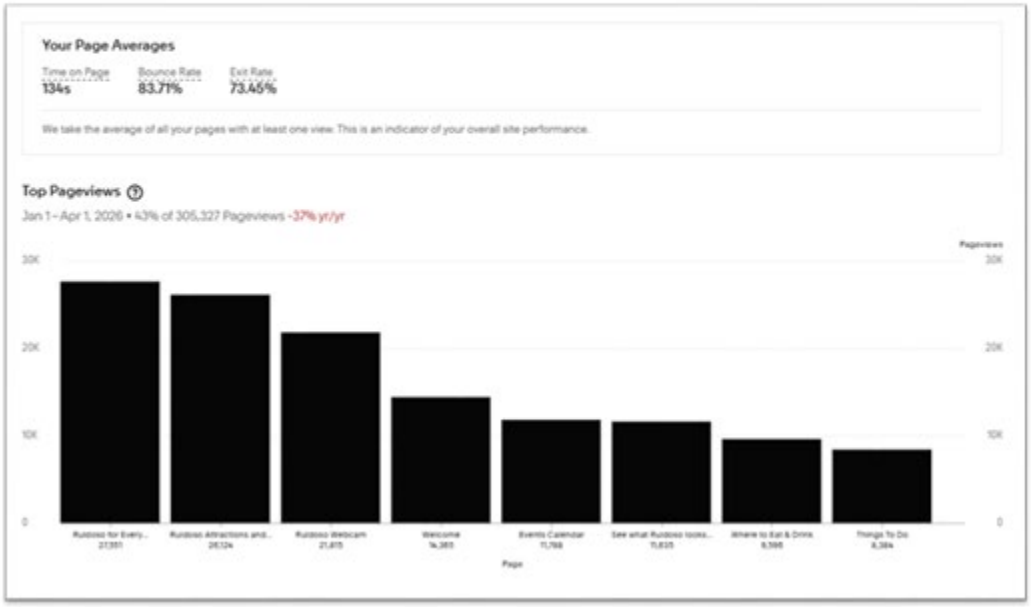
Q3: TOP PERFORMING INSTAGRAM POSTS



TOURISM WEBSITE OVERVIEW: JAN – MAR 2026



TOURISM WEBSITE PAGE VIEWS: JAN – MAR 2026



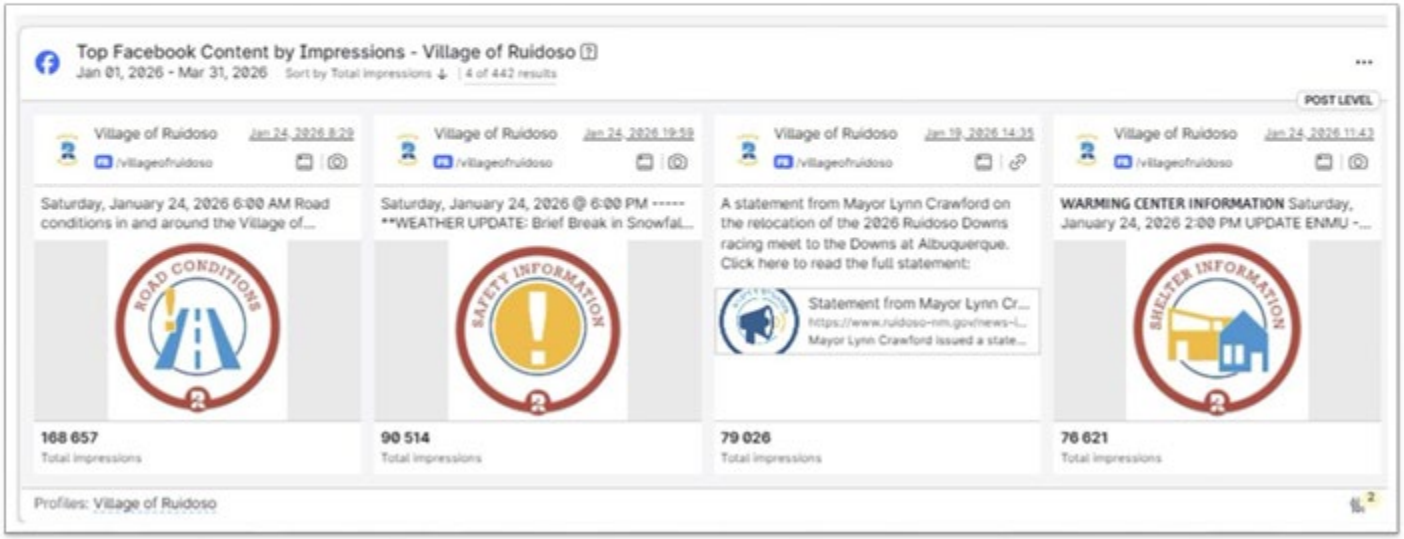
TOURISM WEBSITE GEOGRAPHIC OVERVIEW: JAN – MAR 2026



Texas continues to send the most traffic to the DiscoverRuidoso.com website. During this quarter, El Paso brought in 4x the traffic of Dallas due to our marketing efforts in this market.

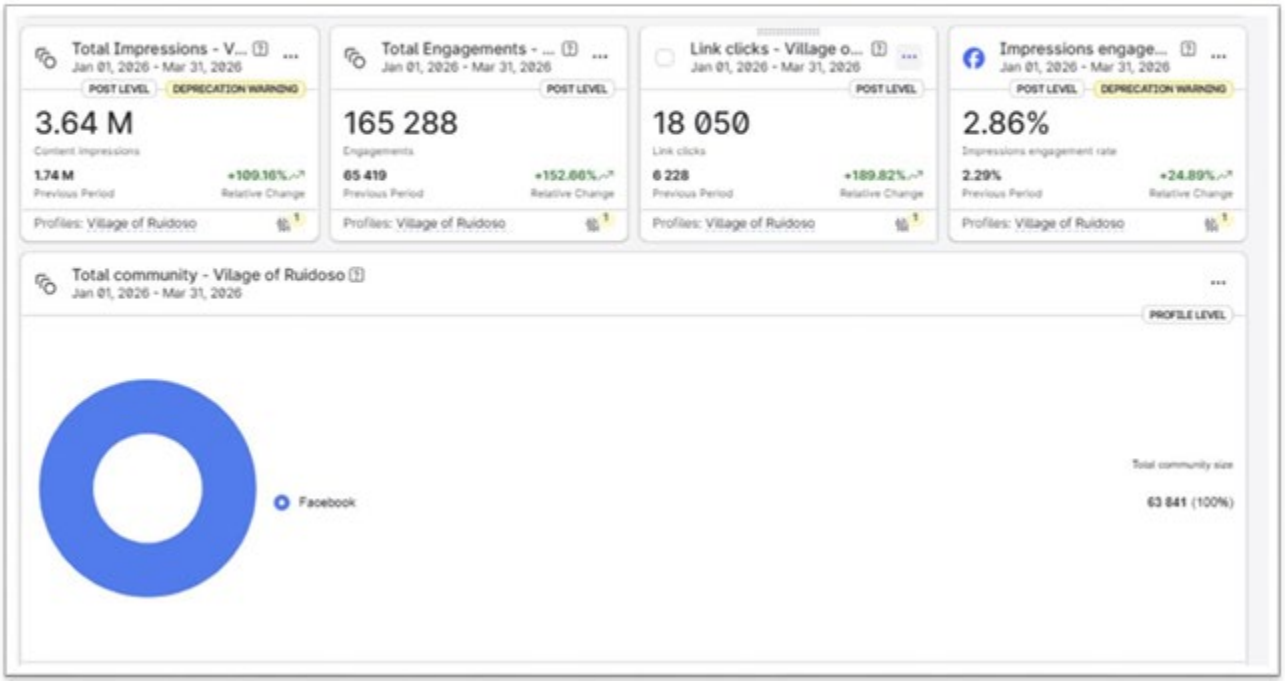


SOCIAL OVERVIEW MUNICIPAL: JAN-MAR 2026



MUNICIPAL AUDIENCE

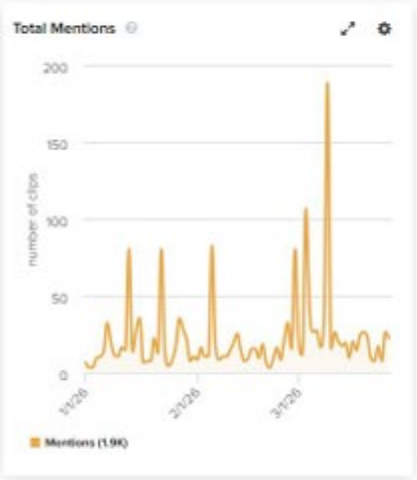
Total Community of Followers - Municipal

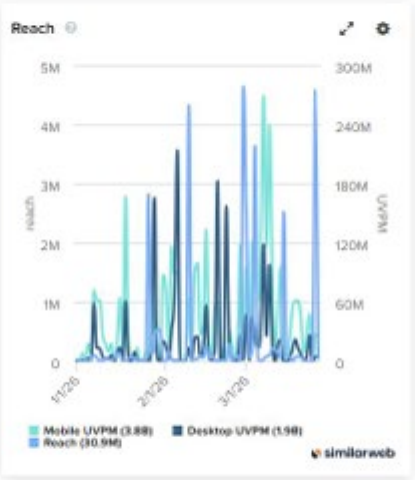


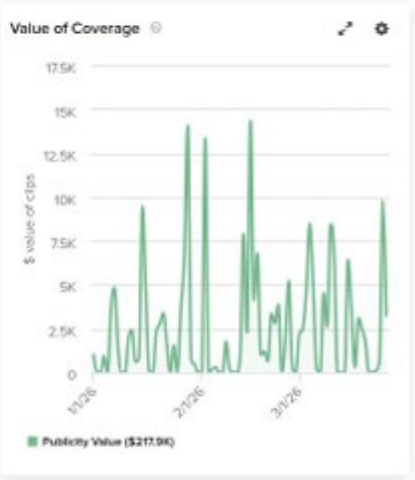
Q3 UPDATES: MUNICIPAL WEBSITE

- Publishing of ongoing news articles across topics
- Created the new EWP Buyout Program webpage
- Published and distributed Stage 1 Fire Restrictions
- Updated Boards & Committees application information
- Public calendar listings for Village and community items
- Local emergency declaration and winter storm response updates
- Ongoing organization of events, activities and programs, alerts, emergency messaging, and recovery resources
- Routine site updates supporting public information, safety announcements, event visibility, and department page accuracy

PR: JAN-MAR 2026





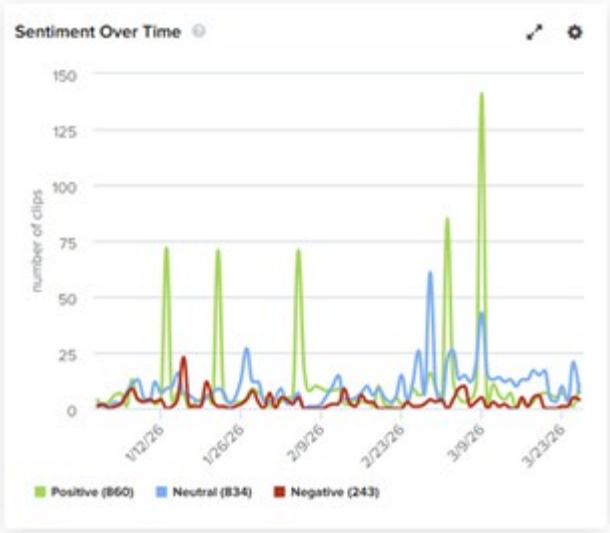


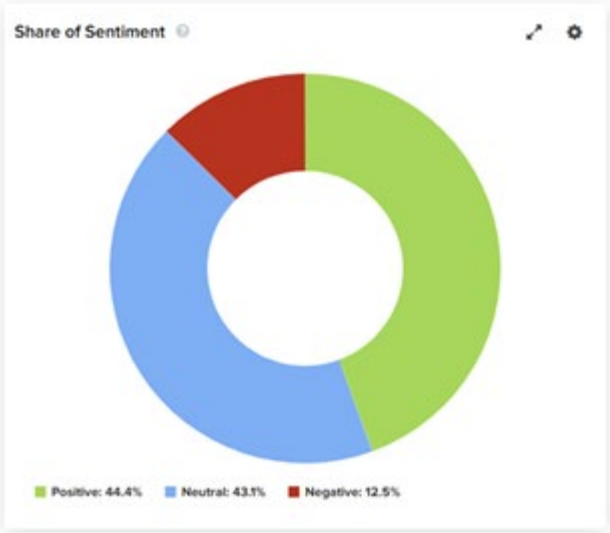
Total Mentions: Distribution of clips over time. Each clip counts as one mention

Reach: Distribution of clips over time based on their reach. Print/broadcast is based on circulation/viewership. Online is based on unique visitors per month.

Value of Coverage: Distribution of the publicity value. Each clip's value is calculated using a formula given to each outlet.

PR: JAN-MAR 2026

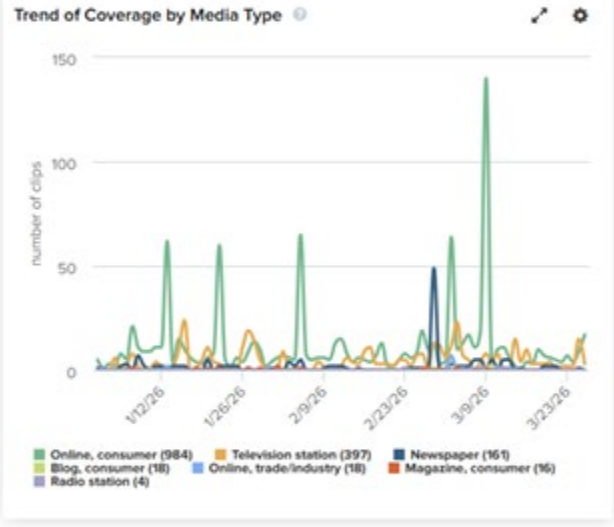


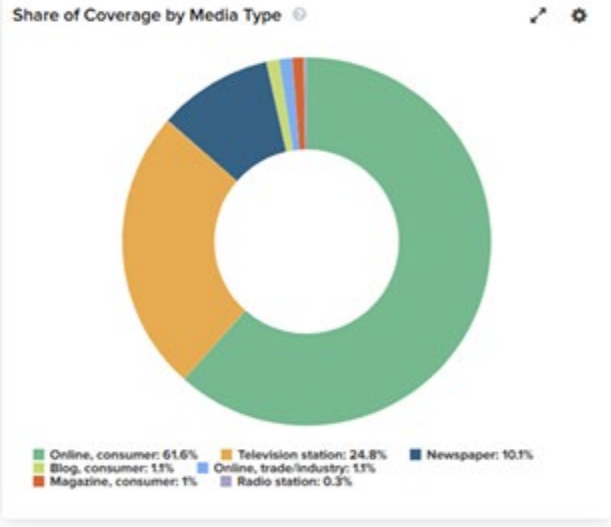


Sentiment Over Time: This is the distribution of sentiment tagged as positive, negative, or neutral as by calculated auto-toning.

Share of Sentiment: Breakdown of clips based on their sentiment by positive, negative, or neutral as by calculated auto-toning.

PR: JAN-MAR 2026

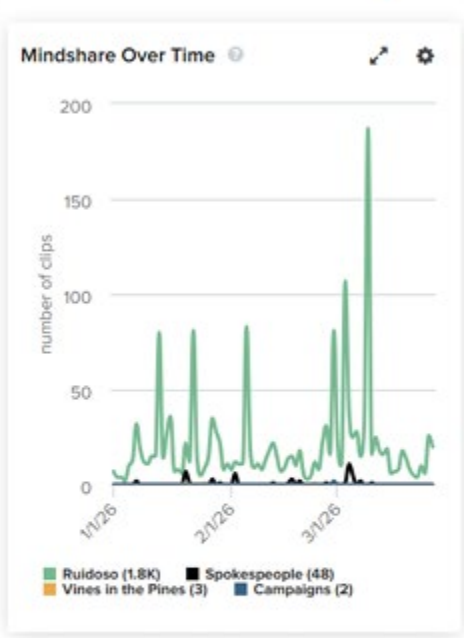


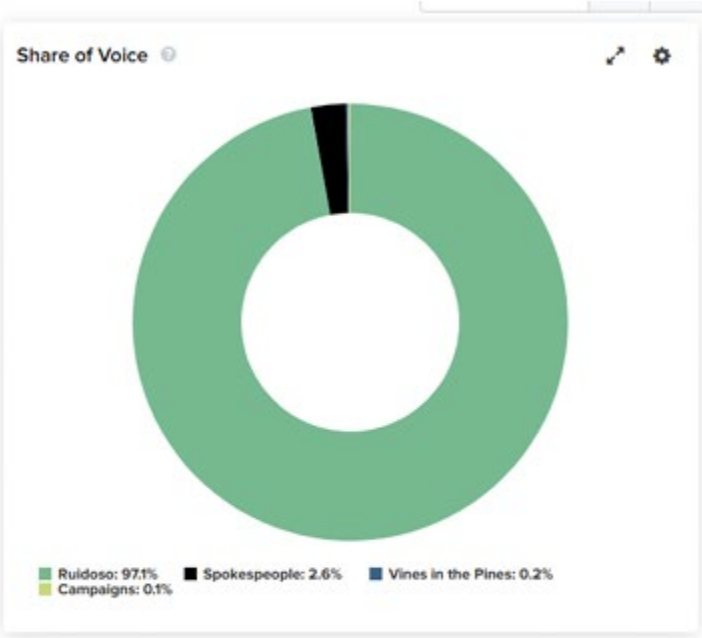


Trend of Coverage by Media Type: Distribution of the media type of all included clips. Each clip counts as one mention towards its media type.

Share of Coverage by Media Type: Breakdown of clips based on their media type.

PR: JAN-MAR 2026



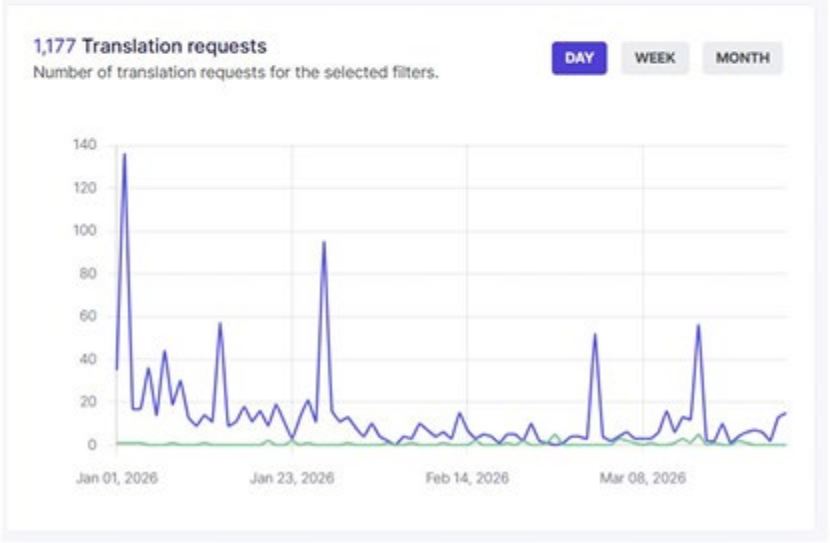


Mindshare Over Time: Distribution of the companies mentioned in the collection of clips over time.

Share of Voice: Breakdown of the collection of clips Based on the companies discussed within them.

Q3: TRANSLATION TOOL

There were 1,177 translation requests by site visitors on DiscoverRuidoso.com in Q3. The top translated page was Winter Trip Ideas.



WHAT'S NEXT IN Q4…

- Bunny Run & Egg Hunt – Apr 4
- John Ashcraft Trail Run – Apr 25
- Renaissance Faire – May 15-17
- White Sands Nights – May 31
- Cool Summer Nights
- Brewdoso - June 20
- Ironman - July 11-12







WATER DISTRIBUTION / WASTEWATER COLLECTIONS

Inspectors

Project on Apache Hills – 6" Water line Started on 3/16/2026
Working and checking the valves in the Del Norte subdivision
Locates
Design: 1
Emergency: 12
Near Miss: 2
Standard: 161
Update: 2
Wide Area Conference: 2
Wide Area Locate: 1
Total: 181

Meter Readers

Work orders - 228
Leaks – 187
Maintenance and prv- 20
Shut offs- 34

Water Crew

3 – 6inch water leaks repaired

4 new ¾ inch water taps
4- meter cans replaced
2- 2-inch water leaks repaired
1 pulled 2-inch water meter at college
2- dug to search for water leaks

Sewer crew
Rodded feet-1750
150 feet- Service lines
1600 feet- Main lines
Blockages- 4
Customer-1
VOR-3
Repairs-3
Lines-2
Manhole-1
Dye test-1
Sewer Taps- 0

WATER PRODUCTION

Tank and Reservoir Levels/Diversions Flows/Important Items for Water Production

- Eagle Creek Diversion – Diverting – 0.0 gpm into Alto Reservoir (Depends on the ntu's and availability).
- Upper Canyon Diversion – Diverting – 15000 gpm into Grindstone Reservoir (Hollywood staff gauge is at 17.3 cfs)
- Alto Lake to Plant 3 – 0 gpm
- Grindstone Reservoir level Elevation – 6908.56 – 9.44' (from spillway).
- Grindstone Reservoir – The level is up 33.15' from 9/11/25.
- Grindstone Reservoir – 1190 acre-ft (4/08/26)
- Grindstone Reservoir Capacity – 1639.1 acre-ft (elevation – 6921.6)
- Grindstone Reservoir – 387,762,690 gallons (4/08/25)
- Grindstone Lake Temp – 52.58 F
- Alto/Grindstone Interconnect – Off
- Well Operations Plan – Eagle Creek water (when available), NF4, NF3, NF1, Green Well, & A-1, A-2, A-3, A-4, Apple Orchard, Middle Gavilan,
  Fault, and Brown Well.
- Little D Tank – 25.57' / 32.0' (Overflow)
- Country Club Tank – 35.88' / 40' (Overflow)

Plant #4

- Grindstone Tank level (3 million) = **47.66' / 51.9' (Overflow)** (4/08/26).
- Raw Water - **459,000 gallons** (4/7/26.
- Water produced - **435,000 gallons** (4/7/26).
- Completed monthly fire extinguisher inspections at plant 4 on 3/26.
- Plant operators are adjusting polymer flow rates as needed.
- Actual % TOC removal was 13%. Using SUVA calculation for compliance
- Generator test (without load) is every Wednesday at 9:00 a.m.
- Generator test (with load) is once a month on the first at 9:00 a.m.
- Working on weed maintenance and plant cleanup.
- Crews worked on plant cleanup and organization and safety items.

- Crew has been exercising and repairing prv's in the Camelot are.

Plant #3

- West Alto Tank level (5 million each) = **56.87' / 57.8' (Overflow)** (2/05/26).
- East Alto Tank level (5 million each) = 53.99'
- Water production – 1,053,00**0 gallons** (4/07/26).
- Raw water to plant – **1,136,000 gallons** (4/07/26).
- Alto Lake to Plant 3 – **0 gpm**
- Completed monthly fire extinguisher inspections at plant 3 on 4/2026.
- Eagle Creek flow – **208 gpm**.
- Operators installed a new 3" pressure line to to be used for cleaning the basins.
- Operators repaired the mud valve and replace the shaft coupler. They also drained the flocculation basin and sprayed all settled media out.
- Generator test (without load) is every Wednesday).
- Generator test (with load) is once a month.
- Actual % TOC removal was 11.8% reduction. Using SUVA calculation for compliance.
- Working on weed maintenance and cleanup at wells, tanks, and booster stations.
- Crews worked on safety items and plant cleanup and organization.

Wells/Booster Stations & Misc. Items

- Performing weekly maintenance and pump rotations at pumphouses.
- Completed monthly fire extinguisher inspections at all pumphouses
- Monitoring PRV's daily and repairing as needed.
- Wells are being rotated and shut down when adequate surface water is available.
- Monitoring water level above the well pumps.
- Maintenance Crews have been re-coating pipes and floors at the High School Well

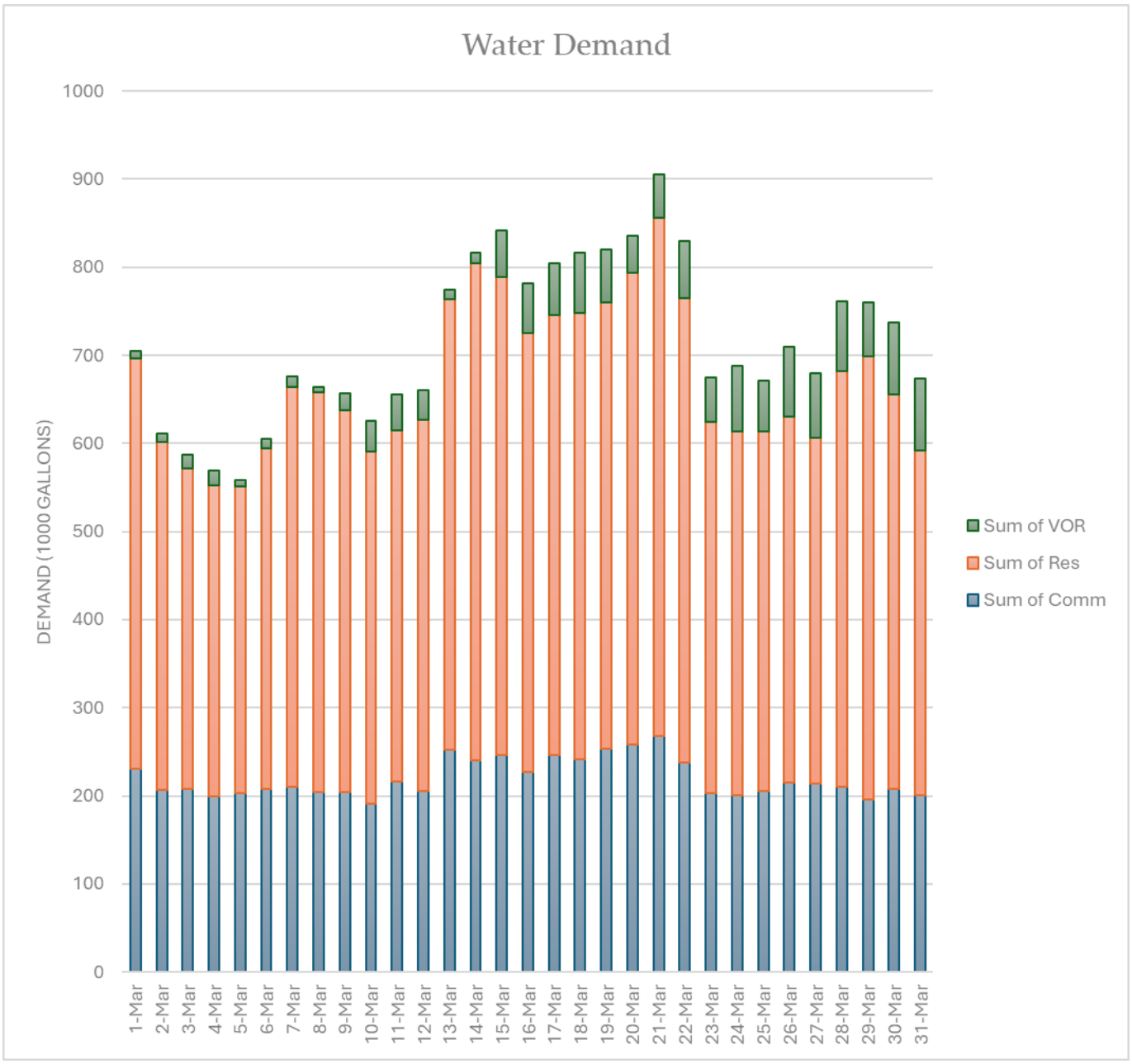
Projects

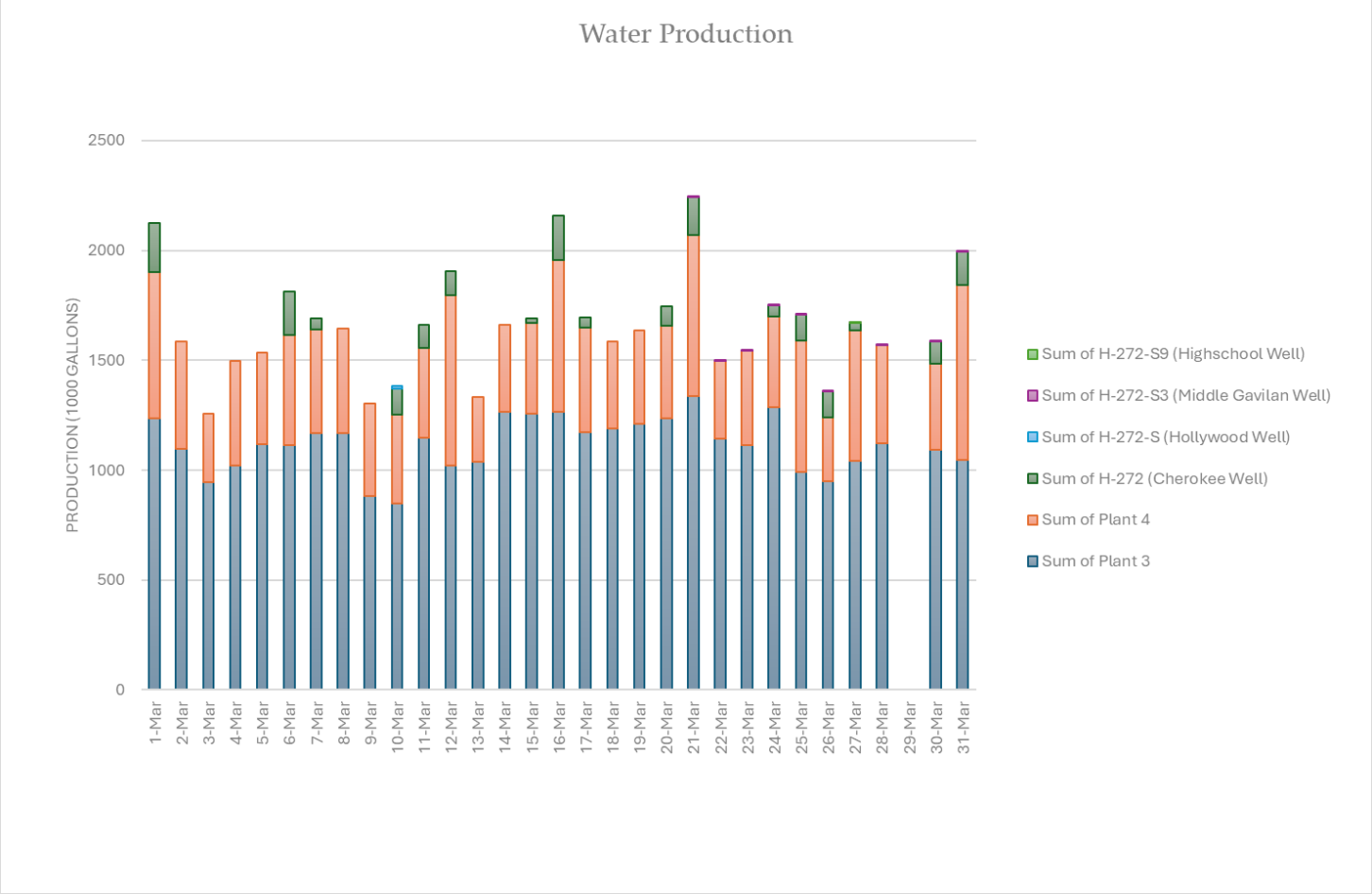
- Alto Lake Dam spillway and routing analysis – AECOM is adjusting the rate sheet to reflect the GRT.

NMED/EPA/OSE

- Completed (22) Bac-T sampling for March.
- Completed March TOC samples for plant 3 & 4.
- Completed March SUVA samples.
- Completed the first quarter disinfection reporting to NMED for the Airport and Eagle Creek Sports Complex
- Submitted March MOR to NMED on 4/02/2026.
- Completed and submitted Seepage data to NMOSE- DSB

WATER RESOURCE





Two Rivers Raw Water Intake & Transmission

- Submitted an article to Gina regarding the Two Rivers Raw Water Intake & Transmission project.
- Submitted the financial documents to Yvonne for the project to respond to an IPRA Jackie Powell submitted.
- Scheduled kickoff meeting for April.
- Met with NMOSE to discuss project.

Watershed Based Plan Project

- Met with Cobb Fendley for project updates.
- I attended 2nd Community Meeting at the Convention Center and submitted the attendance sheet to NMED.
- Met with NMED for a follow-up on project.
- Submitted quarterly report to NMED.
- Submitted Publication Affidavits to NMED.

Storm Drainage Master Plan

- Met with engineers for project updates.

Water Rights Accounting

- Submitted water rights accounting report to Sally Williams for review and then submitted the report the OSE.
- Met with the NMOSE to go over the Water Rights Report.
- Attended water right meeting with Mayor, Ron, Isabel, Levi, Josh, and Roger.

Water Audit

- Working on water audit completed more water audit worksheets.
- Met with Allison Mazan and Russell Doss from SMA for a follow up on audit.
- Submitted AWWA to SMA to continue with the Water Conservation Plan.

Department Filing

- Nathen is moving along with the scanning and filing and is making good progress.
- Checked Nathen's work and I am very pleased with what he is doing.

Training

- Attended OSHA 30 training.
- Working on EPA Watershed Certification.
- Attended a Stormwater Control Water webinar.
- Attended Tylor training.

Other

- Submitted Application for Hollywood well at the OSE.
- We went out in the field to check on a resident's complaint regarding a natural spring.
- Met with USGS regarding N. Eagle Creek.

WINGFIELD HERITAGE HOUSE MUSEUM

March at Wingfield House:

- We had 155 people through the museum, up 40% from March of 2025. 42% were from Lincoln County.
- March 14 was Lula's Garden Family Day. We had 40 participants.
- The Timeturner's Book Club discussed "The Manhattan Project Trinity Test: Witnessing the Bomb in New Mexico." We had 12 participants.
- We have 4306 catalog records in Past Perfect.
- We recorded 7 radio shows. The Ruidoso Rewind Conversation was with Dennis Bateman from the Carrizozo Heritage Museum. Other new topics were "Ruidoso in 1935" and "Lincoln County's Apple Industry." We also had 4 Moments in American History episodes.
- We reorganized the gift shop and added some new merchandise including some toys, books, and reproduction pressed glass.
- The Parks department completed sealing the sidewalks to prevent furth deterioration and flaking.
- Stephanie completed the application for a federal grant from the Institute for Museum and Library Services to install two new touchscreen interactive exhibits. Awards will be announced in August.



1991 Media Pass for the Cowboy Symposium

Carmon Phillips photo of his family at White Sands



AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 2.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: April 16, 2026

Re: Update on Boys and Girls Clubs of Chaves and Lincoln Counties - Rick Lamb, CEO

Item Summary:

Update on Boys and Girls Clubs of Chaves and Lincoln Counties - Rick Lamb, CEO

Financial Impact:

None

Item Discussion:

Update on Boys and Girls Clubs of Chaves and Lincoln Counties - Rick Lamb, CEO

Recommendations:

None

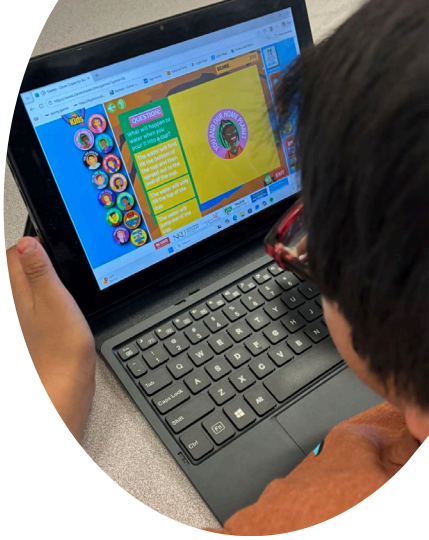
ATTACHMENTS:
B&G Club April 2026 Report.pdf

GREAT FUTURES START HERE.

BOYS & GIRLS CLUBS
OF CHAVES & LINCOLN
COUNTIES

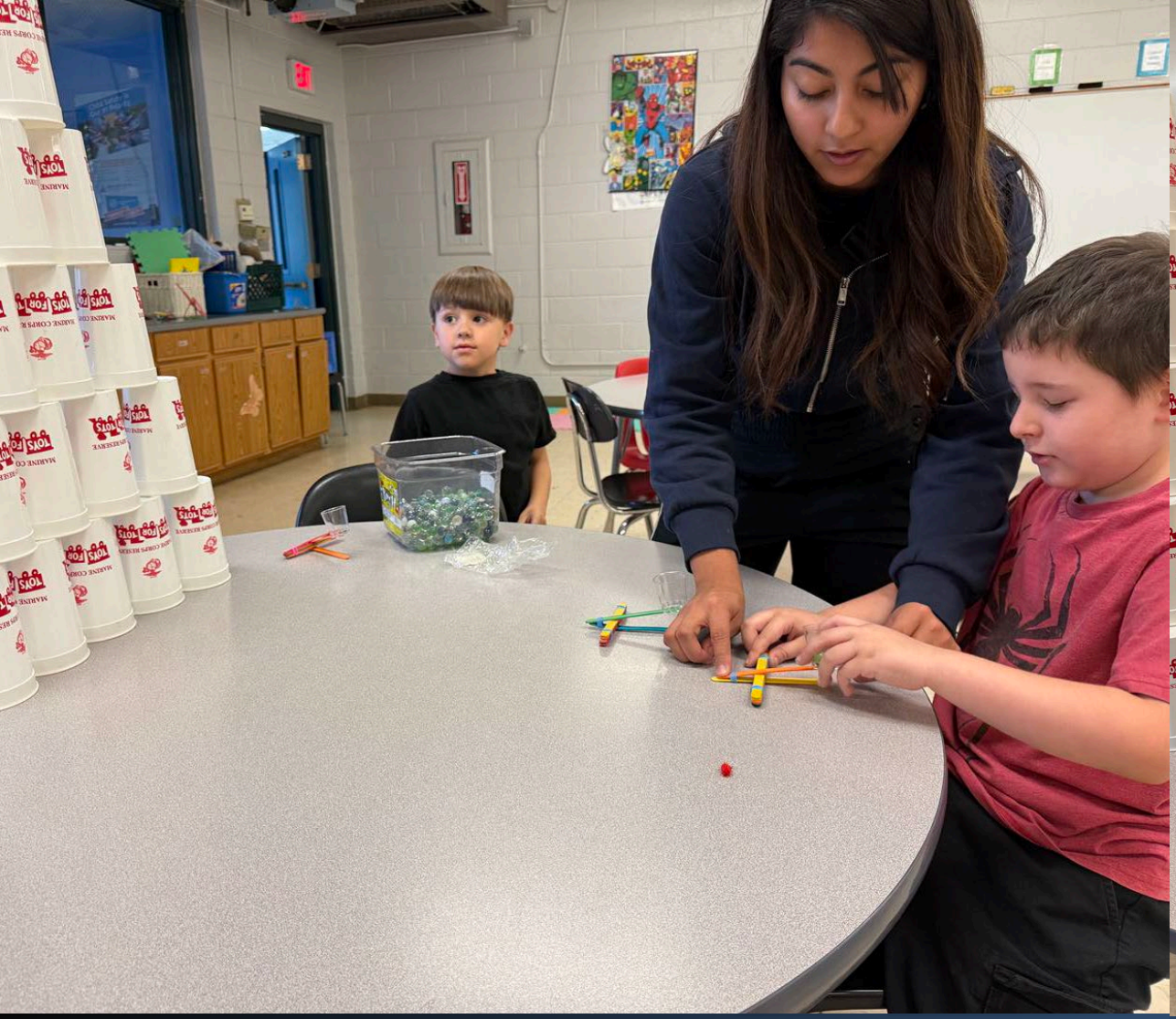
Building Great Futures – Program Highlights for Village Council Meeting April 16, 2026

Clever Crazes is a fun and engaging program where kids explore creativity, problem-solving, and hands-on learning through exciting challenges and activities. From building projects to interactive games, participants are encouraged to think outside the box while developing important skills. Kids love spending time learning in this program, especially because they have the opportunity to earn prizes, making each activity both rewarding and motivating.











Kids learned how to build homemade catapults and had fun testing them by knocking down stacks of cups. This hands-on activity helped them explore basic engineering concepts while encouraging creativity, teamwork, and problem-solving.

Kids explored what happens to a bottle of water left in a cold car overnight by conducting a hands-on experiment. They observed how the water froze and expanded, and what occurred when the bottle was opened. Through this activity, they learned about temperature changes, freezing, and pressure, gaining a better understanding of how science works in everyday situations.







Kids explored a fascinating science concept through the rainbow paper experiment. After cutting out shapes and dipping them into different solutions, they observed how the colors spread and changed across the paper. This effect happens because the liquid moves through the paper, carrying the colors with it and creating vibrant, flowing patterns.

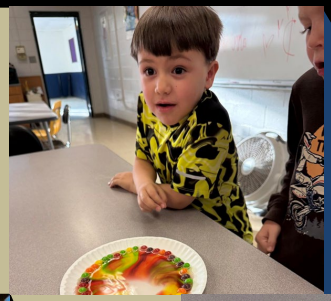
The kids were excited to watch the transformation happen right before their eyes, learning how simple materials can demonstrate big scientific ideas like absorption and color movement in a fun and engaging way.











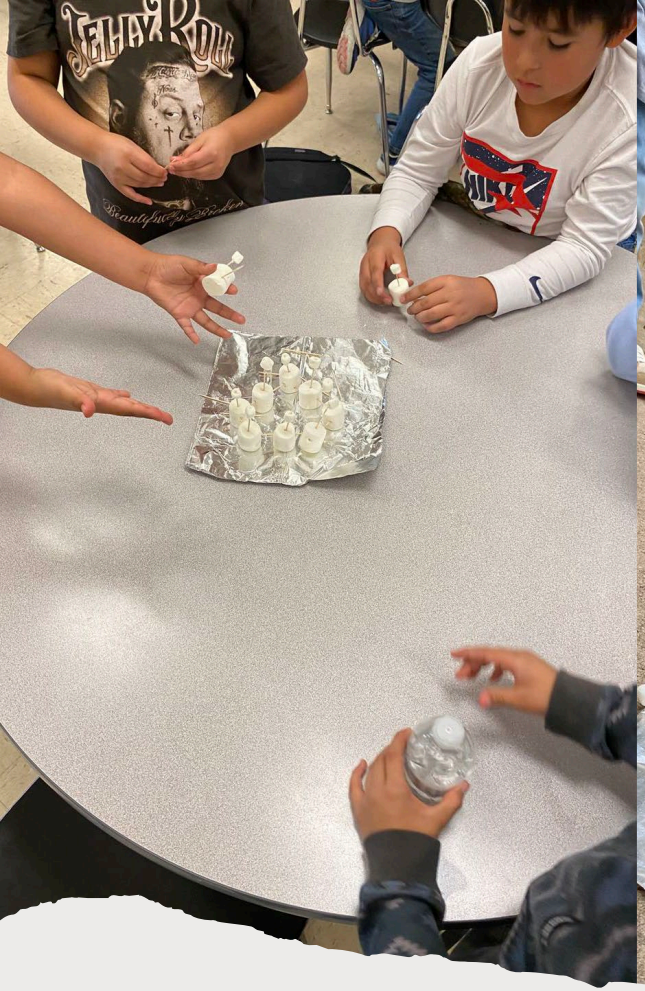








When Skittles were placed on a plate and water was added, the colors slowly began to spread and blend, creating a vibrant rainbow pattern that moved across the surface. The kids were fascinated as they watched the colors come to life, enjoying the simple yet exciting experiment and the beautiful designs it created.







Kids learned about fire safety through a hands-on activity where they built towers using marshmallows and toothpicks, then observed how quickly fire can spread. This experiment helped them better understand the importance of fire safety, awareness, and how fast situations can change.

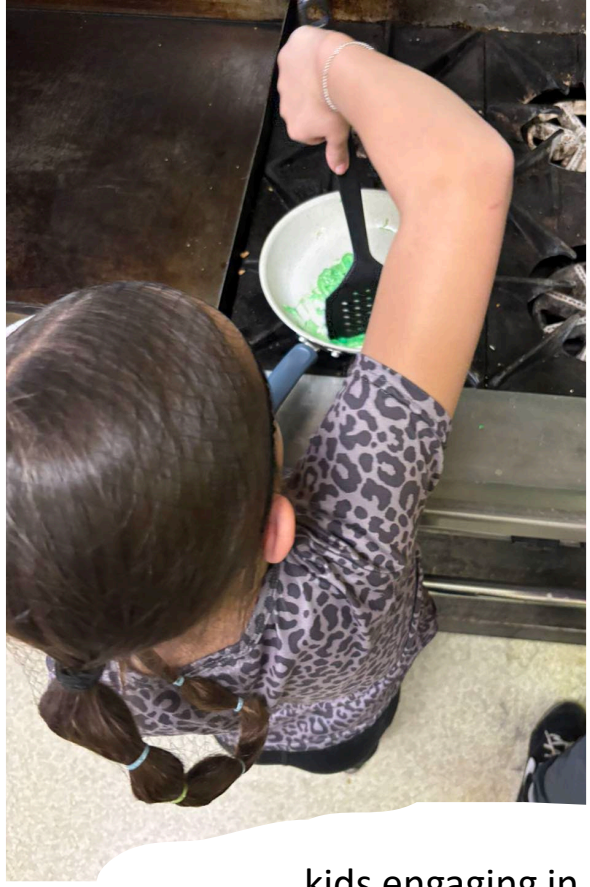






The kids had a great time learning how to make fresh salsa by safely cutting up ingredients and adding them into the blender to mix everything together. This hands-on activity helped them build practical skills while having fun in the kitchen. While waiting for their turn, other kids enjoyed snacking on a variety of tasty treats, making the experience enjoyable for everyone.



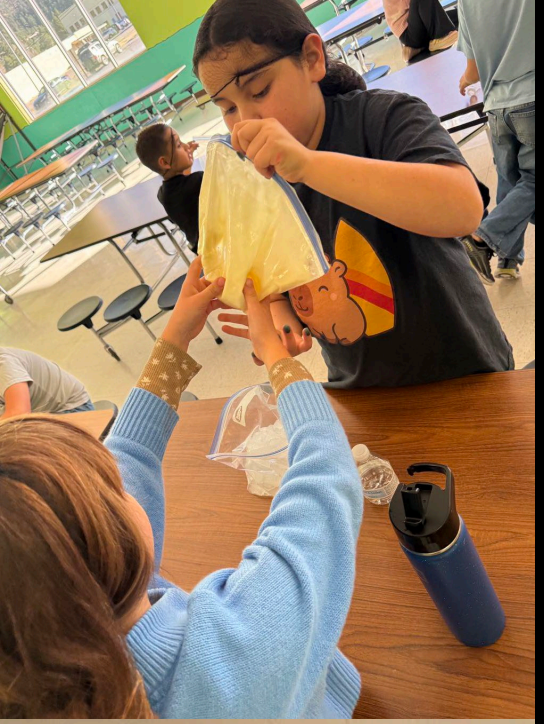






kids engaging in a fun and creative experience inspired by *Green Eggs and Ham*. They spent time in the kitchen cracking eggs and cooking together, building confidence and learning practical skills. They also enjoyed reading stories like *The Lorax*, creating themed crafts, and staying active both indoors and outdoors.

Throughout the experience, students balanced fun with responsibility by completing homework and working together. It was a colorful and meaningful time where kids learned, created, and were encouraged to let their unique strengths shine.





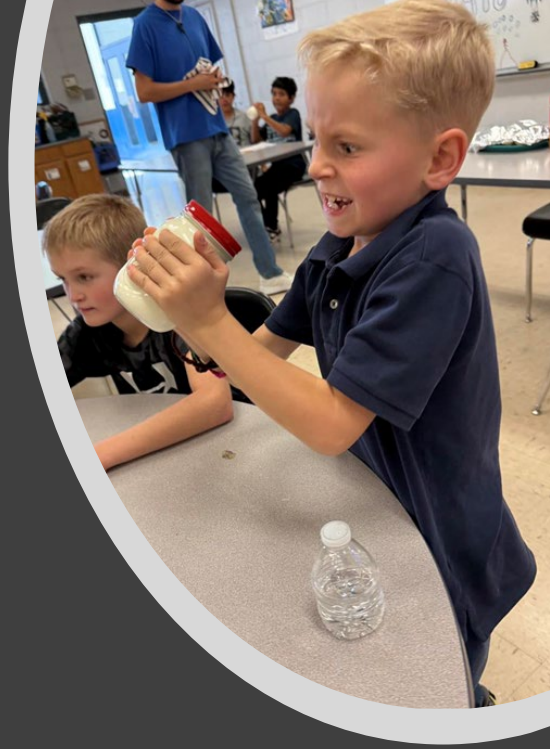
Kids learned how to make ice cream in a bag, exploring a fun and interactive way to understand basic science and cooking. They enjoyed shaking and mixing the ingredients while watching them transform into a tasty treat they could enjoy together.





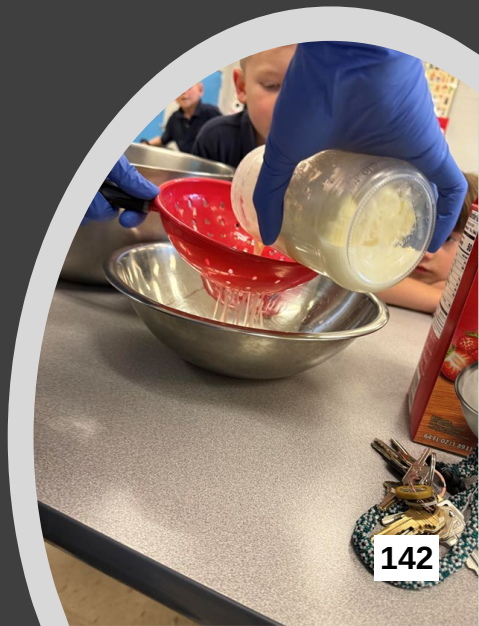


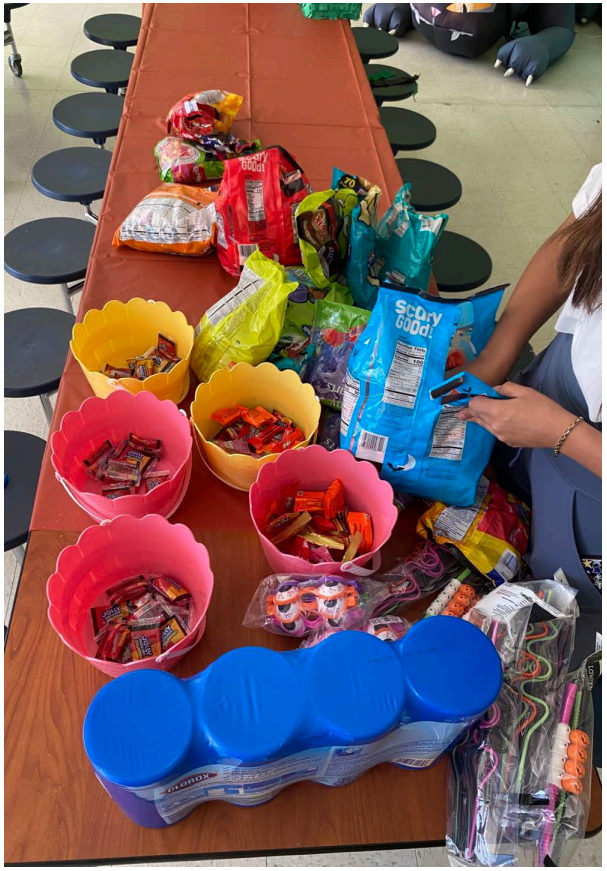






Kids learned how to make homemade biscuits and butter, gaining hands-on experience in the kitchen while developing basic cooking skills. They enjoyed the process from start to finish and were proud to taste their delicious creations.

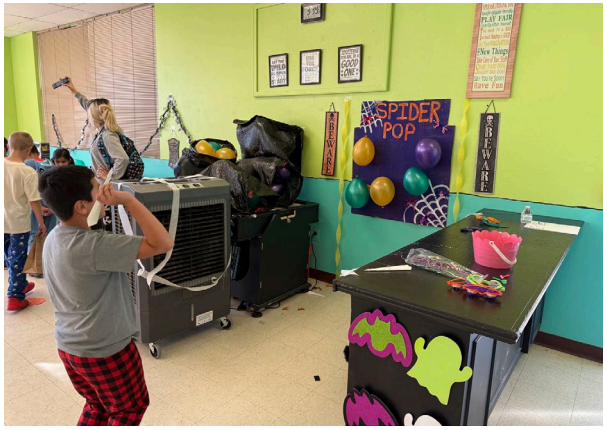




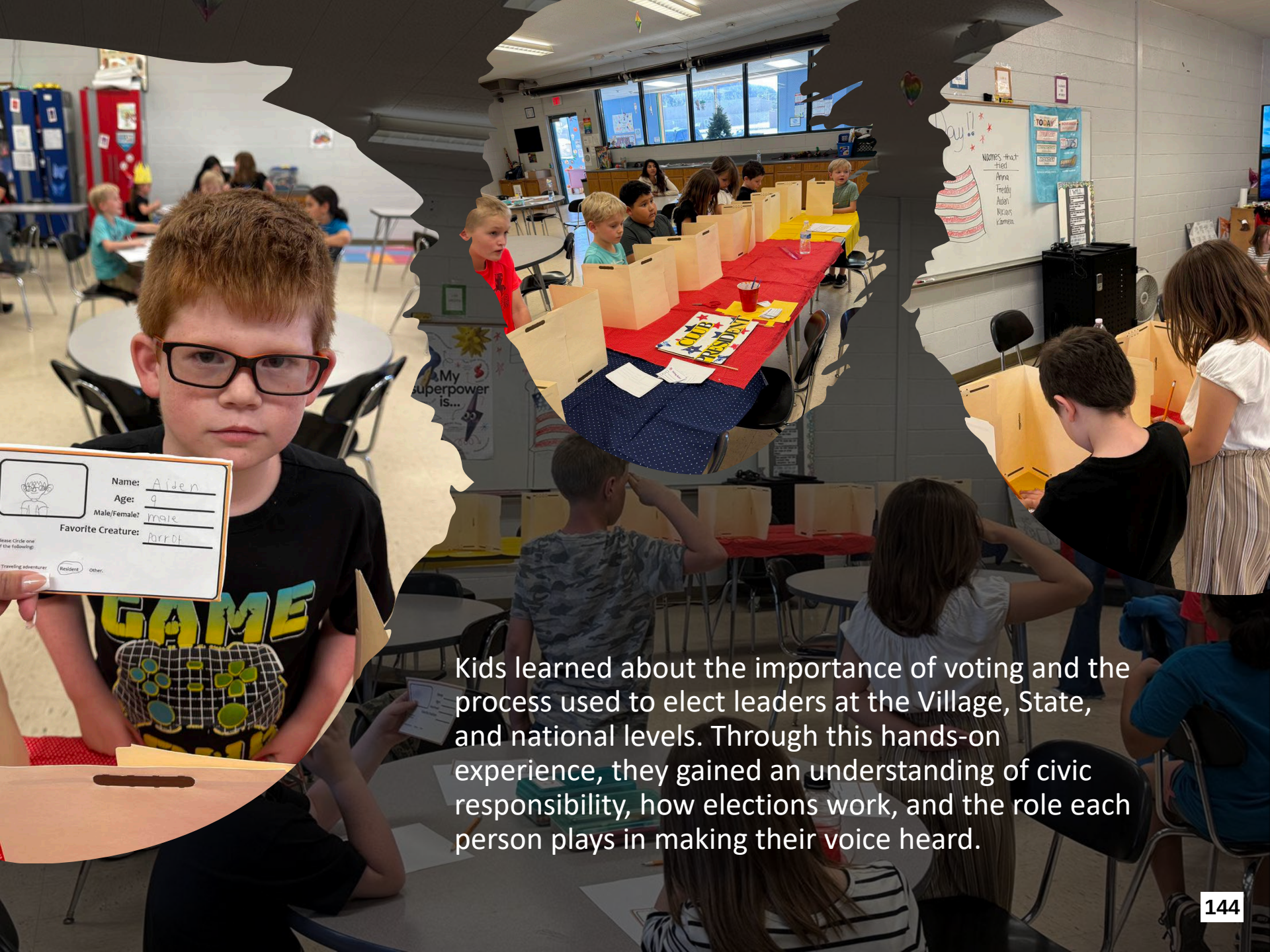




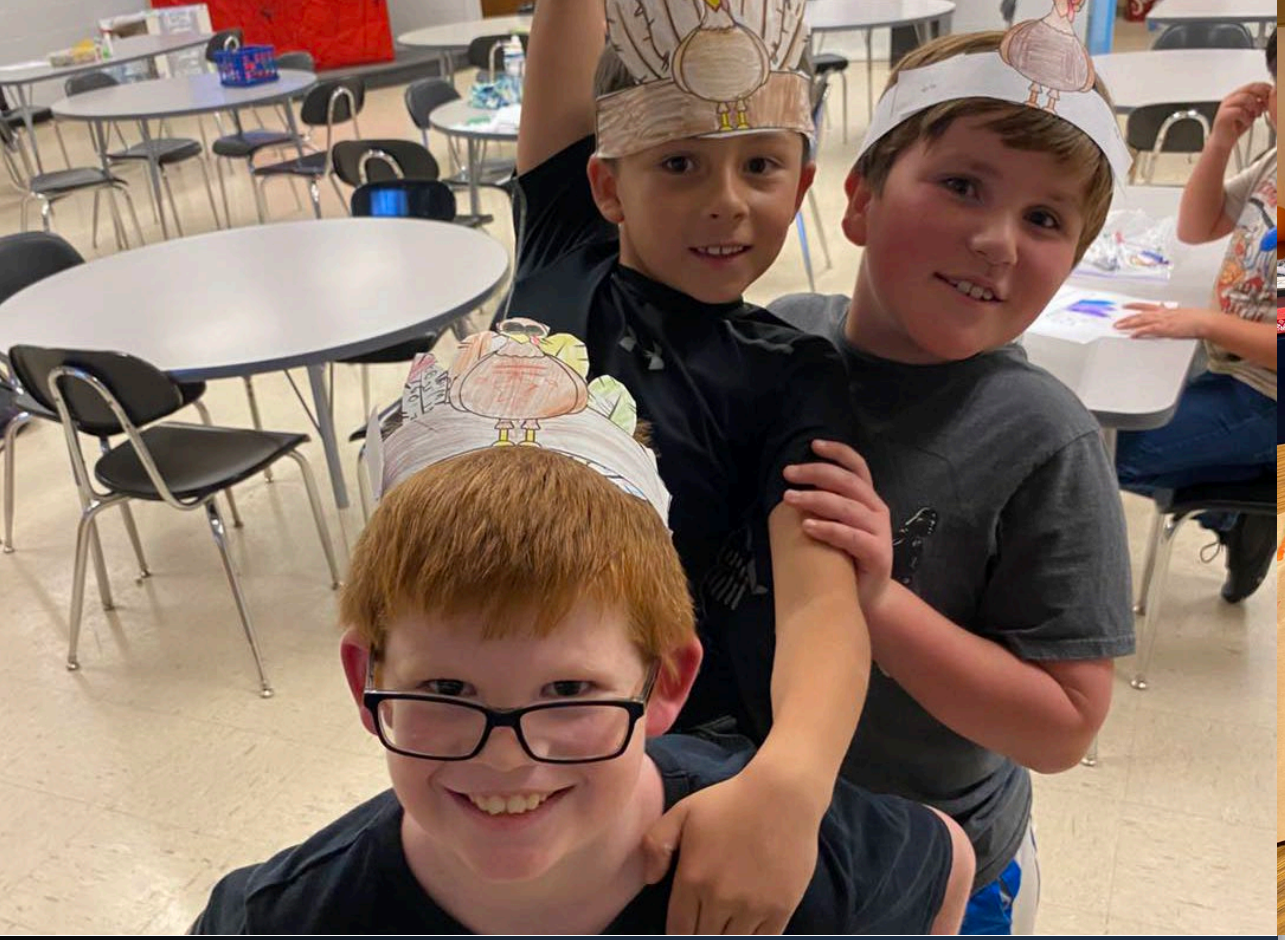




Kids enjoyed a fun-filled Halloween party with games and festive activities. It was a great opportunity for them to celebrate together, be creative, and make lasting memories with their friends.



Kids learned about the importance of voting and the process used to elect leaders at the Village, State, and national levels. Through this hands-on experience, they gained an understanding of civic responsibility, how elections work, and the role each person plays in making their voice heard.





Kids celebrated Thanksgiving by getting creative and making handprint turkeys and festive turkey hats. This fun activity allowed them to express their creativity while learning about the holiday and enjoying time together.













During Christmas break, kids had the opportunity to get creative by building and decorating their own gingerbread houses. They worked together to design colorful creations using icing and candy, while enjoying a fun, hands-on activity that encouraged teamwork, creativity, and holiday spirit.



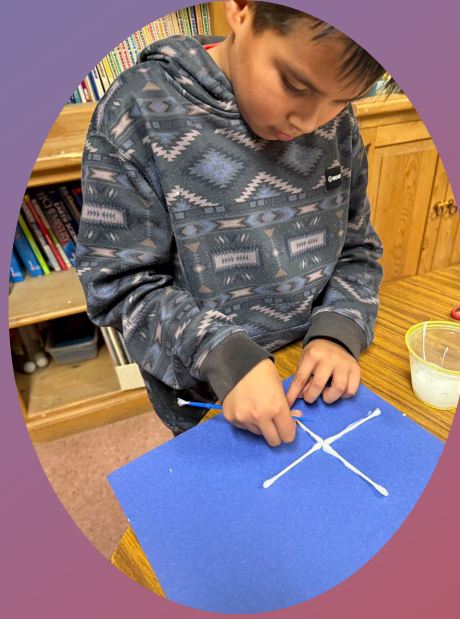






The kids learned how to create homemade ornaments, putting care and creativity into each one as a special gift for their families. Each ornament was made with love, ready to be proudly hung on their parents' Christmas trees for years to come.

Kids explored their creativity by making homemade snowflakes using cotton swabs, turning simple materials into unique winter creations while building fine motor skills and having fun.















For Valentine's Day, kids learned the importance of choosing love over hate while spending quality time with their friends. Through fun activities and positive interactions, they were encouraged to show kindness, build friendships, and create a welcoming environment for everyone.





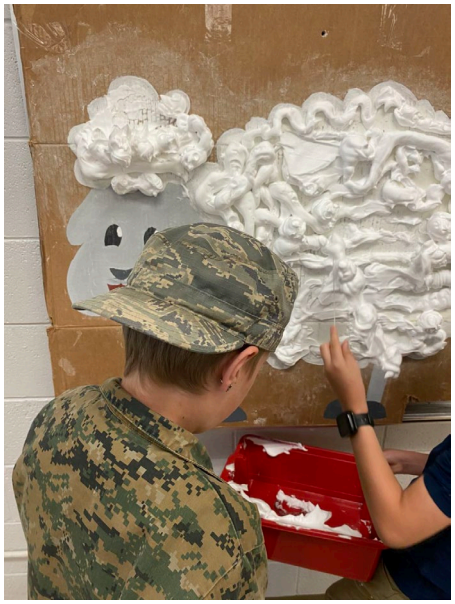

Kids had the opportunity to create homemade heart pillows for Valentine's Day, using their creativity and care to design something special. This hands-on activity allowed them to learn basic sewing skills while making meaningful gifts to share with loved ones.





Kids celebrated President’s Day by creating fun beards out of paper plates, using their creativity to design their own presidential looks. This hands-on activity allowed them to learn about history while enjoying a playful and imaginative craft.



Kids explored life on a farm through hands-on activities like “shearing” a sheep using shaving cream and learning how to milk a cow. This fun and interactive experience gave them a glimpse into the daily responsibilities of a farmer while building creativity and curiosity.







The kids welcomed spring by creating blooming lilies using their handprints.









During Family Night, kids and their parents came together to spend quality time planting seeds, which they could either take home to start their own gardens or contribute to the Club's garden. The evening was filled with laughter, connection, and simple joys, as families enjoyed each other's company along with some popcorn and fun activities.

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 3.

To:

Presenter(s): Jaquelyne Pena, Water Resource Manger

Meeting Date: April 16, 2026

Re: Presentation on Water Conservation and Rain Harvesting - Marty Howell, President of Souder, Miller & Associates.

Item Summary:

Presentation on Water Conservation and Rain Harvesting - Marty Howell, President of Souder, Miller & Associates.

Financial Impact:

None

Item Discussion:

Presentation on Water Conservation and Rain Harvesting - Marty Howell, President of Souder, Miller & Associates.

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 1.

To:

Presenter(s): Isabel Martinez, Public Works Administrative Specialist
Levi Beaty, Public Works Director

Meeting Date: April 16, 2026

Re: Discussion and Possible Action on Update to 100 Year Floodplain Map.

Item Summary:

Discussion and Possible Action on Update to 100 Year Floodplain Map.

Financial Impact:

None.

Item Discussion:

Update to 100 Year Floodplain Map. Link to access map is in the attachment.

Recommendations:

To Approve Update to 100 Year Floodplain Map.

ATTACHMENTS:
2026 Draft Updated Floodplain Map.pdf

https://ruidoso.maps.arcgis.com/apps/mapviewer/index.html?webmap=4581f5a90d464bacbda3808d3ce7485d

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 2.

To:

Presenter(s): Judi Starkovich, Finance Director

Meeting Date: April 16, 2026

Re: Discussion and Possible Action on Adoption of Resolution 2026-21, a Resolution to Accept the Fiscal Year 2025 Audit for the Year Ending June 30, 2025.

Item Summary:

Discussion and Possible Action of Adoption of Resolution 2026-21, a Resolution to Accept the Fiscal Year 2025 Audit for the Year Ending June 30, 2025.

Financial Impact:

None

Item Discussion:

The State Auditor has completed its review of the FY 2025 audit report and has issued the attached release letter dated March 26, 2026. The report does not become a public document until five (5) calendar days after the receipt of the letter, unless waived by the agency in writing, which the Village submitted on the same day. Therefore, the audit became a public document on March 26, 2026.

The Village received an unmodified opinion on the financial statements and no findings. Included in your packet are pages 108-109 of the audit report and copies of the full audit report can be obtained from the Finance Department or on our website.

Recommendations:

To Approve Adoption of Resolution 2026-21, a Resolution to Accept the Fiscal Year 2025 Audit for the Year Ending June 30, 2025.

ATTACHMENTS:
Resolution 2026-21.pdf
SAO Final Audit Report.pdf

Audit Report Pages.pdf
2025 Council Presentation.pdf

VILLAGE OF RUIDOSO
RESOLUTION 2026-21

A RESOLUTION OF THE ACCEPTANCE AND APPROVAL OF THE FY2025 AUDIT

WHEREAS, the Governing Body in and for Village of Ruidoso, State of New Mexico ("Village Council") is required by statute to contract with an independent auditor to perform the required annual audit or agreed upon procedures for Fiscal Year 2025; and

WHEREAS, the Village of Ruidoso Council has directed the accomplishment of the audit for FY 2025 to be completed; and

WHEREAS, this audit has been completed and presented to the Village of Ruidoso Council per the March 26, 2026 letter from the Statue Auditor authorizing release of the FY 2025 audit; and

WHEREAS, NMAC 2.2.2.10 (M) (4) provides in pertinent part that "Once the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar days has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA, to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meetings Act, if applicable," and

WHEREAS, the outcome of the audit resulted in an unmodified opinion with no findings.

NOW THEREFORE, BE IT RESOLVED, that the Village of Ruidoso Council does hereby accept and approve the completed audit report and findings as indicated within this document.

PASSED, ADOPTED, AND APPROVED on this 16th day of April 2026.

_____
Lynn D. Crawford, Mayor

(SEAL)

Attest:

_____
Yvonne Vigil, Village Clerk

JOSEPH M. MAESTAS, P.E., CFE
STATE AUDITOR

DONNA MONTOYA TRUJILLO, CPA
DEPUTY STATE AUDITOR

State of New Mexico
Office of the State Auditor

Via: Email

03/26/2026 20:08:23
0
judistarkovich@ruidoso-nm.gov
Village of Ruidoso

OSA Ref No. 6152

Re: Authorization to Release 2025 Village of Ruidoso Audit Report

The Office of the State Auditor (Office) received the audit report for your agency on 01/20/2026. The OSA has completed the review of the audit report required by Section 12-6-14(B) NMSA 1978 and any applicable provisions of the Audit Rule. This letter is your authorization to make the final payment to the Independent Public Accountant (IPA) who contracted with your agency to perform the financial and compliance audit. In accordance with the audit contract, the IPA is required to deliver to the agency the number of copies of the report specified in the contract.

Pursuant to Section 12-6-5 NMSA 1978, the audit report does not become a public record until five days after the date of this release letter, unless your agency has already submitted a written waiver to the OSA. Once the five-day period has expired, or upon the OSA's receipt of a written waiver:

- the OSA will send the report to the Department of Finance and Administration, the Legislative Finance Committee and other relevant oversight agencies;
- the OSA will post the report on its public website; and
- the agency and the IPA shall arrange for the IPA to present the report to the governing authority of the agency, per the Audit Rule, at a meeting held in accordance with the Open Meetings Act, if applicable.

Although no findings were reported in your report, please remember it is ultimately the responsibility of the governing authority of the agency to maintain adequate internal controls over financial reporting and compliance.

Sincerely,

Joseph M. Maestas, P.E., CFE
State Auditor

cc. Pattillo, Brown & Hill, LLP

STATE OF NEW MEXICO
VILLAGE OF RUIDOSO
COMBINING STATEMENTS OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2025

	DEBT SERVICE FUND GO Bonds	Subtotal Debt Service Funds	CAPITAL PROJECT FUND GO Bond	Subtotal Capital Project Funds	Total Non Major Governmental Funds
REVENUES					
Taxes					
Property	$ 1,080,946	$ 1,080,946	$ -	$ -	$ 1,080,946
Gross receipts	-	-	-	-	-
Other	-	-	-	-	2,356,135
Intergovernmental		-		-	
Federal grants	-	-	-	-	63,496
State grants	-	-	-	-	1,189,899
Licenses and permits	-	-	-	-	4,412
Charges for services	-	-	-	-	166,069
Fines and forfeitures	-	-	-	-	901
Investment earnings	44	34,091	76,184	76,184	142,000
Miscellaneous	-	-	-	-	497,252
Total Revenues	1,080,990	1,115,037	76,184	76,184	5,501,110
EXPENDITURES					
Current					
General government	14,732	14,732	-	-	35,835
Public safety	-	-	-	-	649,250
Public works	-	-	-	-	2,221,979
Culture and recreation	-	-	-	-	2,041,834
Health and welfare	-	-	-	-	100,359
Debt service					
Principal	760,000	1,053,606	-	-	1,053,606
Interest	251,386	625,315	-	-	625,315
Bond issuance costs	52,250	52,250	-	-	52,250
Capital outlay	-	-	183,987	183,987	616,732
Total Expenditures	1,078,368	1,745,903	183,987	183,987	7,397,160
Excess (Deficiency) of Revenues over Expenditures	2,622	(630,866)	(107,803)	(107,803)	(1,896,050)
OTHER FINANCING SOURCES (USES)					
Transfers in	-	620,637	1,447,750	1,447,750	4,080,496
Transfers out	(1,447,750)	(1,451,001)	-	-	(2,133,502)
Premium on issuance of debt	-	-	-	-	-
Proceeds from debt issuance	1,500,000	1,500,000	-	-	1,500,000
Net Other Financing Sources (Uses)	52,250	669,636	1,447,750	1,447,750	3,446,994
Net Change in Fund Balances	54,872	38,770	1,339,947	1,339,947	1,550,944
Fund Balances, Beginning of Year	193,583	938,488	1,874,206	1,874,206	5,884,832
Restatement - Note 2. A.	-	-	-	-	(22,202)
Fund Balances, Beginning of Year RESTATED	193,583	938,488	1,874,206	1,874,206	5,862,630
Fund Balances, End of Year	$ 248,455	$ 977,258	$ 3,214,153	$ 3,214,153	$ 7,413,574

The accompanying notes are an integral part of these financial statements.

NONMAJOR PROPRIETARY FUNDS

ENTERPRISE FUNDS

Enterprise Funds are used to report the same functions presented as business-type activities.

The *Affordable Housing Trust Fund* accounts for the resources and uses associated with Section 6-27-1 NMSA 1978. Funds are used to provide workforce housing.

The *Affordable Housing Fund* accounts for the resources and uses associated with the rental of properties owned by the Affordable Housing Trust Fund. Funds are used to provide maintenance on properties and to repay any loans incurred in building the affordable workforce housing sites.

The *Radio Station Enterprise Fund* accounts for the activities of the KRUI-The Mountain Radio Station, including administration, operations, maintenance, and billing and collection services.

PB&H PATTILLO, BROWN & HILL, L.L.P.
Certified Public Accountants & Business Consultants

RUIDOSO NEW MEXICO

Village of Ruidoso

2025 Audit Results

April 16, 2026

Our Responsibility under U.S. and Government Auditing Standards

As stated in our engagement letter, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Our responsibility is to plan and perform the audit in accordance with generally accepted auditing standards issued by the AICPA and the Comptroller General of the United States, and to design the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement.

Our audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, we considered the entity's internal control for the purpose of determining our audit procedures and not to provide assurance concerning such internal control.

We are also responsible for communicating significant matters related to the financial statement audit that, in our professional judgment, are relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Auditor's Report on the Financial Statements

Unmodified Opinion – "Clean Opinion"

- Financial Statements are presented ***fairly*** in accordance with accounting principles generally accepted in the United States of America.



Other Reports

GAGAS Report on Internal Control Over Financial Reporting and on Compliance and Other Matters

No Findings

Report on Compliance for Each Major Federal Program and Internal Control over Compliance Required by the Uniform Guidance

Unmodified

Communication with Governing Body

Matters to Be Communicated	*PBH's Comments*
Difficulties Encountered in Performing the Audit • The Council should be informed of any significant difficulties encountered in dealing with management related to the performance of the audit.	No difficulties encountered during our audit

Communication with Governing Body

Matters to Be Communicated	PBH's Comments
Significant Audit Adjustments and Unadjusted Differences Considered by Management to be Immaterial • The Board should be informed of all significant audit adjustments arising from the audit. Consideration should be given to whether an adjustment is indicative of a significant deficiency or a material weakness in the District's internal control over financial reporting, or in its process for reporting interim financial information, that could cause future financial statements to be materially misstated. the Board should also be informed of uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole.	None
	No corrected misstatements

Communication with Governing Body

Matters to Be Communicated	*PBH's Comments*
Disagreements With Management • Disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the Village's financial statements, or the auditor's report.	**We had no disagreement with management.**

Communication with Governing Body

Matters to Be Communicated	*PBH's Comments*
Management's consultation with other accountants • In some cases, management may decide to consult about auditing and accounting matters, If management has consulted with other accountants about an auditing and accounting matter that involves application of an accounting principle to the Village's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts.	**We are not aware of any significant accounting or auditing matters for which management consulted with other accountants.**

Current Year Findings

NONE

Thank you!

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 3.

To:

Presenter(s): Alex Koenig, Community Development Director

Meeting Date: April 16, 2026

Re: Discussion and Possible Action on Recommendation from Planning and Zoning Committee on Vacation of Easements Case #EV2026-02, with the Pending Replat of Properties Located at 118 Olympia Rd., 120 Olympia Rd., and 122 Olympia Rd. of the Alto Crest Subdivision, Ruidoso, New Mexico.

Item Summary:

Discussion and Possible Action on Recommendation from Planning and Zoning Committee on Vacation of Easements Case #EV2026-02, with the Pending Replat of Properties Located at 118 Olympia Rd., 120 Olympia Rd., and 122 Olympia Rd. of the Alto Crest Subdivision, Ruidoso, New Mexico.

Financial Impact:

None.

Item Discussion:

Luis E. Landaverde on behalf of Randal L. & Janet Wechter is requesting to vacate Easements with the pending Replat of properties located at 118 Olympia Rd (Lot 1, Block 12, Unit 2), 120 Olympia Rd (Lot 2, Block 12, Unit 2), 122 Olympia Rd (Lot 3, Block 12, Unit 2) of the Alto Crest Subdivision, Ruidoso, New Mexico.

This item came before the Planning Commission on January 8, 2025. Commissioner Richardson moved to approve and the motion carried with a roll call vote of all ayes.

Recommendations:

To Approve Recommendation from Planning and Zoning Committee on Vacation of Easements Case #EV2026-02, with the Pending Replat of Properties Located at 118 Olympia Rd., 120 Olympia Rd., and 122 Olympia Rd. of the Alto Crest Subdivision, Ruidoso, New Mexico.

ATTACHMENTS:
EV-2026-02 Aye letter 01.09.2026.pdf
EV2026-02 CASE STUDY 118 Olympia.pdf

Planning Commission 01.08.26 Minutes.pdf
Survey Replat 118 Olympia.pdf

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

Randal L. & Janet K. Wechter
804 Don Quixote Court
El Paso, Texas 79922

January 9, 2026

Re: Easement Vacation Approval Request Case #EV 2026-02

Date of Hearing: January 8, 2026

Type of Request: Easement Vacation Approval Request

Applicant: Randal L. & Janet K. Wechter

Village Exhibit List:
1. Easement Vacation Application
2. Case Study
3. Replat Survey
4. Contact List

Posting and Legal Notice: December 31, 2025
Property Owners within 200': Letters mailed December 23, 2025

Approved [X] Denied [ ]

Commissioner Richardson stated, based upon the foregoing findings of fact per §54-69, and §54-102 of the Village Code, I move to **GRANT** the requested Easement Vacation approval for Case #EV-2026-02 with the conditions stated in the case report, seconded by Commissioner Byars

<u>Record of Planning and Zoning Members Vote:</u>

Rick Baugh	Aye X	No__
Bill Hall	Aye X	No__
Ron Michelena	Aye X	No__
Jacob Rigsby	Aye X	No__
Barton Byars	Aye X	No__
Josh Richardson	Aye X	No__

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

The Planning Commission, during its public hearing, approved the Easement Vacation request and vote to recommend that the governing body authorize the vacation of easements with the pending Replat of properties located at 118 Olympia Rd (Lot 1, Block 12, Unit 2), 120 Olympia Rd (Lot 2, Block 12, Unit 2), 122 Olympia Rd (Lot 3, Block 12, Unit 2) of the Alto Crest Subdivision, Ruidoso, New Mexico, with the following conditions:

1. Statements from all utility companies stating their agreement to the proposed vacation and specifying any conditions of approval. These shall be on company letterhead with the title of the person signing the letter.

X _____

If you have questions, please do not hesitate to contact me at (575) 258-4343 x 1061.

Cordially,

Christopher D. Camacho
Community Development GIS Coordinator & Planner

Planning Commission

Village Hall – 313 Cree Meadows Drive, Ruidoso, New Mexico 88345

Case Report – Easement Vacation #EV-2026-02

Subject Property: 118 Olympia Road
Zoning: R-1 Single Family Residential District
Property Size (Approx.): 12,263 sq. ft. (0.28 acre)
Property Dimensions (Approx.): Width: 80' **Length:** 150'

Legal Description: Lot 1, Block 12, Unit 2
Subdivision: Alto Crest
Applicant: Randall L. & Janet K. Wechter
Hearing Date: January 8, 2026

Subject Property: 120 Olympia Road
Zoning: R-1 Single Family Residential District
Property Size (Approx.): 11,880 sq. ft. (0.27 acre)
Property Dimensions (Approx.):
Width: 80' **Length:** 150'

Legal Description: Lot 2, Block 12, Unit 2
Subdivision: Alto Crest
Applicant: Randall L. & Janet K. Wechter
Hearing Date: January 8, 2026

Subject Property: 122 Olympia Road
Zoning: R-1 Single Family Residential District
Property Size (Approx.): 12,287 sq. ft. (0.28 acre)
Property Dimensions (Approx.):
Width: 80' **Length:** 150'

Legal Description: Lot 3, Block 12, Unit 2
Subdivision: Alto Crest
Applicant: Randall L. & Janet K. Wechter
Hearing Date: January 8, 2026

Applicable Sections of Village Code:

- Sec. 54-69. – R-1 Single Family Residential District
- Sec. 54-102. – Vacation

I. **REQUEST:** Luis E. Landaverde on behalf of Randal L. & Janet K. Wechter is requesting to vacate Easements with the pending Replat of properties located at 118 Olympia Rd (Lot 1, Block 12, Unit 2), 120 Olympia Rd (Lot 2, Block 12, Unit 2), 122 Olympia Rd (Lot 3, Block 12, Unit 2) of the Alto Crest Subdivision, Ruidoso, New Mexico.

II. DOCUMENTATION:

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

Planning & Zoning Application

Check all that apply

- [ ] 54-62 Appeal to Council
- [ ] 54-64 Amendment
- [ ] 54-67 Site Plan
- [ ] 54-70 Annexation
- [x] 54-283 (c) Final Plat
- [ ] 54-335 Floodplain Development Permit
- [ ] 54-377 (a) Airport Hazard Zone Permit
- [ ] other
- [ ] 54-63 (f) Zoning Permit
- [ ] 54-65 Rezoning
- [ ] 54-68 Conditional Use
- [ ] 54-283 (a) Sketch Plat
- [ ] 54-283 (f) Corrected Plat or Resubdivision
- [ ] 54-336 (a) Floodplain Variance
- [ ] 54-377 (d) Airport Hazard Zone Variance
- [ ] 54-63 (g) Certificate of Zoning Compliance
- [ ] 54-66 Variance
- [ ] 54-69 Planned Unit Development
- [x] 54-283 (b) Preliminary Plat
- [ ] 54-284 (b) Minor Subdivisions
- [ ] 54-336 (b) or (c) Floodplain Appeal
- [ ] 54-379 Airport Hazard Zone Appeal

Names & Contact Information — Please check preferred method of contact

	Mailing Address	Phone	Email	Interest in Property
Applicant: Randal Wechter	[ ] 804 Don aviotect,	[ ]	[ ] randy@ellerscom	Owner
Agent	[ ]	[ ]	[ ]	Interest in Property
Owner, if other than Applicant	[ ]	[ ]	[ ]	Interest in Property
Surveyor: Luis Landaverde (LT Surveying)	[ ] 415 mechem dr	[ ] 575-840-9330	[ ] Luis@LT surveying.net	Interest in Property: SURVEYOR
Engineer	[ ]	[ ]	[ ]	Interest in Property
Developer, if other than Applicant	[ ]	[ ]	[ ]	Interest in Property
Builder/general contractor	[ ]	[ ]	[ ]	Interest in Property

Location of Request

Street Address	Major Cross Streets	Subdivision	Lot(s)/Tract(s)	Block
118 Olympia	Olympia Rd	Alto crest Unit 2	1, 2, 3	12

Project Details (complete all that apply)

Present Zoning	Existing Setbacks				Existing Lots	Exist. Dwelling Units	Area (sq. ft.)
R1 low density	Front 15	Rear 15	Left 10	Right 10	3	None	0,934
Proposed Zoning	**Proposed Setbacks**				**Proposed Lots**	**Proposed DU**	**Area (Acres)**
No change	Front 15	Rear 15	Left 10	Right 10	1		0,834

Off Street Parking	Flood Plain 100 Yr Elev / 1st Floor Elev	Water Source	Sewer
Indoor Outdoor Total	Zone X	[x] public [ ] private Permit No	[ ] public [ ] private Permit No

Request (use separate sheet if necessary)

Description: replat 3 existing into 1 lot and [redacted] vacate existing easements on previous lot lines.

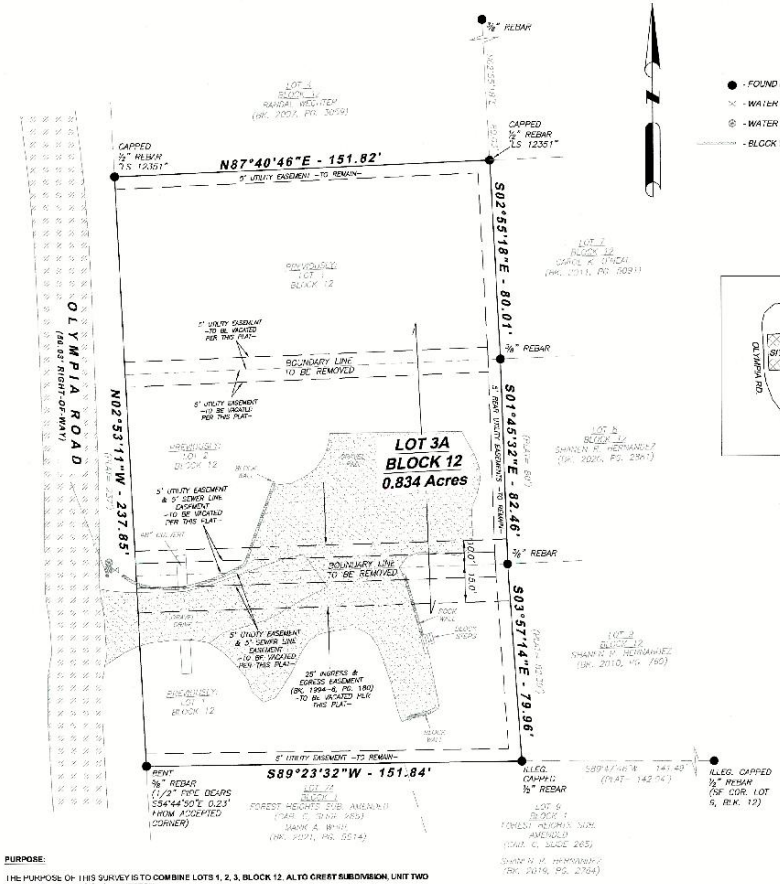
Justification: Building a house on new lot need easements to be vacated to be able to obtain building permit.

Applicant Signature: [signature] Date: 12/19/25

1

BOUNDARY SURVEY REPLAT

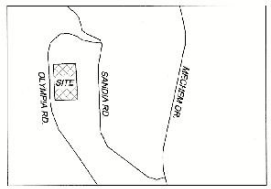
LOTS 1, 2, & 3, BLOCK 12, ALTO CREST SUBDIVISION, UNIT TWO
VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO



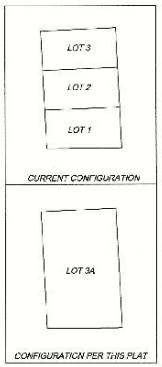
LEGEND

- FOUND MONUMENT AS NOTED
- WATER VALVE
- WATER METER
- BLOCK WALL
- UTILITY LINE /POLE & ANCHOR
- ROCK WALL
- GRAVEL
- ASPHALT

VICINITY MAP
NOT TO SCALE



CONFIGURATION MAP
NOT TO SCALE



PURPOSE:

THE PURPOSE OF THIS SURVEY IS TO COMBINE LOTS 1, 2, 3, BLOCK 12, ALTO CREST SUBDIVISION, UNIT TWO CREATING LOT 3A AS SHOWN HEREON.

AND

THE PURPOSE OF THIS SURVEY IS TO ALSO VACATE 5' UTILITY EASEMENTS AS CREATED BY THE ORIGINAL SUBDIVISION AS SHOWN HEREON.

AND

THE PURPOSE OF THIS SURVEY IS TO ALSO VACATE ALL EASEMENTS AS DESCRIBED IN BOOK 1994-8, PAGE 180.

BASIS OF BEARING:

BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO CENTRAL ZONE" NAD 1983 (2011) AS DERIVED FROM GPS/CORS OBSERVATIONS. CAID TO GROUND SCALE FACTOR = 1.000382461. DISTANCES ARE SURFACE VALUES. ELEVATIONS ARE NAVD 88 VALUES USING THE GEOID 18 MODEL, WITH A PROJECT HEIGHT OF 7147 AMSL.

FLOOD ZONE:

THESE PROPERTIES ARE LOCATED IN FLOOD ZONE X as shown on the FEMA Flood Insurance Rate Map, Community Panel Number: 35027C1865D, Map Effective: NOVEMBER 16, 2011.

NOTES:

1) RECORD AND FIELD MEASUREMENTS SIMILAR UNLESS OTHERWISE NOTED.

2) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

3) THIS SURVEY IS BASED ON MONUMENTS FOUND IN PLACE.

4) SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS OF RECORD AND IN OPEN VIEW AND LINCOLN COUNTY PROPERTY TAXES.

INDEXING INFORMATION FOR COUNTY CLERK

OWNERS:
RANDALL L. WECHTER & JANET WECHTER
(BK. 2025, PG. 4047; BK. 382, PG. 919; BK. 2007, PG. 3056)

UPC:
4072275109209; 4407206108401; 4072067063401

REFERENCE DOCUMENTS:
ALTO CREST SUB., UNIT TWO (CAB. B, SLIDE 108A)
FOREST HEIGHTS SUB. AMENDED (CAB. C, SLIDE 265)

SECTION:
SECTION 3, TOWNSHIP 11 S, RANGE 13 E, N.M.P.M.

ACREAGE:
LOT 3A 0.834 ACRES

SURVEYOR'S CERTIFICATION

I, LUIS LANDAVERDE, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT I DIRECTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO. IN WITNESS WHEREOF I HEREUNTO SET HAND AND AFFIX MY OFFICIAL SEAL.

THIS 10th DAY OF October 2025.

LUIS LANDAVERDE N.M.P.S. NO. 26407

LUIS E. LANDAVERDE NEW MEXICO 26407 PROFESSIONAL SURVEYOR

DESCRIPTION, FREE CONSENT AND DEDICATION:

BE IT KNOWN THAT RANDALL L. WECHTER & JANET WECHTER, HUSBAND AND WIFE, IS THE OWNER AND PROPRIETOR OF LOTS 1, 2, & 3, BLOCK 12, ALTO CREST SUBDIVISION, UNIT TWO AS DESCRIBED BY DEEDS RECORDED IN BOOK 2025, PAGE 4047; BOOK 382, PAGE 919; AND BOOK 2007, PAGE 3056 IN THE VILLAGE OF RUIDOSO, COUNTY OF LINCOLN AND STATE OF NEW MEXICO.

BE IT FURTHER KNOWN THAT THE UNDERSIGNED OWNER AND PROPRIETOR OF THE ABOVE DESCRIBED LOTS HAS CAUSED THE SAME TO BE REPLATTED WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRE IN TO WHAT IS KNOWN AND SHOWN HEREON.

IN WITNESS THEREOF THE UNDERSIGNED OWNER HAS HEREUNTO SET HAND ON THIS _____ DAY OF _____, 2025.

RANDALL L. WECHTER

JANET WECHTER

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025 BY **RANDALL L. WECHTER & JANET WECHTER**

MY COMMISSION EXPIRES:

NOTARY PUBLIC

APPROVAL BY VILLAGE OF RUIDOSO

APPROVED BY SUMMARY PROCEDURE IN LIEU OF PLANNING AND ZONING ACTION THIS _____ DAY OF _____, 2025.

ATTEST: _____ MAYOR _____ VILLAGE CLERK _____ PLANNING DIRECTOR

APPROVAL BY LINCOLN COUNTY ASSESSOR

THE LINCOLN COUNTY ASSESSOR'S OFFICE CERTIFIES THAT TAXES ARE PAID THROUGH THE CURRENT TAXABLE YEAR FOR PARCEL(S) SHOWN ON THIS PLAT.

LINCOLN COUNTY ASSESSOR _____ DATE

APPROVAL BY UTILITY COMPANIES

AN EASEMENT IS RESERVED FOR ALL OVERHEAD AND/OR GROUND PUBLIC UTILITIES ON THE LANDS PLATTED HEREON. THIS EASEMENT INCLUDES THE RIGHT TO INGRESS & EGRESS ACROSS THE OWNER'S PROPERTY CONTAINING THE EASEMENT FOR REPAIR OR REPLACEMENT OF UTILITIES OR APPURTENANCES.

WINDSTREAM COMMUNICATIONS	OFT	11/24/2025
PNM	MGR	10/9/2025
ZIA NATURAL GAS	Systems Engineer	8/21/2025
RUIDOSO WATER & SEWER DEPT.	TITLE	DATE
RUIDOSO FIRE DEPT.	TITLE	DATE
RUIDOSO STREET DEPT.	TITLE	DATE
RUIDOSO FORESTRY DEPT.	TITLE	DATE
RUIDOSO SOLID WASTE	TITLE	DATE

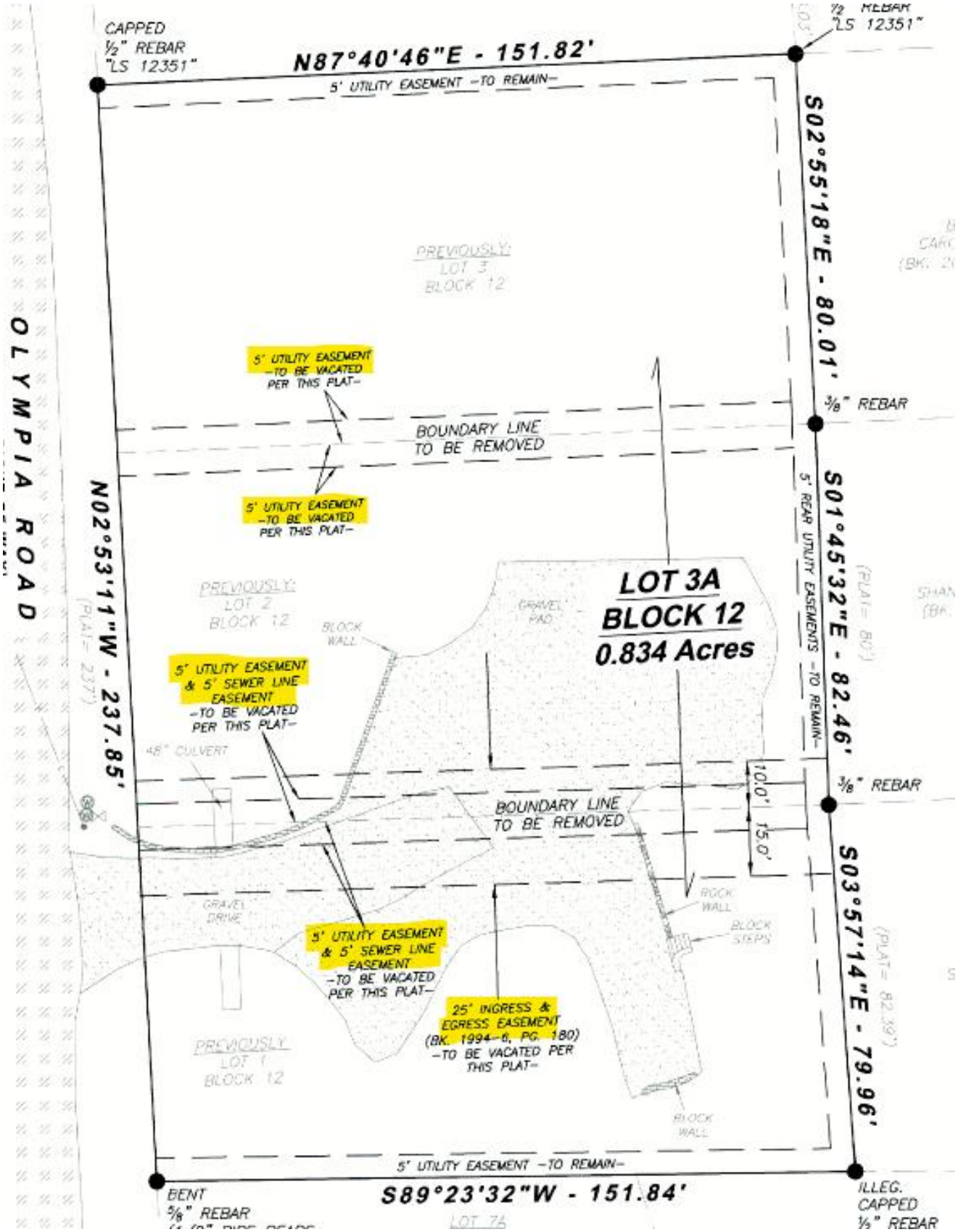
30 0 30 60
SCALE: 1"=30'

LT Surveying LLC
LTSURVEYING.COM
415 MECHEM DRIVE
RUIDOSO, NM 88345
575-840-9532

FILING AND RECORDING

DRAWN BY:	FIELD DATE:	PAGE:	W.O. NO:
SP	AUGUST 8, 2025	1 OF 1	25.2067

PLAT DETAIL OF EASEMENT VACATION:

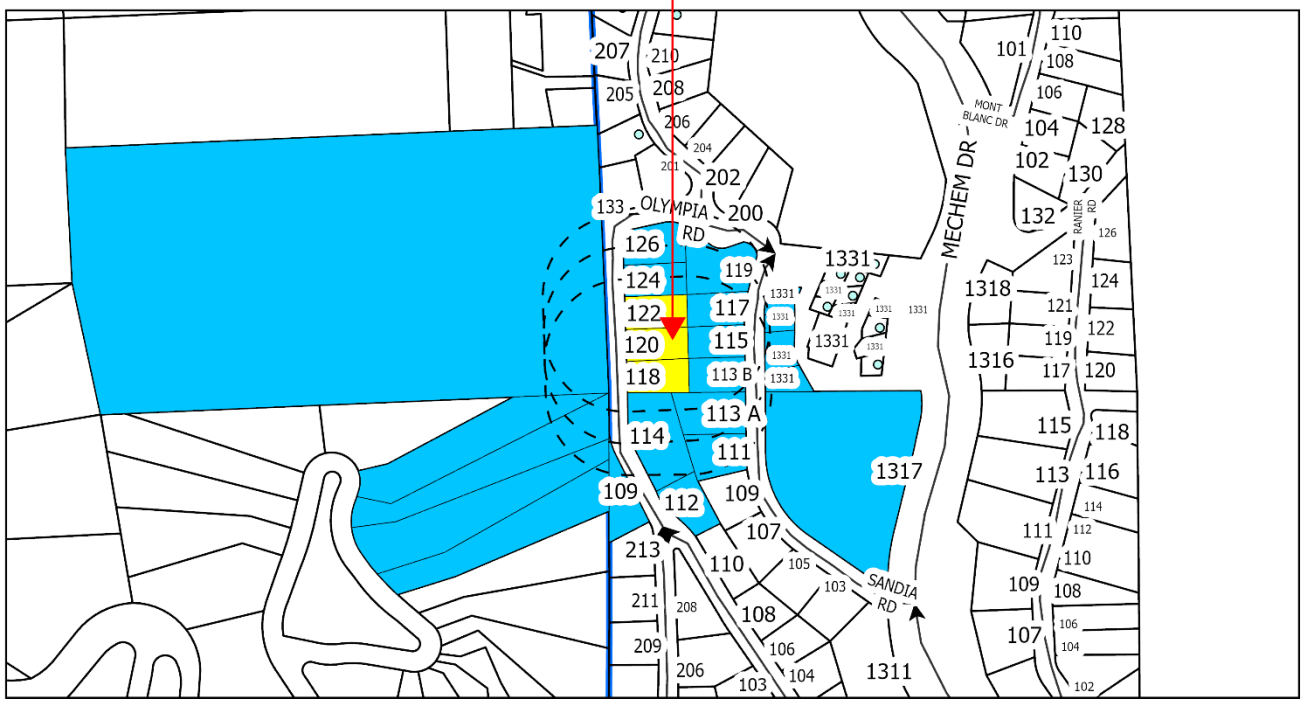


III. NOTIFICATION AREA MAP

Planning Case EV 2026-02

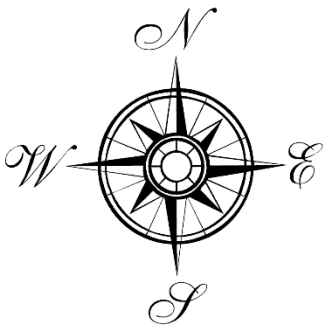
Luis E. Landaverde on behalf of Randal L. & Janet K. Wechter is requesting to vacate Easements with the pending Replat of properties located at 118 Olympia Rd (Lot 1, Block 12, Unit 2), 120 Olympia Rd (Lot 2, Block 12, Unit 2), 122 Olympia Rd (Lot 3, Block 12, Unit 2) of the Alto Crest Subdivision, Ruidoso, New Mexico.

Notifications are sent to property owners within 200' of the request and are shown as blue lots on the map below.



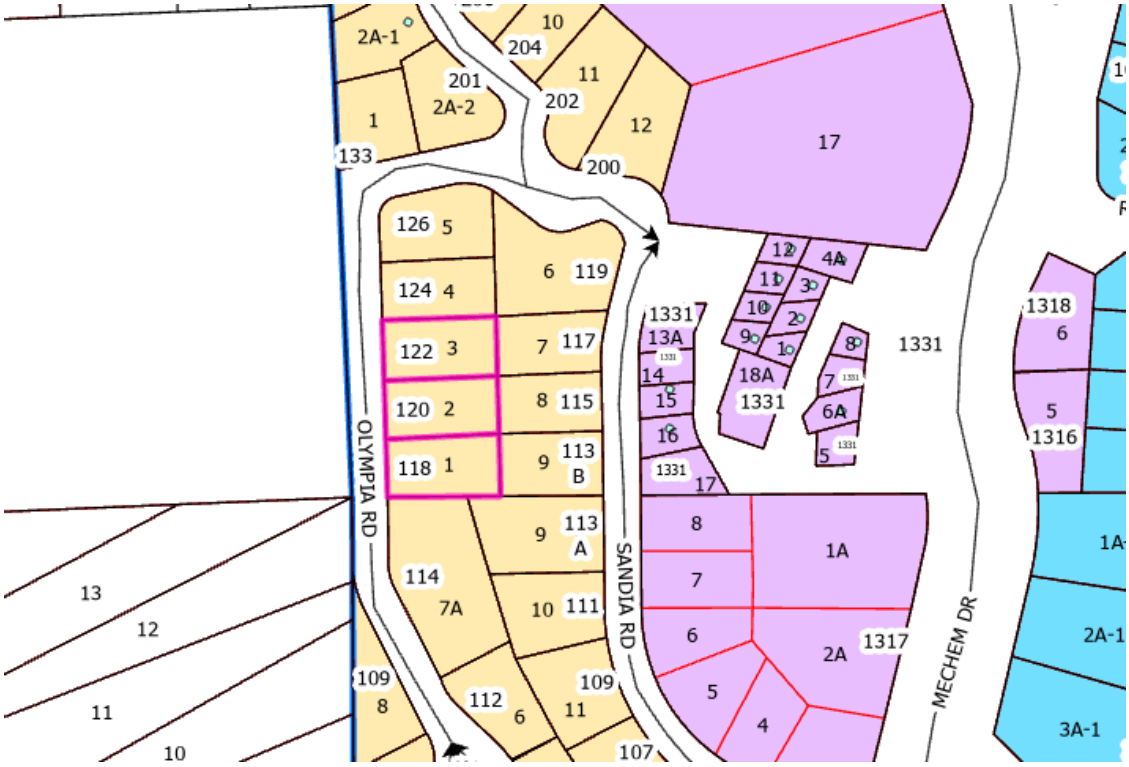
Legend

- 118 Olympia Rd Buffer
- GONUM
- Applicant
- Applicant
- Applicant
- Properties within 200 ft
- Parcels
- VOR_Boundary
- Address
- Roads_Layer



IV. AREA ZONING

Direction	Zoning	Existing Land Use
North	R-1	124 Olympia Road. Undeveloped land
East	R-1	113, 115, 118 Sandia Road. Undeveloped land
South	R-1	114 Olympia Road – Undeveloped land
West	R-1	S2SE4SE4 (PLSS). Undeveloped land, Lincoln County



VOR.DBO.Zoning_Districts

ZONING

- AR-1 Agricultural Residential District
- C-1 Neighborhood Commercial District
- C-2 Community Commercial District
- C-3 Midtown Commercial District
- C-4 Heavy Commercial District
- I-1 Industrial District
- M-1 Low-Denisty Mobile Home District
- M-2 Medium-Density Mobile Home District
- PUD Planned Unit Development District
- PUD-C Planned Unit Development Commercial District
- PUD-M Planned Unit Development Mixed District
- R-1 Single-Family Residenital District
- R-2 Two-Family Residential District
- R-3 Multiple-Family Residential District
- R-4 High-Density Residential District

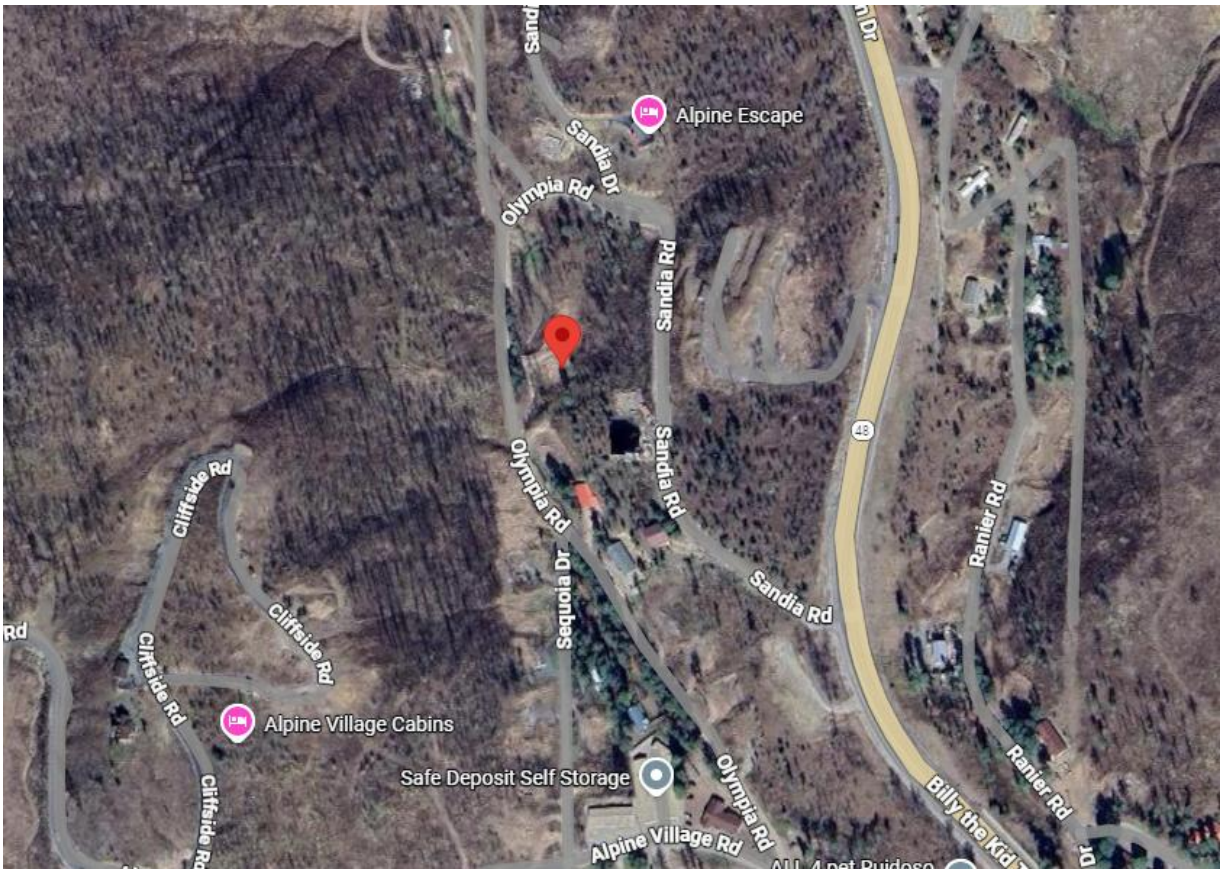
V. CURRENT SITE LOCATION

View from from Google Maps:



Aerial View from Google Maps:





VI. APPLICABLE MUNICIPAL CODE REFERENCES

Sec. 54-69. Residential Districts.

(a) R-1 Single-Family Residential District

((1) Purpose; maximum density. The purpose of the R-1 single-family residential district is to provide for the development, at a low density, of single-family detached dwellings and directly related complementary uses. The district is intended to be strictly residential in character with a minimum of disturbance due to traffic or overcrowding.

Sec. 21-102. Vacation.

(a) Vacation criteria. Vacation (closing) is the method by which land used to provide access for the movement of people, goods, drainage, utilities (surface or subsurface), vehicles and services is closed to those uses. Anyone (including the village) may request a vacation. A vacation may be approved if it is determined that:

(1) There is no convincing evidence that any substantial property right is being abridged against the will of the owner of that right; and

(2) The public welfare is not served by retaining the way or easement; or

(3) The development made possible by the vacation results in a net benefit to the public welfare which is clearly more beneficial to the public welfare than the minor detriment resulting from the vacation.

(b) Partial vacation. Vacation may not result in closure of all uses. For example, public access may be closed while utility access through creation of a defined utility easement is retained.

(c) Preapplication discussion. Applicant shall meet with the planning administrator prior to submitting a formal application.

(d) Application contents. Applicant shall submit a formal application for vacation of right-of-way or easement to the planning administrator along with the appropriate application fee as set forth in Appendix A to this Code. Include the following items with the application:

(1) A right-of-way or easement survey meeting the standards of NMAC 12.8.2.13 (New Mexico Administrative Code) showing the area to be vacated and the surrounding properties.

(2) Certification that the applicant has notified all property owners within the notification area as set forth in section 54-93. Certification may be documentation provided by the postal service or a notarized statement from the applicant.

(3) The location, description and ownership of all utilities within the proposed vacation area.

(4) Statements from all utility companies stating their agreement to the proposed vacation and specifying any conditions of approval. These shall be on company letterhead with the title of the person signing the letter.

(5) Statements from property owners within the notification area identifying their position on the proposed vacation. These may be in letter form signed by the property owner. It is not necessary to obtain a letter from every property owner within the notification area. The intent of this requirement is to provide an early indication of either support for or objection to the proposed action. It is in the applicant's best interest to have met with or discussed the action with neighboring property owners and obtained their agreement to the proposed action prior to submitting a formal application to the village.

(6) In the event the parcel vacated exceeds the sum of $2,500.00 in value based on the acquisition fee schedule set forth in Appendix A, the applicant shall also comply with the provisions of NMSA 1978 § 13-6-2 and the applicable regulation(s) of the state board of finance (a copy of the statute and regulations are available in the village planning department).

(e) Staff review of application and scheduling for review and action by planning commission. Planning department staff will review the application and advise the applicant when it is complete. The planning staff shall then prepare a staff report and forward a draft copy to the applicant for review. The application will be heard as a regular item at the next planning commission meeting scheduled at least 14 days after completion of the staff report.

(f) Notification. The planning department staff shall provide notice of the planning commission meeting at which the application is scheduled to be discussed and voted on as specified in section 54-93.

(g) Planning commission action. The planning commission shall hear the case and vote to recommend that the governing body authorize the vacation and sale with conditions, vote to recommend that

governing body reject the vacation application or vote to forward the application to governing body with no recommendation.

(h) Governing body action. The planning department shall forward the recommendation of the planning commission to the village clerk along with a request to schedule the application for review and action by governing body. The village clerk, in consultation with the mayor and village manager, shall schedule the application for review and action by the governing body. The application shall be heard as a regular item after at least 30 days public notice in newspapers of general circulation in the state. The planning staff shall provide the village clerk with all pertinent information, including minutes of the planning commission meeting at which the item was discussed and voted on, in sufficient time prior to the meeting at which the item will be discussed by governing body so that the information may be included in the councilmembers' briefing books.

(i) Finalization of vacation and sale. If governing body votes to approve the vacation and authorize sale of the land, the planning department staff shall coordinate the preparation, signing and recording of the appropriate documents. The applicant's surveyor or engineer shall provide all required legal descriptions and drawings. For those vacations that will require state board of finance review prior to completing the vacation, the applicant or other eligible adjoining property owner shall obtain an appraisal and pay the appropriate acquisition fee as determined by the appraisal. Should the appraised value of the right-of-way be more than ten percent less than the value set forth in Appendix A, the village may obtain another appraisal and the value of the right-of-way shall be the average of the two appraisals. If the village decides not to seek a second appraisal, the value of the right-of-way shall be the average of the applicant's appraisal and the value set forth in Appendix A.

VII. STAFF ANALYSIS AND RECOMMENDATION

Upon review of the application, staff finds the Easement Vacation request for the proposed Replat of properties zoned R-1 does not appear to adversely impact the health, safety, or general welfare of the occupants of surrounding lands and the public welfare is not served by retaining the easement.

The following conditions are hereby recommended:

1. Statements from all utility companies stating their agreement to the proposed vacation and specifying any conditions of approval. These shall be on company letterhead with the title of the person signing the letter.

VIII. CONCLUSION AND FINDINGS OF FACTS

The Planning Commission has the following options:

1. **Approval** of Easement Vacation Request, with reasons stated in the motion, granting the requested conditional use.
2. **Require modifications** to Easement Vacation Request, and have it returned for Planning Commission review at the next meeting.
3. **Deny** the Easement Vacation Request with reasons and conditions.

Approval of an Easement Vacation requires a 2/3 majority vote of those members of the Planning Commission present. The reasons for either approval or rejection must be stated in the findings of fact and motion.

The permit may be issued for a specified period of time, or conditions may be applied to the issuance of the permit, and a periodic review may be required. The Planning Commission has held a quasi-judicial public hearing to consider the effect of the proposed use on the health, safety, and general welfare of the occupants of surrounding lands, existing and anticipated traffic conditions, and the impact upon the natural environment and the effect of the proposed use upon the comprehensive plan. The imposition of conditions and safeguards have been reviewed and placed upon the approval of the conditional use request for the property described within the case study.

Suggested Motion:

"Based upon the foregoing findings of fact per §54-69, and §54-102 of the Village Code, I move to recommend **APPROVAL** by the Planning Commission to recommend the Ruidoso Village Council authorize the Vacation request for Case #EV-2026-02 with the conditions stated in the case report."

Prepared & Submitted by:

Christopher D. Camacho

GIS Coordinator/Planner

# # #

By signing below, the Owner/Applicant agrees to comply with all the conditions adopted by the Planning and Zoning Commission ("the Commission") at its hearing on this application. The Owner/Applicant further agrees that no changes to the plans presented to the Commission will be made without prior approval from village staff or the Commission. Failure to comply with the application as approved by the Commission may result in Court action or revocation of approval.

_____

Owner/ Applicant Date

VILLAGE OF RUIDOSO PLANNING COMMISSION
REGULAR MEETING
Thursday, January 8, 2026

CALL TO ORDER AND ROLL CALL:
Chairman Rigsby called the regular meeting to order at 2:00 PM. Commissioners Baugh, Hall, Rigsby, Byars, and Richardson are present. Commissioner Michelena was present via Zoom. Commissioner Williams was recorded as absent. The Village staff present were Alex Koenig, Community Development Director, Zach Cook Village Attorney, Chris Camacho, GIS Coordinator & Planner; and Chrysanti Jones, Short Term Rental Administrator.

DECLARATIONS OF CONFLICT OF INTEREST:
None were stated.

CERTIFICATION OF COMPLIANCE WITH RESOLUTION 2026-01:
Alex Koenig certified that the notice of the meeting was posted in accordance with Resolution 2026-01 and section 54-40 of the Village Municipal Code.

APPROVAL OF AGENDA:
Commissioner Hall made a motion to approve the agenda, seconded by Commissioner Baugh.
Mrs. Jones called roll to record votes:
Commissioner Baugh: Aye
Commissioner Hall: Aye
Commissioner Michelena: Aye
Commissioner Rigsby: Aye
Commissioner Byars: Aye
Commissioner Richardson: Aye
Motion carried with all Aye votes.

APPROVAL OF MINUTES:
Commissioner Baugh made a motion to approve the minutes as submitted of the regular meeting for December 2, 2025, seconded by Commissioner Richardson.
Mrs. Jones called roll to record votes:
Commissioner Baugh: Aye
Commissioner Hall: Aye
Commissioner Michelena: Aye
Commissioner Rigsby: Aye
Commissioner Byars: Aye
Commissioner Richardson: Aye
Motion carried with all Aye votes.

PUBLIC INPUT: (Limited to items, not on Public Hearing Agenda and up to 3 minutes per speaker).

Dawn McGlassen submitted a request to read her previous correspondence with the Community Development Department into the public record.

"I am formerly requesting an update regarding the property located at 100 Nogal Place. This request follows multiple prior inquiries that I've made seeking information about the status of this property for the past 3 years. Given its continued deteriorated condition, I am requesting a comprehensive review and future public discussion of the following.

1. A historical record of the complaints, code enforcement actions, violations and expired or unresolved building permits associated with 100 Nogal Place.
2. The length of time the Village of Ruidoso has been aware of the blighted condition of this property, including any periods where no follow-up or resolution occurred.
3. An explanation of enforcement or compliance efforts that have been undertaken to date, and why the property remains unresolved.
4. Clarification of the next steps for action, including which departments are responsible, anticipated timelines, and what remedies are available under current ordinances.

This property has remained in a visibly blighted state for an extended period of years, (possibly 15 years), impacting surrounding properties and overall community standards. I am requesting transparency regarding the Village's awareness, response history, and intended course of action".

Dawn McGlassen finished her statements and thanked the Planning Commission.
No other items were discussed and Public Input was closed.

QUASI-JUDICIAL PUBLIC HEARING *(all parties with standing shall have an opportunity for cross-examination.)*

a) **Easement Vacation Approval Case #EV2026-01-** Dennis Rich on behalf of Charles & Brenda Terry and Mark & Jolie Foster, is requesting to vacate a portion of a Utility Easement with the pending Replat of properties located at 110 Tennis Ct (Tract A, Block 2), 111 Tennis Ct (Tennis Court Tract, Block 2) & 106 Scenic Dr (Lot 4A, Block 2) of the Juniper Hills Subdivision.

The Applicants were not present at the Public Hearing and a recommendation to table the case until the applicants or representatives are present was made.

Chairman Hall motioned to table case EV-2026-01 until the next meeting or when the applicants are able to be present. Commissioner Byars seconded the motion.

Mr. Camacho called roll to record votes:
Commissioner Baugh: Aye
Commissioner Hall: Aye
Commissioner Michelena: Aye
Commissioner Rigsby: Aye
Commissioner Byars: Aye
Commissioner Richardson: Aye
Motion carried with all Aye votes.

b) Easement Vacation Approval Case #EV2026-02- Luis E. Landaverde on behalf of Randal L. & Janet Wechter is requesting to vacate Easements with the pending Replat of properties located at 118 Olympia Rd (Lot 1, Block 12, Unit 2), 120 Olympia Rd (Lot 2, Block 12, Unit 2), 122 Olympia Rd (Lot 3, Block 12, Unit 2) of the Alto Crest Subdivision, Ruidoso, New Mexico.

Randal Wechter and Luis Landaverde were sworn in before the Planning Commission. Mr. Wechter described an overview of the project, which involves combining the subject lots, including his intention to rebuild a house that had burned down in recent fires.

Chairman Rigsby opened the hearing to Public Comment. Chris Camacho entered a statement received from Mark White, the property owner at 114 Olympia Drive via telephone call. Mr. White formally expressed his support for the proposed easement vacation affecting the properties at 118, 120, and 122 Olympia Road. Mr. White granted express authorization for this statement to be entered into the record during the Planning Commission hearing.

No other items were discussed and Public Comment was closed.

Commissioner Hall brought into discussion the question of Sewer Utility lines for Lots 7,8 and 9 on Sandia Road, and the potential for restricted access if the easements between the subject properties are vacated. Levi Beaty, the Village of Ruidoso Utilities Director, was summoned to clarify concerning Utility access in the subject area.

Mr. Beaty stated there are sewer and water utility lines on Olympia Road including lines on Sandia Road, but the exact extent of the sewer lines on Sandia Road are unknown at this time.

Commissioner Richardson motioned, based upon the foregoing finding of fact per section 54-69 and 54 – 102 of the Village code, I move to recommend approval by the Planning Commission to recommend to the Village Council to authorize a Vacation request per case EV2026-02 with the conditions stated in the case report. Commissioner Byars seconded the motion.

Mr. Camacho called roll to record votes:
Commissioner Baugh: Aye
Commissioner Hall: Aye
Commissioner Michelena: Aye
Commissioner Rigsby: Aye
Commissioner Byars: Aye
Commissioner Richardson: Aye
Motion carried with all Aye votes.

c) Variance Approval Case #PV2026-01- Bob & Cindy Dolgener requests approval of a variance to encroach 15 feet into the 25-foot front setback to place a single vertical row of 8 foot x 40 foot storage containers on property zoned C-1 Community Commercial District located at 318 Gavilan Canyon Road, Tract 2 of the John Brown Tracts.

Bob Dolgener was sworn in before the Planning Commission. Mr. Dolgener expressed his need for more storage space for his business wares in relation to the hardships created by loss of property and former storage spaces on Paradise Canyon.

Chairman Rigsby opened the hearing to Public Comment. No items were entered and Public

Comment was closed.

Commissioner Richardson asked if it is possible to orientate the proposed storage units in such a way the ends of the units would face Gavilan Canyon Road. Mr. Dolgener responded by recognizing the possibility of other storage layouts but maintained this proposed layout would make the best use of the subject property.

Commissioner Richardson motioned, based upon the foregoing findings of fact per section 54-70, 54 – 124, 54-98 and 54-32 of the Village code, I move to approve the requested variance approval for case PV2026-01. Commissioner Hall seconded the motion.

Mr. Camacho called roll to record votes:
Commissioner Baugh: No
Commissioner Hall: No
Commissioner Michelena: No
Commissioner Rigsby: No
Commissioner Byars: No
Commissioner Richardson: No
Motion fails with all No votes.

d) Site Plan Approval Case #SP2026-01- Village of Ruidoso on behalf of the Sierra Blanca Regional Airport is requesting Site Plan approval for the development of a renewable fuels facility located at 1000 NM-220, A Tract of Land Located Within Lincoln County, Alto, NM 88312.

Ron Sena was sworn in before the Planning Commission. Mr. Sena introduced Steve Lambert and Zach Scott as representatives of IPUSA, who would give details about the proposed site plan for the renewable fuels facility.

Mr. Lambert stated that a metal building similar to an airplane hanger would be installed. Green waste from Ruidoso and the surrounding area would be transported to the facility. Ultimately the green waste would be converted into sustainable aviation fuel or a biodiesel product. The process would be very clean, exceeding all Federal, State and local EPA rules for both air and water quality.

Chairman Rigsby opened the hearing to Public Comment.

Pierre Pfeffer was sworn in before the Planning Commission for public comment. Asked if it intention of IPUSA to secure approval from NMED (New Mexico Environmental Department) to build the facility? Mr. Lambert answered yes, IPUSA intends to be in compliance with all Federal, State and local regulations. Mr. Pfeffer informed Mr. Lambert of the requirement to notify all residents in the area including those beyond Ruidoso. Mr. Pfeffer asked Mr. Sena if this government would approve this plan and leave it up to IPUSA to secure the appropriate permits? Mr. Sena stated, we will be working with New Mexico CID as this project moves forward and work with NMED on getting the required permits. We could get approval today and be working on the project as it goes.

Jeff Bleu also joined the Public Comment via Zoom. Mr. Bleu stated at face value he also supports this project. Mr. Bleu asked, considering this is a high-temperature operations facility, do we have

adequate fire response capability? Would operations continue during burn-ban days? Mr. Bleu also expressed interest in joining a community focus group for this project as it moves forward.

Mayor Lynn Crawford was sworn in before the Planning Commission. Mr. Crawford stated, there will be a defensible space of 50 yards. The byproduct will be electricity and water, which will be utilized by the facility. The facility will not utilize any of the Village water rights.

Fire Chief Cade Hall was sworn in before the Planning Commission. Mr. Hall stated there is not going to be an open flame, so it will be totally different circumstances concerning burn ban days. Firefighter personnel with be stationed 24 hours a day within a 15 minute response time from the facility.

Pierre Pfeffer asked where would the storage of the green fuel be? Mr. Lambert responded, some the fuel will be stored onsite as well as offsite.

No further items were entered and Chairman Rigsby closed Public Input.

Commissioner Hall asked if we get additional sources of green waste, would this Site Plan be able to handle the increase. Mr. Crawford stated 50,000 cubic yards are currently being disposed of at the Oro Grande site. The capacity of this facility is 129,000 cubic yards.

Commissioner Hall motioned, based on the foregoing findings of facts per 54-85, 54-135 and 54-100 of the Village Code, I move to approve the conceptual site plan for case number SP-2026-01 with conditions stated in the case report. Commissioner Baugh seconded the motion.

Mr. Camacho called roll to record votes:
Commissioner Baugh: Aye
Commissioner Hall: Aye
Commissioner Michelena: Aye
Commissioner Rigsby: Aye
Commissioner Byars: Aye
Commissioner Richardson: Aye
Motion carried with all Aye votes.

e) Site Plan Approval Case #SP2026-02- Karla Murillo on behalf of ENMU Ruidoso is requesting Site Plan approval for the development of a new Workforce Training Facility located at 721 Mechem Drive, Lot 6 of the C.A. Eiland Tract, Ruidoso, New Mexico.

Karla Murillo was sworn in before the Planning Commission. Mrs. Murillo stated she is the architect of the project. The project will consist of an addition to the northern side of the campus. The current strip mall will be demolished with a new campus addition constructed in its place. The new building will be utilized as a workforce training facility.

Chairman Rigsby opened the hearing for Public Comment.

Brent Deetz was sworn in before the Planning Commission. Mr. Deetz asked what the maximum height of the building would be. Mrs. Murillo responded the total height would be 31 feet from grade.

No further items were entered and Public Comment was closed.

Commissioner Hall asked if there would be some type of engineered runoff detention or retention system in the site plan, since the building will be a new development.

Mrs. Murillo stated the main ways they will handle runoff will be to channel the water to the northwest corner, so it goes back to the street.

Josh Long Assistant Public Works Director stated the Village of Ruidoso has an ordinance that properties must control runoff and you are not able to put it on somebody else's property.

Commissioner Baugh left the Planning Commission meeting at 3:40 PM.

Commissioner Richardson motioned, based on the foregoing findings of facts per 54-70, 54-84 and 54-100 of the Village Code, I move to grant the requested Site Plan approval for case number SP-2026-02 with conditions stated in the case report and we would also like to see a drainage plan update in the Site Plan. Commissioner Hall seconded the motion.

Mr. Camacho called roll to record votes:
Commissioner Hall: Aye
Commissioner Michelena: Aye
Commissioner Rigsby: Aye
Commissioner Byars: Aye
Commissioner Richardson: Aye
Motion carried with all Aye votes.

NEW BUSINESS:

a) Discussion and Possible Action 2026 Calendar Year Meeting Dates

*Action setting meeting dates of Public Meetings for the Planning Commission for the year 2026 in Accordance with the Open Meetings Act.

Commissioner Richardson made a motion to approve the resolution. Commissioner Hall seconded the motion.

Mr. Camacho called roll to record votes:
Commissioner Hall: Aye
Commissioner Michelena: Aye
Commissioner Rigsby: Aye
Commissioner Byars: Aye
Commissioner Richardson: Aye
Motion carried with all Aye votes.

COMMUNITY DEVELOPMENT REPORT:
Alex Koenig stated we continue to get our short-term rental software fully functional. We continue to make forward progress. We just got the system up for our traditional lodgers to submit their lodgers tax payments through that system as well.

To report on the manufactured home placement at the First Baptist Church, we will be working with the Church to finalize inspections. I will also address the 100 Nogal situation. Just this morning we had a coordinating meeting with Code Enforcement, and we will be addressing in regard to the appearance of the property debris. The Community Development Department will be doing the permitting and follow up no later than Monday with the information that was requested in the email.

603 Mechem is moving forward with clearance by State for the electrical permits. This will allow the installers of the units to come back and do their final touches. The gravel portion of the landscaping has been completed. The next improvement will be fences and paving.

Commissioner Richardson asked if there is some type of playground in the site plan. Mr. Koenig said he will look into that.

Chairman Rigsby asked about the status of the property on Sudderth. Commissioner Hall stated they were formally served and they have 10 days to correct the issue, otherwise they are out of compliance.

Mr. Koenig stated regarding 100 Nogal Place, there will be changes made in Code Enforcement and the Community Development side, with better coordination of having things properly reviewed, enforced and red tagged.

Chairman Rigsby requested that whenever there is a Site Plan case, we have a full Development Review checklist. If it doesn't apply it would still be good to have it say, "no impact".

COMMISSIONER'S COMMENTS:

Commissioner Michelena commented on the property on Sudderth. He asked about the property owners' pride of ownership and sense of community.

Zack Cook Village Attorney stated the case was cited into a Municipal Court and an Attorney in Albuquerque entered his appearance on it. He said his client was sick. He will be going to meet with him and work out a plan.

ADJOURNMENT:

With no further business for the Commission to consider, the meeting was adjourned at 4:01 pm.

MINUTES ARE DRAFT UNTIL APPROVED AT THE NEXT REGULAR MEETING

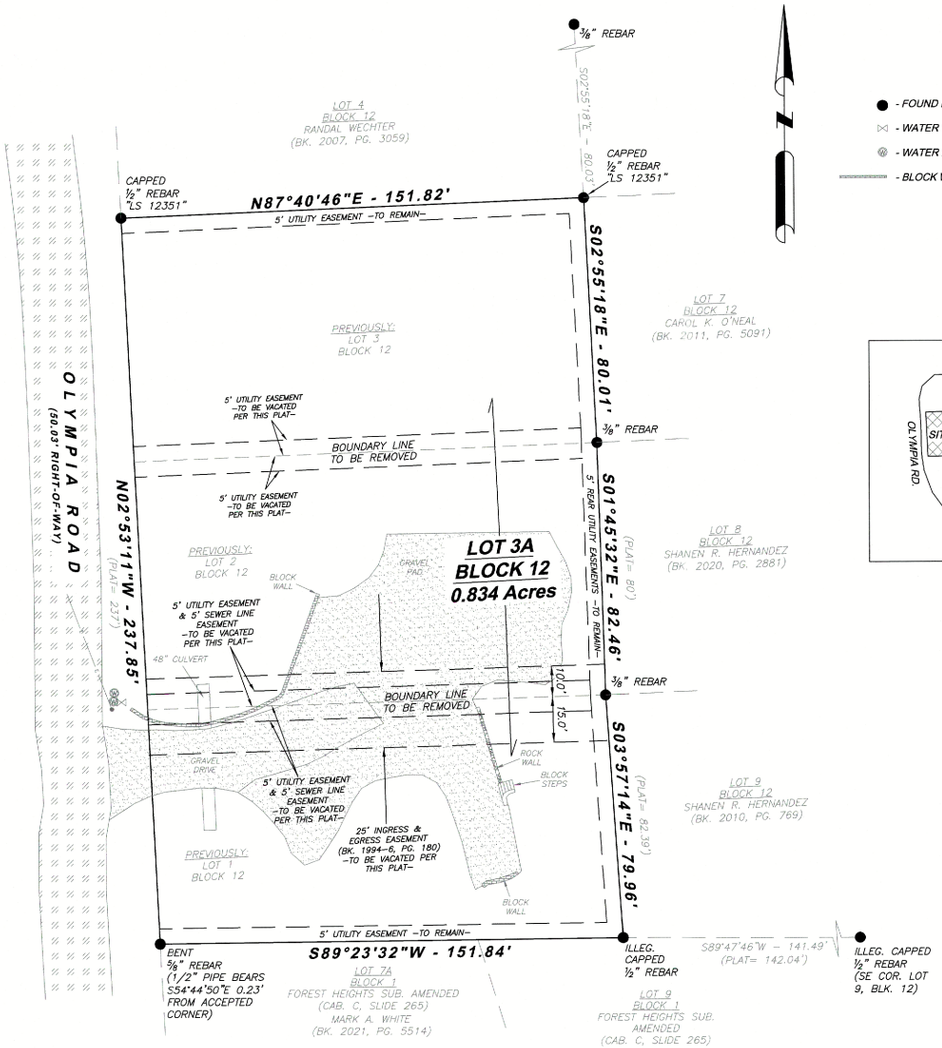
Passed and approved this _____ day of _____, 2026.

APPROVED: _____
Jacob Rigsby, Chairman

ATTEST: _____
Christopher Camacho, GIS Coordinator & Planner

BOUNDARY SURVEY REPLAT

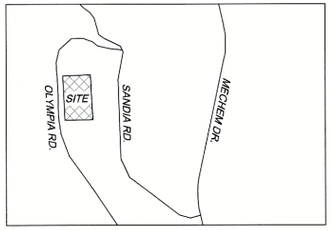
LOTS 1, 2, & 3, BLOCK 12, ALTO CREST SUBDIVISION, UNIT TWO
VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO



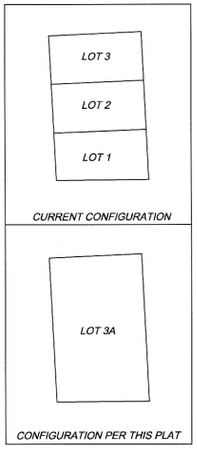
LEGEND

- FOUND MONUMENT AS NOTED
- WATER VALVE
- WATER METER
- BLOCK WALL
- UTILITY LINE W/POLE & ANCHOR
- ROCK WALL
- GRAVEL
- ASPHALT

VICINITY MAP
NOT TO SCALE



CONFIGURATION MAP
NOT TO SCALE



DESCRIPTION, FREE CONSENT AND DEDICATION:

BE IT KNOWN THAT RANDAL L. WECHTER & JANET WECHTER, HUSBAND AND WIFE, IS THE OWNER AND PROPRIETOR OF LOTS 1, 2, & 3, BLOCK 12, ALTO CREST SUBDIVISION, UNIT TWO AS DESCRIBED BY DEEDS RECORDED IN BOOK 2025, PAGE 4047; BOOK 382, PAGE 919; AND BOOK 2007, PAGE 3058 IN THE VILLAGE OF RUIDOSO, COUNTY OF LINCOLN AND STATE OF NEW MEXICO.

BE IT FURTHER KNOWN THAT THE UNDERSIGNED OWNER AND PROPRIETOR OF THE ABOVE DESCRIBED LOTS HAS CAUSED THE SAME TO BE REPLATTED WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRE INTO WHAT IS KNOWN AND SHOWN HEREON.

IN WITNESS THEREOF THE UNDERSIGNED OWNER HAS HEREUNTO SET HAND ON THIS _____ DAY OF _____, 2025.

_____ _____

RANDAL L. WECHTER **JANET WECHTER**

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025 BY **RANDAL L. WECHTER & JANET WECHTER**

MY COMMISSION EXPIRES:

_____

NOTARY PUBLIC

APPROVAL BY VILLAGE OF RUIDOSO

APPROVED BY SUMMARY PROCEDURE IN LIEU OF PLANNING AND ZONING ACTION THIS _____ DAY OF _____, 2025.

ATTEST: _____ _____ _____

MAYOR VILLAGE CLERK PLANNING DIRECTOR

APPROVAL BY LINCOLN COUNTY ASSESSOR

THE LINCOLN COUNTY ASSESSOR'S OFFICE CERTIFIES THAT TAXES ARE PAID THROUGH THE CURRENT TAXABLE YEAR FOR PARCEL(S) SHOWN ON THIS PLAT.

_____ _____

LINCOLN COUNTY ASSESSOR DATE

APPROVAL BY UTILITY COMPANIES

AN EASEMENT IS RESERVED FOR ALL OVERHEAD/UNDERGROUND PUBLIC UTILITIES ON THE LANDS PLATTED HEREON. THIS EASEMENT INCLUDES THE RIGHT TO INGRESS & EGRESS ACROSS THE OWNER'S PROPERTY CONTAINING THE EASEMENT FOR REPAIR OR REPLACEMENT OF UTILITIES OR APPURTENANCES.

WINDSTREAM COMMUNICATIONS	OPT	11/24/2025
PNM	MGR	10/9/2025
ZIA NATURAL GAS	Systems Engine	8/21/2025
RUIDOSO WATER & SEWER DEPT.		
RUIDOSO FIRE DEPT.		
RUIDOSO STREET DEPT.		
RUIDOSO FORESTRY DEPT.		
RUIDOSO SOLID WASTE		

PURPOSE:

THE PURPOSE OF THIS SURVEY IS TO **COMBINE LOTS 1, 2, 3, BLOCK 12, ALTO CREST SUBDIVISION, UNIT TWO** CREATING LOT 3A AS SHOWN HEREON.

AND

THE PURPOSE OF THIS SURVEY IS TO ALSO VACATE 5' UTILITY EASEMENTS AS GRANTED BY THE ORIGINAL SUBDIVISION AS SHOWN HEREON.

AND

THE PURPOSE OF THIS SURVEY IS TO ALSO VACATE ALL EASEMENTS AS DESCRIBED IN BOOK 1994-6, PAGE 180.

BASIS OF BEARING:

BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO CENTRAL ZONE" NAD 1983 (2011) AS DERIVED FROM GPS/GNSS OBSERVATIONS. GRID TO GROUND SCALE FACTOR = 1.0003852451. DISTANCES ARE SURFACE VALUES. ELEVATIONS ARE NAVD 88 VALUES USING THE GEOID 18 MODEL, WITH A PROJECT HEIGHT OF 7140' AMSL.

FLOOD ZONE:

THESE PROPERTIES ARE LOCATED IN FLOOD ZONE X as shown on the FEMA, Flood Insurance Rate Map, Community-Panel Number: 35027C1895D. Map Effective: NOVEMBER 16, 2011.

NOTES:

1) RECORD AND FIELD MEASUREMENTS SIMILAR UNLESS OTHERWISE NOTED.

2) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

3) THIS SURVEY IS BASED ON MONUMENTS FOUND IN PLACE.

4) SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS OF RECORD AND IN OPEN VIEW AND LINCOLN COUNTY PROPERTY TAXES.

INDEXING INFORMATION FOR COUNTY CLERK

OWNERS:
RANDAL L. WECHTER & JANET WECHTER
(BK. 2025, PG. 4047; BK. 382, PG. 919; BK. 2007, PG. 3058)

UPC:
4072206103650 9; 4407206103650 1; 4072061036493

REFERENCE DOCUMENTS:
ALTO CREST SUB., UNIT TWO (CAB. B, SLIDE 198A)
FOREST HEIGHTS SUB. AMENDED (CAB. C, SLIDE 265)

SECTION:
SECTION 3, TOWNSHIP 11 S, RANGE 13 E, N.M.P.M.

ACREAGE:
LOT 3A: 0.834 ACRES

SURVEYOR'S CERTIFICATION

I, LUIS LANDAVERDE, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT I DIRECTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO. IN WITNESS WHEREOF I HEREUNTO SET HAND AND AFFIX MY OFFICIAL SEAL

THIS 10th DAY OF December 2025.

LUIS LANDAVERDE N.M.P.S. NO. 26407

LUIS E. LANDAVERDE NEW MEXICO 26407 PROFESSIONAL SURVEYOR

30 0 30 60

SCALE: 1"=30'

LT Surveying LLC
LTSURVEYING.COM
415 MECHEM DRIVE
RUIDOSO, NM 88345
575-840-9532

FILING AND RECORDING

DRAWN BY:	FIELD DATE	PAGE:	W(
SP	AUGUST 8, 2025	1 OF 1	25

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 4.

To:

Presenter(s): Christopher Camacho,GIS/Planner

Meeting Date: April 16, 2026

Re: Discussion and Possible Action on Recommendation from Planning and Zoning Committee on Vacation of Easements Case #EV2026-01, with the Pending Replat of Properties Located at 110 Tennis Ct (Tract A, Block 2), 111 Tennis Ct (Tennis Court Tract, Block 2) and 106 Scenic Dr (Lot 4A, Block 2) of the Juniper Hills Subdivision.

Item Summary:

Discussion and Possible Action on Recommendation from Planning and Zoning Committee on Vacation of Easements Case #EV2026-01, with the Pending Replat of Properties Located at 110 Tennis Ct (Tract A, Block 2), 111 Tennis Ct (Tennis Court Tract, Block 2) and 106 Scenic Dr (Lot 4A, Block 2) of the Juniper Hills Subdivision.

Financial Impact:

None.

Item Discussion:

Dennis Rich of behalf of Charles & Brenda Terry and Mark & Jolie Foster, is requesting to vacate a portion of a Utility Easement with the pending Replat of properties located at 110 Tennis Ct (Tract A, Block 2), 111 Tennis Ct (Tennis Court Tract, Block 2) & 106 Scenic Dr (Lot 4A, Block 2) of the Juniper Hills Subdivision.

Recommendations:

To Approve Recommendation from Planning and Zoning Committee on Vacation of Easements Case #EV2026-01, with the Pending Replat of Properties Located at 110 Tennis Ct (Tract A, Block 2), 111 Tennis Ct (Tennis Court Tract, Block 2) and 106 Scenic Dr (Lot 4A, Block 2) of the Juniper Hills Subdivision.

ATTACHMENTS:
02.03.26 EV2026-01 CASE STUDY 110 Tennis Ct.pdf
Planning Commission 02.03.26 Minutes.pdf
SIGNED Aye letter 2026-01-EV.pdf
EV2026-01 Driveway Easement.pdf

Planning Commission

Village Hall – 313 Cree Meadows Drive, Ruidoso, New Mexico 88345

Case Report – Easement Vacation #EV-2026-01

Subject Property: 110 Tennis Court
Zoning: R-1 Single Family Residential District
Property Size (Approx.): 352,269.72 sq. ft. (8.087 acre)
Property Dimensions (Asymmetric Approx.):
Width: 860' **Length:** 1062'

Legal Description: Tract A, Block 2
Subdivision: Juniper Hills
Applicant: Mark & Jolie Foster
Hearing Date: February 3, 2026

Subject Property: 111 Tennis Court
Zoning: R-1 Single Family Residential District
Property Size (Approx.): 82,649 sq. ft. (1.90 acre)
Property Dimensions (Approx.):
Width: 194' **Length:** 420'

Legal Description: Tennis Court Tract, Block 2
Subdivision: Juniper Hills
Applicant: Mark & Jolie Foster
Hearing Date: February 3, 2026

Subject Property: 106 Scenic Drive
Zoning: R-1 Single Family Residential District
Property Size (Approx.): 48,296 sq. ft. (1.11 acre)
Property Dimensions (Approx.):
Width: 250' **Length:** 228'

Legal Description: Lot 49, Block 2
Subdivision: Juniper Hills
Applicant: Charles & Brenda Terry
Hearing Date: February 3, 2026

Applicable Sections of Village Code:

- Sec. 54-69. – R-1 Single Family Residential District
- Sec. 54-102. – Vacation

I. REQUEST: - Dennis Rich of behalf of Charles & Brenda Terry and Mark & Jolie Foster, is requesting to vacate a portion of a Utility Easement with the pending Replat of properties located at 110 Tennis Ct (Tract A, Block 2), 111 Tennis Ct (Tennis Court Tract, Block 2) & 106 Scenic Dr (Lot 4A, Block 2) of the Juniper Hills Subdivision.

II. DOCUMENTATION:

File No. _____

Village of Ruidoso
Planning & Zoning Application

Check all that apply

- [ ] 54-62 Appeal to Council
- [ ] 54-64 Amendment
- [ ] 54-67 Site Plan
- [ ] 54-70 Annexation
- [ ] 54-283 (c) Final Plat
- [ ] 54-335 Floodplain Development Permit
- [ ] 54-377 (a) Airport Hazard Zone Permit
- [ ] other
- [ ] 54-63 (f) Zoning Permit
- [ ] 54-65 Rezoning
- [ ] 54-68 Conditional Use
- [ ] 54-283 (a) Sketch Plat
- [ ] 54-283 (f) Corrected Plat or Resubdivision
- [ ] 54-336 (a) Floodplain Variance
- [ ] 54-377 (d) Airport Hazard Zone Variance
- [ ] 54-63 (g) Certificate of Zoning Compliance
- [ ] 54-66 Variance
- [ ] 54-69 Planned Unit Development
- [ ] 54-283 (b) Preliminary Plat
- [ ] 54-284 (b) Minor Subdivisions
- [ ] 54-336 (b) or (c) Floodplain Appeal
- [ ] 54-379 Airport Hazard Zone Appeal

Names & Contact Information — Please check preferred method of contact

Applicant Mark & Jolie Foster Charles & Brenda Terry	[ ] Mailing Address	[ ] Phone	[ ] Email	Interest in Property
Agent	[ ] Mailing Address	[ ] Phone	[ ] Email	Interest in Property
Owner, if other than Applicant	[ ] Mailing Address	[ ] Phone	[ ] Email	Interest in Property
Surveyor Dennis Rich Sierra Blanca Land Surveys	[ ] Mailing Address	[ ] Phone 575-937-5996	[ ] Email	Interest in Property
Engineer	[ ] Mailing Address	[ ] Phone	[ ] Email	Interest in Property
Developer, if other than Applicant	[ ] Mailing Address	[ ] Phone	[ ] Email	Interest in Property
Builder/general contractor	[ ] Mailing Address	[ ] Phone	[ ] Email	Interest in Property

Location of Request

Street Address	Major Cross Streets	Subdivision	Lot(s)/Tract(s)	Block
110 Tennis Court & 106 Scenic Drive		Juniper Hills	Tract A, Tennis Court Tract & Lot 4A	2

Project Details (complete all that apply)

Present Zoning	Existing Setbacks				Existing Lots	Exist. Dwelling Units	Area (sq. ft.)
	Front	Rear	Left	Right			
Proposed Zoning	Proposed Setbacks				Proposed Lots	Proposed DU	Area (Acres)
	Front	Rear	Left	Right			

Off Street Parking	Flood Plain 100 Yr. Elev.	1st Floor Elev.	Water Source [ ] public [ ] private	Sewer [ ] public [ ] private
Indoor Outdoor Total			Permit No.	Permit No.

Request (use separate sheet if necessary)

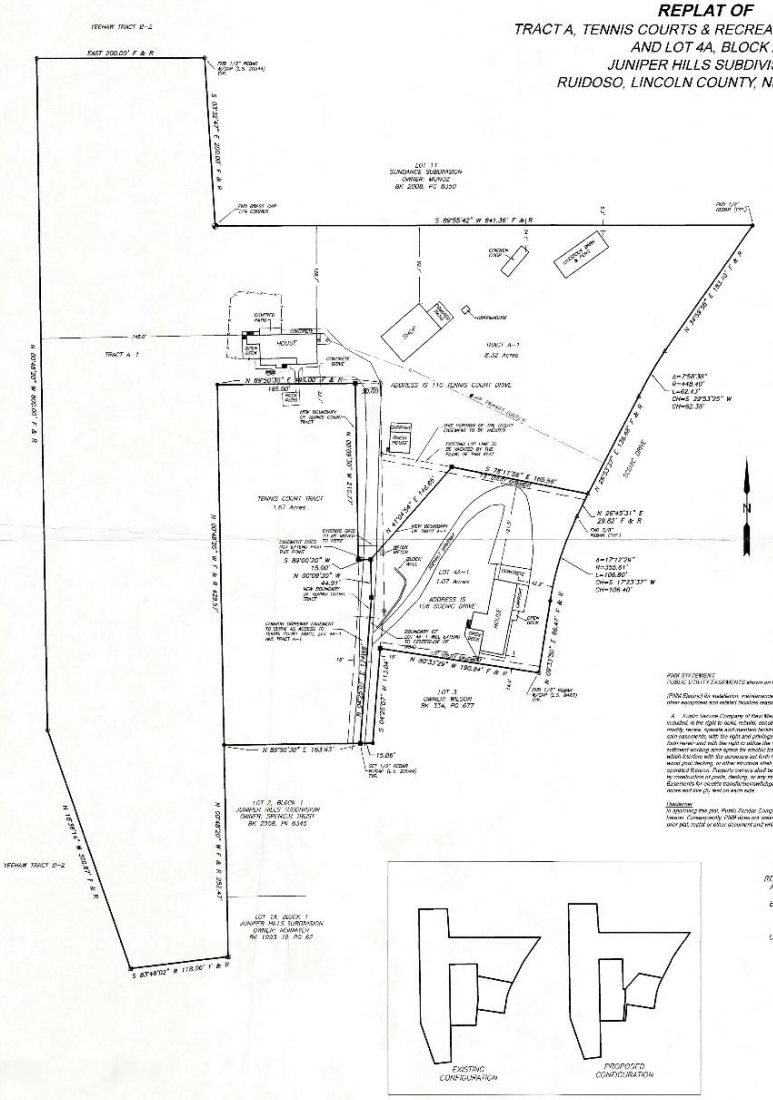
Description
Vacate a portion of utility easement on side lot lines
Justification

Applicant Signature — Date

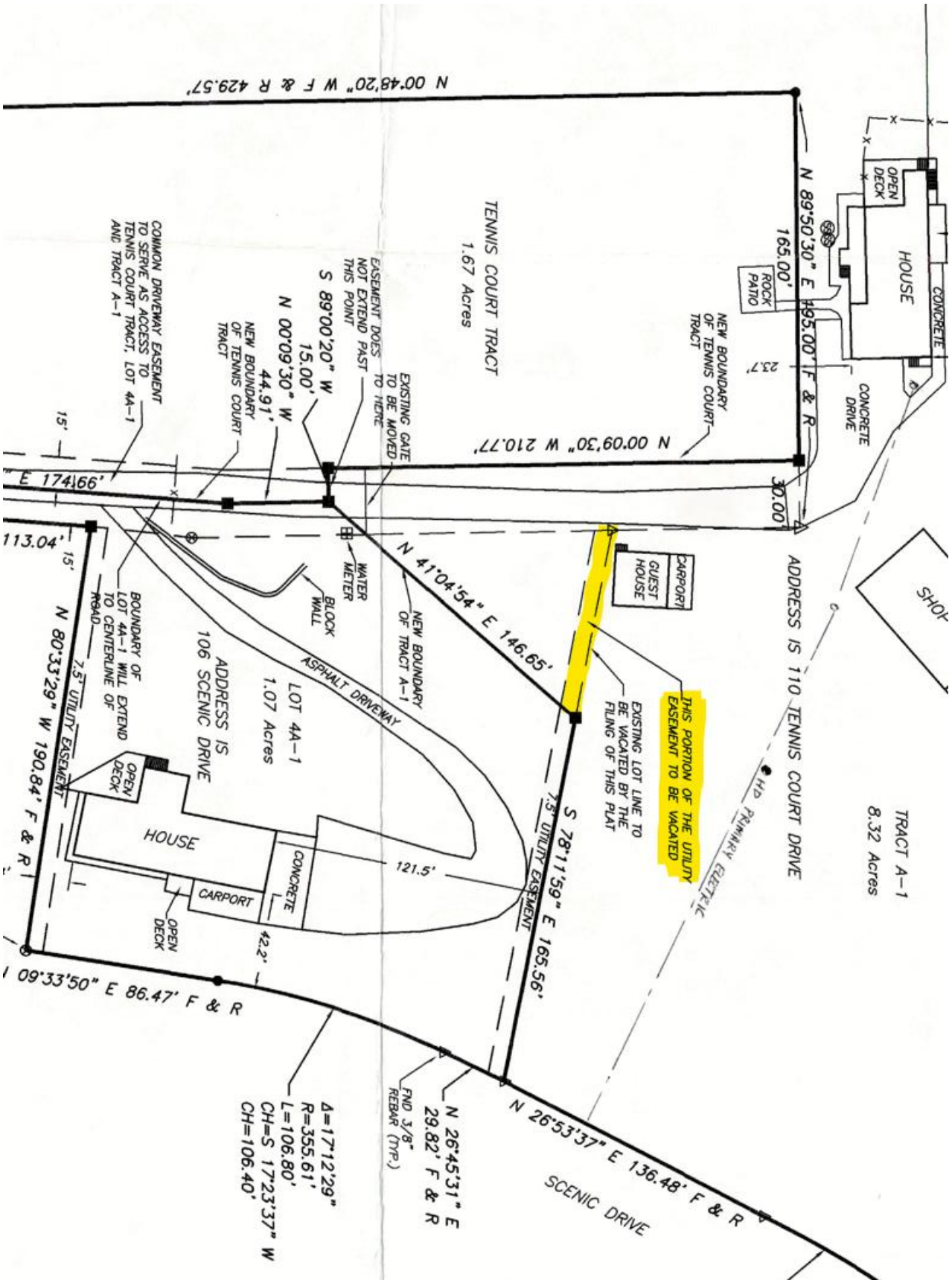
Dennis E. Rich — 12/05/25

Application form.doc — May 27, 2009 — 11:03 AM

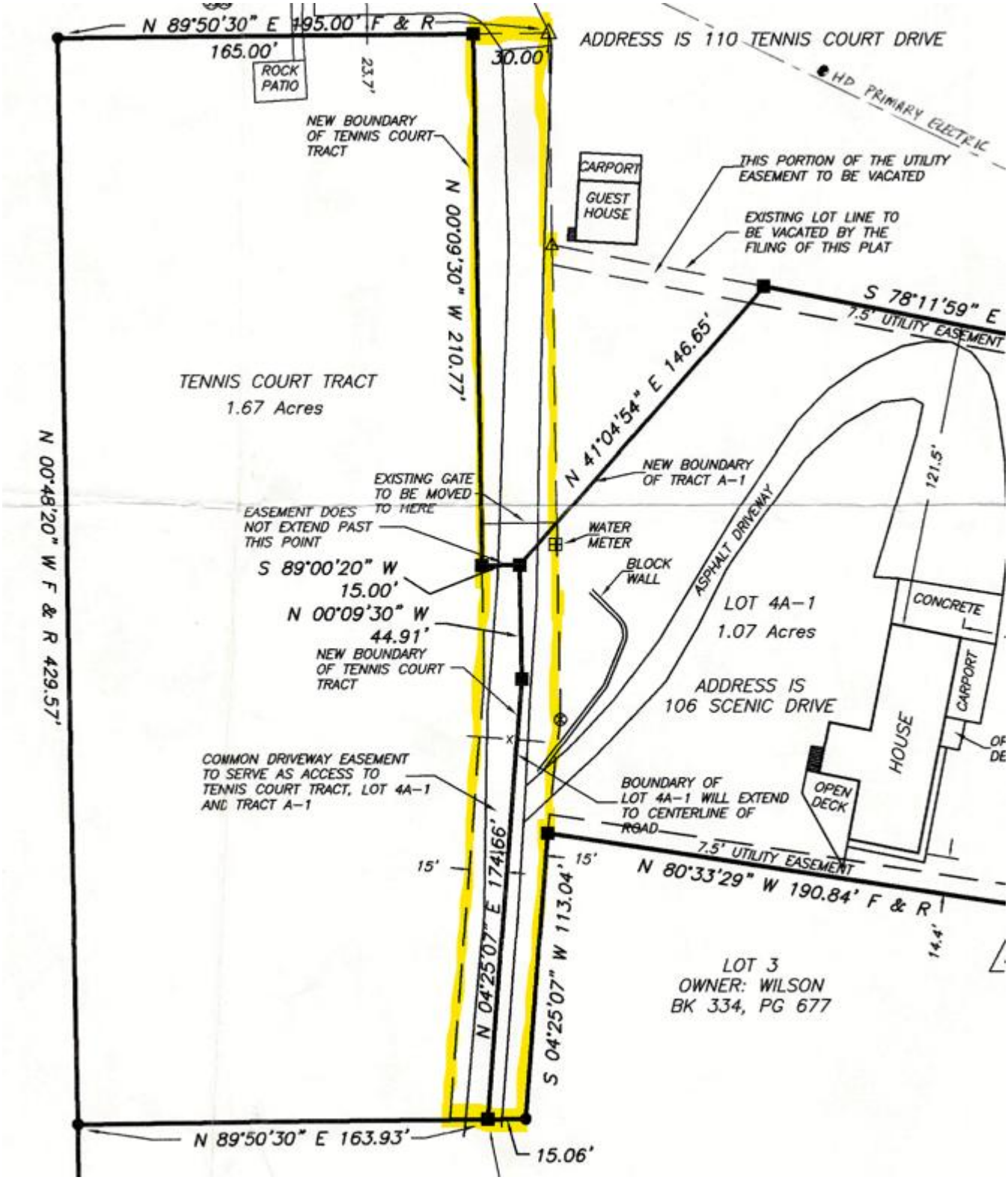
REPLAT OF
TRACT A, TENNIS COURTS & RECREATION AREA TRACT
AND LOT 4A, BLOCK 2,
JUNIPER HILLS SUBDIVISION
RUIDOSO, LINCOLN COUNTY, NEW MEXICO


TEEHAM TRACT B-2
EAST 200.03' F & R
LOT 11
SUNDANCE SUBDIVISION
OWNER: MUNOZ
BK 2008, PG 8250
S 89°55'42" W 641.36' F &R
TRACT A-1
8.32 Acres
TRACT A-1
1.67 Acres
TENNIS COURT TRACT
LOT 4A-1
1.07 Acres
ADDRESS IS
108 SIDONI DRIVE
ADDRESS IS 110 IDAHO COURT DRIVE
LOT 3
CAMPBELL WILSON
Bk 334, PG 877
LOT 2, BLOCK 1
JUNIPER HILLS SUBDIVISION
OWNER: SPRINGER TRUST
BK 2008, PG 8345
LOT 1A, BLOCK 1
JUNIPER HILLS SUBDIVISION
OWNER: HOWELLS
Bk 1023, PG 62
TEEHAM TRACT B-2
N 89°50'30" E 165.00' F & R
S 89°50'30" W 15.00'
N 89°09'30" W 44.91'
S 87°48'02" W 118.06' F & R
N 16°58'15" W 203.47' F & R
N 89°50'30" E 163.93'
15.06'
N 00°53'29" W 180.84' F & R
S 00°53'29" E 184.47' F & R
N 89°53'07" E 180.67' F & R
N 89°55'42" E 183.10' F & R
S 78°11'36" E 190.56'
N 26°45'31" E
29.82' F & R
R=171.76'
N=255.01'
L=106.80'
CHW=S 173°33'37" W
CHD=106.40'
R=758.30'
Δ=8°48.45"
L=62.43'
CHW=S 29°33'25" W
CHD=62.38'
N 89°53'07" E 180.67' F & R
N 89°50'30" E 165.00' F & R
S 89°50'30" W 15.00'
N 89°09'30" W 44.91'
N 00°53'29" W 180.84' F & R
S 00°53'29" E 184.47' F & R
N 89°53'07" E 180.67' F & R
N 89°55'42" E 183.10' F & R
S 89°55'42" W 641.36' F & R
N 00°53'29" W 369.31' F & R
N 89°50'30" E 165.00' F & R
S 89°50'30" W 15.00'
N 89°09'30" W 44.91'
S 87°48'02" W 118.06' F & R
N 16°58'15" W 203.47' F & R
N 89°50'30" E 163.93'
15.06

PLAT DETAIL OF EASEMENT VACATION:



PLAT DETAIL OF PRIVATE DRIVEWAY:

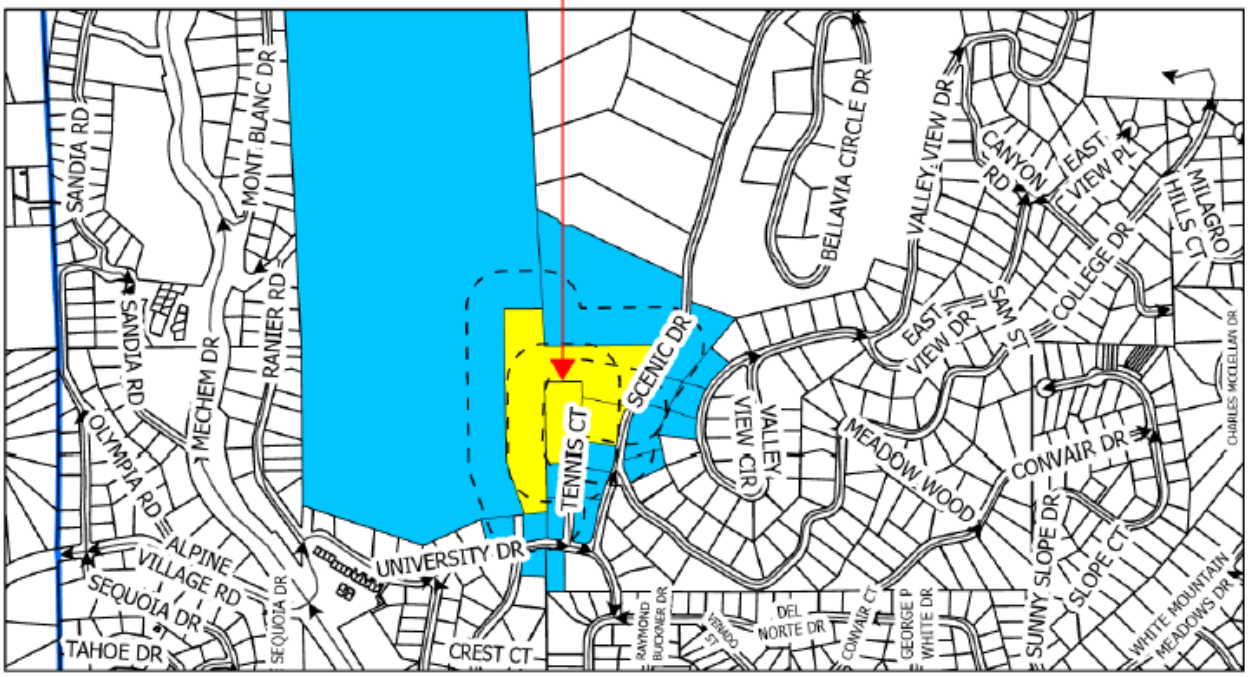


III. NOTIFICATION AREA MAP

Planning Case EV 2026-01

Dennis Rich on behalf of Charles & Brenda Terry and Mark & Jolie Foster, is requesting to vacate a portion of a Utility Easement with the pending Replat of properties located at 110 Tennis Ct (Tract A, Block 2), 111 Tennis Ct (Tennis Court Tract, Block 2) & 106 Scenic Dr (Lot 4A, Block 2) of the Juniper Hills Subdivision.

Notifications are sent to property owners within 200' of the request and are shown as blue lots on the map below.



Legend

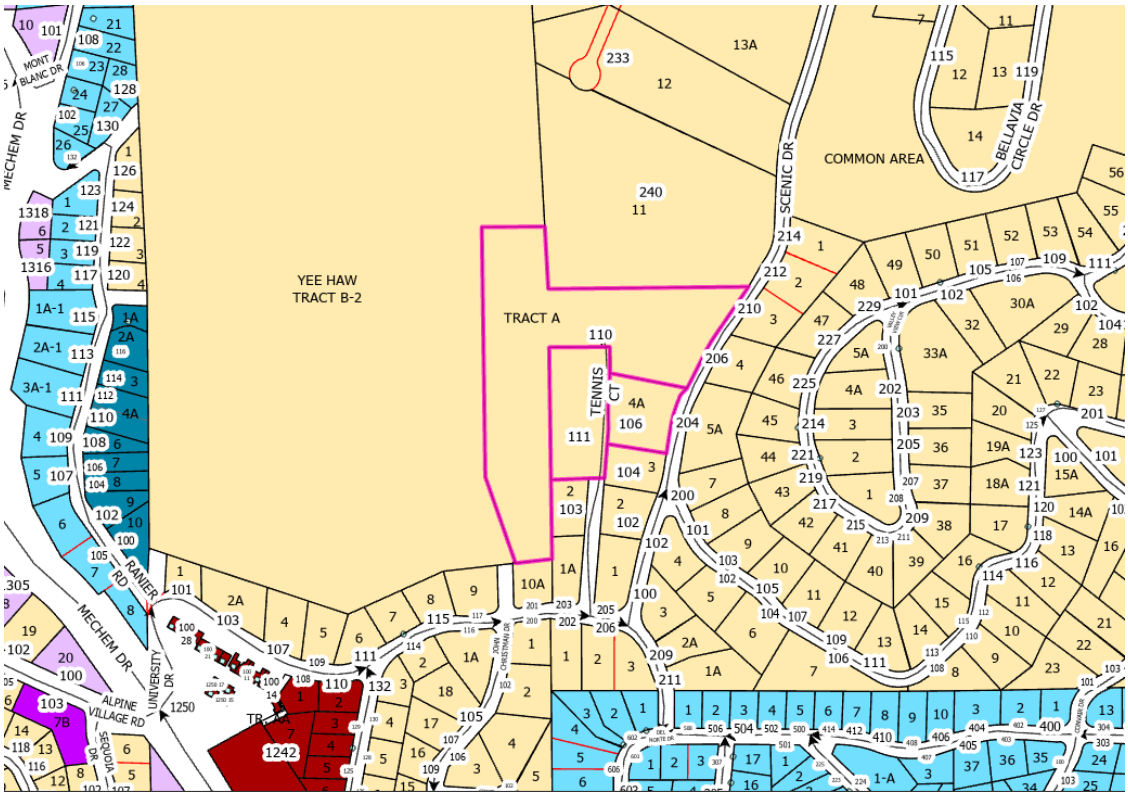
GONUM
- Applicant
- Properties within 200 ft
- 110 Tennis Ct Buffer

GONUM
- Applicant
- Applicant
- Applicant
- Properties within 200 ft
- Parcels
- VOR_Boundary
- Roads_Layer



IV. AREA ZONING

Direction	Zoning	Existing Land Use
North	R-1	Yee Haw Tract. Undeveloped land
East	R-1	210 & 206 Scenic DR. Undeveloped land
South	R-1	103 &104 Tennis Court – Single Family home.
West	R-1	Yee Haw Tract. Undeveloped land



VOR.DBO.Zoning_Districts

ZONING

- AR-1 Agricultural Residential District
- C-1 Neighborhood Commercial District
- C-2 Community Commercial District
- C-3 Midtown Commercial District
- C-4 Heavy Commercial District
- I-1 Industrial District
- M-1 Low-Denisty Mobile Home District
- M-2 Medium-Density Mobile Home District
- PUD Planned Unit Development District
- PUD-C Planned Unit Development Commercial District
- PUD-M Planned Unit Development Mixed District
- R-1 Single-Family Residenital District
- R-2 Two-Family Residential District
- R-3 Multiple-Family Residential District
- R-4 High-Density Residential District

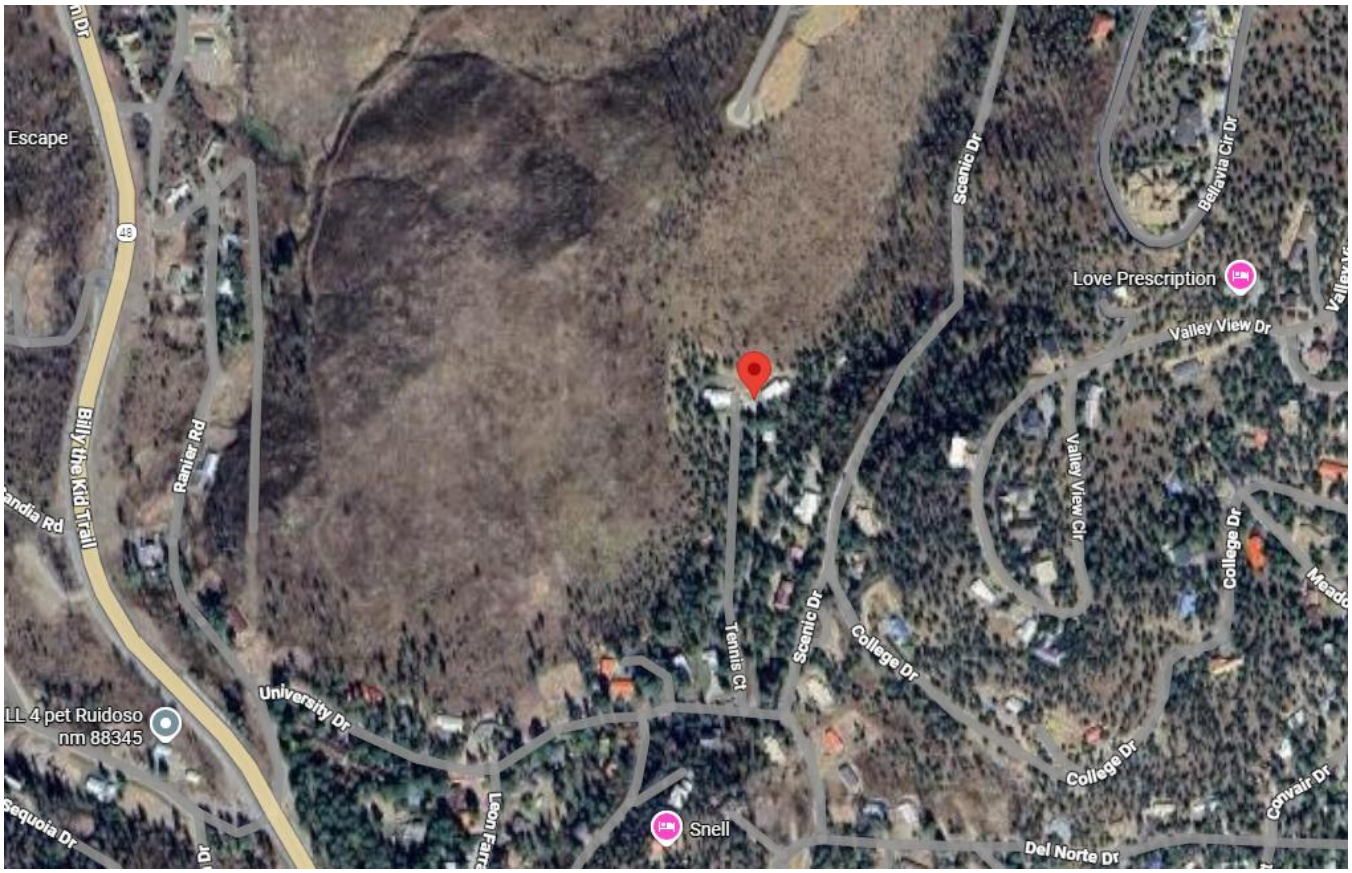
V. CURRENT SITE LOCATION

View from from Google Maps:



Aerial View from Google Maps:





VI. APPLICABLE MUNICIPAL CODE REFERENCES

Sec. 54-69. Residential Districts.

(a) R-1 Single-Family Residential District

((1) Purpose; maximum density. The purpose of the R-1 single-family residential district is to provide for the development, at a low density, of single-family detached dwellings and directly related complementary uses. The district is intended to be strictly residential in character with a minimum of disturbance due to traffic or overcrowding.

Sec. 54-102. Vacation.

(a) Vacation criteria. Vacation (closing) is the method by which land used to provide access for the movement of people, goods, drainage, utilities (surface or subsurface), vehicles and services is closed to those uses. Anyone (including the village) may request a vacation. A vacation may be approved if it is determined that:

(1) There is no convincing evidence that any substantial property right is being abridged against the will of the owner of that right; and

(2) The public welfare is not served by retaining the way or easement; or

(3) The development made possible by the vacation results in a net benefit to the public welfare which is clearly more beneficial to the public welfare than the minor detriment resulting from the vacation.

(b) Partial vacation. Vacation may not result in closure of all uses. For example, public access may be closed while utility access through creation of a defined utility easement is retained.

(c) Preapplication discussion. Applicant shall meet with the planning administrator prior to submitting a formal application.

(d) Application contents. Applicant shall submit a formal application for vacation of right-of-way or easement to the planning administrator along with the appropriate application fee as set forth in Appendix A to this Code. Include the following items with the application:

(1) A right-of-way or easement survey meeting the standards of NMAC 12.8.2.13 (New Mexico Administrative Code) showing the area to be vacated and the surrounding properties.

(2) Certification that the applicant has notified all property owners within the notification area as set forth in section 54-93. Certification may be documentation provided by the postal service or a notarized statement from the applicant.

(3) The location, description and ownership of all utilities within the proposed vacation area.

(4) Statements from all utility companies stating their agreement to the proposed vacation and specifying any conditions of approval. These shall be on company letterhead with the title of the person signing the letter.

(5) Statements from property owners within the notification area identifying their position on the proposed vacation. These may be in letter form signed by the property owner. It is not necessary to obtain a letter from every property owner within the notification area. The intent of this requirement is to provide an early indication of either support for or objection to the proposed action. It is in the applicant's best interest to have met with or discussed the action with neighboring property owners and obtained their agreement to the proposed action prior to submitting a formal application to the village.

(6) In the event the parcel vacated exceeds the sum of $2,500.00 in value based on the acquisition fee schedule set forth in Appendix A, the applicant shall also comply with the provisions of NMSA 1978 § 13-6-2 and the applicable regulation(s) of the state board of finance (a copy of the statute and regulations are available in the village planning department).

(e) Staff review of application and scheduling for review and action by planning commission. Planning department staff will review the application and advise the applicant when it is complete. The planning staff shall then prepare a staff report and forward a draft copy to the applicant for review. The application will be heard as a regular item at the next planning commission meeting scheduled at least 14 days after completion of the staff report.

(f) Notification. The planning department staff shall provide notice of the planning commission meeting at which the application is scheduled to be discussed and voted on as specified in section 54-93.

(g) Planning commission action. The planning commission shall hear the case and vote to recommend that the governing body authorize the vacation and sale with conditions, vote to recommend that

governing body reject the vacation application or vote to forward the application to governing body with no recommendation.

(h) Governing body action. The planning department shall forward the recommendation of the planning commission to the village clerk along with a request to schedule the application for review and action by governing body. The village clerk, in consultation with the mayor and village manager, shall schedule the application for review and action by the governing body. The application shall be heard as a regular item after at least 30 days public notice in newspapers of general circulation in the state. The planning staff shall provide the village clerk with all pertinent information, including minutes of the planning commission meeting at which the item was discussed and voted on, in sufficient time prior to the meeting at which the item will be discussed by governing body so that the information may be included in the councilmembers' briefing books.

(i) Finalization of vacation and sale. If governing body votes to approve the vacation and authorize sale of the land, the planning department staff shall coordinate the preparation, signing and recording of the appropriate documents. The applicant's surveyor or engineer shall provide all required legal descriptions and drawings. For those vacations that will require state board of finance review prior to completing the vacation, the applicant or other eligible adjoining property owner shall obtain an appraisal and pay the appropriate acquisition fee as determined by the appraisal. Should the appraised value of the right-of-way be more than ten percent less than the value set forth in Appendix A, the village may obtain another appraisal and the value of the right-of-way shall be the average of the two appraisals. If the village decides not to seek a second appraisal, the value of the right-of-way shall be the average of the applicant's appraisal and the value set forth in Appendix A.

VII. STAFF ANALYSIS AND RECOMMENDATION

Upon review of the application, staff finds the Easement Vacation request for the proposed Replat of properties zoned R-1 does not appear to adversely impact the health, safety, or general welfare of the occupants of surrounding lands and the public welfare is not served by retaining the easement.

The following conditions are hereby recommended:

1. A formal Utility Easement document is drafted and recorded with the Lincoln County Clerk granting access and maintenance rights for the area encompassing the private driveway at 110 Tennis Ct (Tract A, Block 2), 111 Tennis Ct (Tennis Court Tract, Block 2) & 106 Scenic Dr (Lot 4A, Block 2) of the Juniper Hills Subdivision.
2. The provision for access keys or access codes is written into the formal Utility Easement document to be recorded with the Lincoln County Clerk.
3. Access keys or access codes are provided and maintained current to all Utility providers in the event of gate installation anywhere along the private driveway coinciding with the new Utility Easement.
4. Statements from all utility companies stating their agreement to the proposed vacation and specifying any conditions of approval. These shall be on company letterhead with the title of the person signing the letter.

VIII. CONCLUSION AND FINDINGS OF FACTS

The Planning Commission has the following options:

1. **Approval** of Easement Vacation Request, with reasons stated in the motion, granting the requested conditional use.
2. **Require modifications** to Easement Vacation Request, and have it returned for Planning Commission review at the next meeting.
3. **Deny** the Easement Vacation Request with reasons and conditions.

Approval of a Easement Vacation request requires a 2/3 majority vote of those members of the Planning Commission present. The reasons for either approval or rejection must be stated in the findings of fact and motion.

Suggested Motion:

"Based upon the foregoing findings of fact per §54-69, and §54-102 of the Village Code, I move to recommend **APPROVAL** by the Planning Commission to recommend the Ruidoso Village Council authorize the Vacation request for Case #EV-2026-01 to the with the conditions stated in the case report."

Prepared & Submitted by:

Christopher D. Camacho

GIS Coordinator/Planner

# # #

By signing below, the Owner/Applicant agrees to comply with all the conditions adopted by the Planning and Zoning Commission ("the Commission") at its hearing on this application. The Owner/Applicant further agrees that no changes to the plans presented to the Commission will be made without prior approval from village staff or the Commission. Failure to comply with the application as approved by the Commission may result in Court action or revocation of approval.

_____

Owner/ Applicant Date

VILLAGE OF RUIDOSO PLANNING COMMISSION
REGULAR MEETING
Tuesday, February 3, 2026

CALL TO ORDER AND ROLL CALL:
Chairman Rigsby called the regular meeting to order at 2:00 PM. Commissioners Hall, Rigsby, and Byars were present. Commissioner Michelena was present via Zoom. Commissioner Baugh, Williams and Richardson were recorded as absent. The Village staff present were Alex Koenig, Community Development Director; Chris Camacho, GIS Coordinator & Planner; Zach Cook, Village Attorney, Lynn Crawford, Village Mayor via ZOOM and Ron Sena, Village Manager.

DECLARATIONS OF CONFLICT OF INTEREST:
None were stated.

CERTIFICATION OF COMPLIANCE WITH RESOLUTION 2026-01:
Alex Koenig certified that the notice of the meeting was posted in accordance with Resolution 2026-01 and section 54-93 of the Village Municipal Code.

APPROVAL OF AGENDA:
Commissioner Byars made a motion to approve the agenda, seconded by Commissioner Hall.
Mr. Camacho called roll to record votes:
Commissioner Hall: Aye
Commissioner Michelena: Aye
Commissioner Rigsby: Aye
Commissioner Byars: Aye
Motion carried with all Ayes.

APPROVAL OF MINUTES:
Commissioner Hall made a motion to approve the minutes of the regular meeting for December 2, 2025, seconded by Commissioner Byars.
Mr. Camacho called roll to record votes:
Commissioner Hall: Aye
Commissioner Michelena: Aye
Commissioner Rigsby: Aye
Commissioner Byars: Aye
Motion carried with all Ayes.

Commissioner Byars made a motion to approve the minutes of the regular meeting for January 8, 2026, seconded by Commissioner Hall.
Mr. Camacho called roll to record votes:
Commissioner Hall: Aye
Commissioner Michelena: Aye
Commissioner Rigsby: Aye
Commissioner Byars: Aye
Motion carried with all Ayes.

PUBLIC INPUT: (Limited to items, not on Public Hearing Agenda and up to 3 minutes per speaker).

Dawn McGlasson asked to read a letter concerning 100 & 116 Nogal Place into the public record.

"Good afternoon, Chair Rigsby and members of the Planning Committee.
My name is Dawn McGiasson. I am here today to speak about process, accountability, and follow-through, specifically regarding the long-standing blighted property at 116 Nogal Place.
Last month, I appeared before this committee to address 100 Noga) Place, another blighted property that reflects a pattern of prolonged neglect. Over the past three years, I have come before this body on multiple occasions regarding both 100 and 116 Noga) Place.
Today, however, my comments are focused solely on 116 Noga) Place.
For more than three years, I have repeatedly raised the same concerns: the severely deteriorated condition of this property, the health and safety risks it poses, and its failure to meet community standards. It is my understanding that repeated inquiries and noncompliance notices have been issued and ignored, yet no meaningful follow-up or enforcement action has occurred.
During this time, I have made numerous calls, sent emails, and left voice messages for Code Enforcement Officer Robert Simpson during his employment with the Village, as well as the previous Deputy City Manager Michael Martinez. More recently, I have contacted Alex Koenig, Community Development Director, requesting updates, documentation, and clarification of enforcement actions. I have also submitted an Inspection of Public Records Act (IPRA) request seeking a record of my communications with these officials regarding this property.
Mr. Koenig's response indicated that the owners-or the Yates Trust-have been directed to apply for a Vacant Property Permit as a proposed solution.
However, this property has been vacant for many years-possibly as many as 10-and has been allowed to deteriorate significantly. It has become a habitat for skunks, raccoons, and other vermin, creating ongoing health and safety concerns for the surrounding neighborhood.
I also spoke with a local contractor who was hired by the owners to inspect the property. He informed me that nearly every component of the structure would require replacement, including the roof, plumbing, electrical, flooring, drywall, HV AC system, siding, windows, doors, deck, railings, fencing, foundation issues, and infestation remediation. His professional opinion was that the structure either needs to be demolished or would require an investment far exceeding its value to restore.
Despite these conditions, there has been no measurable progress, no clear timelines, and no documented enforcement outcomes that would bring this property into compliance with community standards.
I recently submitted specific written questions to Mr. Koenig requesting details regarding enforcement actions taken, inspection documentation, timelines, and next steps. After reviewing the response, I do not believe those questions were fully answered.
Specifically, the response did not identify:

• What enforcement actions, if any, have actually occurred to date; or
• Any inspection reports, including building inspections, property condition assessments, safety evaluations, or code enforcement records, despite my request being submitted as an IPRA request.
What concerns me most is not only the condition of this property, but the pattern it represents: repeated inquiries, repeated appearances before this committee, repeated acknowledgments-and yet no documented resolution or enforcement action over a three-year period.
So today, I am not here simply to restate the problem.
I am here to ask this committee to require accountability, transparency, and follow-through.
Thank you."

QUASI-JUDICIAL PUBLIC HEARING *(all parties with standing shall have an opportunity for cross-examination.)*

a) **Easement Vacation Approval Case #EV2026-01-** Dennis Rich on behalf of Charles & Brenda Terry and Mark & Jolie Foster, is requesting to vacate a portion of a Utility Easement with the pending Replat of properties located at 110 Tennis Ct (Tract A, Block 2), 111 Tennis Ct (Tennis Court Tract, Block 2) & 106 Scenic Dr (Lot 4A, Block 2) of the Juniper Hills Subdivision. **This item was tabled by the Commission at the January 8, 2026, meeting.**

Property owner, Mark Foster, was present for the public hearing and sworn in before the Planning Commission. Mr. Foster described the desired replat of the subject properties, and the desire to vacate an easement that is not utilized. Chairman Rigsby opened the discussion to Public Input. None were given and Public Input was closed. Commissioner Hall asked Mr. Foster if he was satisfied with the recommendations or conditions to allow for a utility easement on the property. Josh Long, Public Works Assistant Director, stated he is satisfied as long as the Village of Ruidoso is allowed easement access on the private driveway for water lines and other utilities.

Commissioner Hall motioned, based upon the foregoing finding of fact per section 54 – 69 and 54 - 102 of Village code, I move to recommend approval by the Planning Commission, to recommend to the Village Council to authorize the vacation request for case EV-2026-01 with the conditions stated in the case report. Commissioner Byars seconded the motion.

Mr. Camacho called roll to record votes:
Commissioner Hall: Aye
Commissioner Michelena: Aye
Commissioner Rigsby: Aye
Commissioner Byars: Aye
Motion carried with all Ayes.

b) **Easement Vacation Approval Case #EV2026-03-** Dennis Rich on behalf of Jason & Julia Lorenz is requesting to vacate Easements with the pending Replat of properties located at 475 Warwick Drive (Lot 36A, Block 3) and (Lot 36B, Block 3), of the Camelot Mountain Tracts, Ruidoso, New Mexico.

Chairman Rigsby asked if there was a representative present on behalf of the applicants. No

advocates were present.

Commissioner Hall motioned to table the public hearing until the next meeting for Case EV-2026-03 based on the fact that no advocate was present. Commissioner Michelena seconded the motion.

Mr. Camacho called roll to record votes:
Commissioner Hall: Aye
Commissioner Michelena: Aye
Commissioner Rigsby: Aye
Commissioner Byars: Aye
Motion carried with all Ayes.

c) Variance Approval Case #PV2026-02 - Ridgeline Cabins, LLC, requests approval of a variance to encroach 10 feet into the 15-foot front setback for the construction of a new single-family residence on property zoned R-1 Single-Family Residential District located at 109 Kilimanjaro Drive, Lot 15, Block 17, Unit 2, of the Alto Crest Subdivision.

Alex Koening stated the planning staff did not receive the full application in time for review.

Commissioner Hall motioned to table the public hearing until the next meeting for Case PV-2026-02. Commissioner Byars seconded the motion.

Mr. Camacho called roll to record votes:
Commissioner Hall: Aye
Commissioner Michelena: Aye
Commissioner Rigsby: Aye
Commissioner Byars: Aye
Motion carried with all Ayes.

d) Appeal of Administrative Determination- Chris and Dianna Goff are appealing the staff determination under Section 54-72(b) of the Village of Ruidoso Code that short-term rentals may not be permitted at 110 Horton Circle as the primary use of the property is commercial.

Chris Goff, Dianna Goff, and Manda Tomison (representative) were sworn in by the Planning Commission. Mr. Goff described the property as being a residential home converted into a duplex with a commercial storage unit facility at the back of the property. The dwelling is now being utilized as a short-term rental.
Chairman Rigsby opened the case to public input. No comments were made and public input was closed.
Alex Koenig stated the administrative decision was based upon the language in the Municipal Code. That regardless of what the zoning for a particular property would be, the short-term rental overlay applies to non-commercial residential properties. The understanding we had was that the primary use of that property was for the commercial use of the storage unit facility.

Commissioner Byars stated the property is zoned R-1. The commercial side of the property is pre-existing and whether or not the storage unit business should be shut down is another animal. As far as I can see, they're in compliance with the ordinance.
Chairman Rigsby commented the permitted non-conforming commercial use hasn't had a break in use. So, the storage unit operation is a moot point to a certain extent. We use the overlay zone in the map for the non-commercial residential property based off the zone in the Zoning Map.

Commissioner Michelena motioned, based upon the foregoing finding of fact per section 54 – 69, 54-72 and 54 - 93 of Village code, I move to approve the requested Appeal of Administrative Determination for the permitting of a short-term rental operation at 110 Horton Circle, Ruidoso, New Mexico, with the conditions stated in the case report. Commissioner Hall seconded the motion.

Mr. Camacho called roll to record votes:
Commissioner Hall: Aye
Commissioner Michelena: Aye
Commissioner Rigsby: Aye
Commissioner Byars: Aye
Motion carried with all Ayes.

NEW BUSINESS:

a) Review and discussion of draft Future Land Use Map (FLUM) to be included in the Comprehensive Plan update.

Samuel Hass, Planning Manager with AbleCity, joined the meeting via Zoom. Mr. Hass stated there is a need to focus on the language in the FLUM. Are members of the Commission comfortable with the descriptions and names of future use designations. Future exercises can involve figuring out where they would be on the map. The FLUM was reduced to seven categories from nine original draft categories.

1. Conservation Homesteads: low-density R-1 interface with natural areas.
2. Outdoor Recreation/Civic areas: Grindstone Lake, Eagle ballfields, the Links.
3. Regional Corridor: The Y-corridor, highway to Ruidoso Downs.
4. Alpine Living: up to half-acre lots. Less dense.
5. Pine to Path: communities closer to the Village core.
6. Old Mill District.
7. Industrial: Ag-tech, Airport, warehousing, large site, specialized infrastructure.

Mr. Koenig stated the next phase would be for Planning staff in cooperation with AbleCity, to draft the FLUM at either a granular parcel level or a general bubble map of the zones. The target date for this would be before June.

COMMUNITY DEVELOPMENT REPORT:

Mr. Koening reported that progress continues in the short-term rental software implementation. We will have a second consideration by Council for the revocation of an STR permit for the use of a fire pit. There was a demo of the internal inspection portal for us to use a cellphone to enter inspections information. We also continue to match up properties with owners and getting management companies aligned with the property owners. We are also making efforts toward enforcement concerning 100 and 116 Nogal Place. There is a pending court hearing next week in regard to 100 Nogal. We are notifying the owner at 116 Nogal they need to register in the vacant building program. Lastly, I want to acknowledge the service of Commissioner Williams. She has submitted her resignation. There will be an appointment with a new member at the Council meeting next week.

COMMISSIONER'S COMMENTS:

Chairman Rigsby asked about 603 Mechem. Mr. Koenig stated there was minor damage to one of the storage units and fencing due to fallen limbs related to the snow event. The fencing contractor is on-site, getting ready to do the safety fencing around each pad.

Zach Cook is meeting with the Attorney representing the Thunderbird property this week. One or more contractors have come into Village Hall to investigate the possibility of getting a demolition permit for that building. When the fire occurred, the structure was found to be structurally unsound.

ADJOURNMENT:

With no further business for the Commission to consider, the meeting was adjourned at 3:37 pm.

MINUTES ARE DRAFT UNTIL APPROVED AT THE NEXT REGULAR MEETING

Passed and approved this _____ day of _____, 2026.

APPROVED: _____
Jacob Rigsby, Chairman

ATTEST: _____
Christopher Camacho, GIS Coordinator & Planner

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

Mark & Jolie Foster
PO Box 583
Ruidoso, NM 88355

Charles & Brenda Terry
2020 Fringewood Drive
Midland, Tx 79707

February 4, 2026

Re: Easement Vacation Approval Request Case #EV 2026-01

Date of Hearing: February 3, 2026

Type of Request: Easement Vacation Approval Request

Applicants: Mark & Jolie Foster
Charles & Brenda Terry

Village Exhibit List:
1. Easement Vacation Application
2. Case Study
3. Replat Survey
4. Contact List

Posting and Legal Notice: January 16, 2026
Property Owners within 200': Letters mailed January 16, 2026

Approved [X] Denied [ ]

Commissioner Hall stated, based upon the foregoing findings of fact per §54-69, and §54-102 of the Village Code, I move to recommend **APPROVAL** by the Planning Commission to recommend the Ruidoso Village Council authorize the Vacation Request for Case #EV-2026-01 with the conditions stated in the case report. Seconded by Commissioner Byars

Record of Planning and Zoning Members Vote:

Bill Hall	Aye X	No__
Ron Michelena	Aye X	No__
Jacob Rigsby	Aye X	No__
Barton Byars	Aye X	No__

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

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The Planning Commission, during its public hearing, approved the Easement Vacation request and vote to recommend that the governing body (Ruidoso Village Council) authorize the vacation of easements with the pending Replat of properties located at 110 Tennis Ct (Tract A, Block 2), 111 Tennis Ct (Tennis Court Tract, Block 2) & 106 Scenic Dr (Lot 4A, Block 2) of the Juniper Hills Subdivision, Ruidoso, New Mexico, with the following conditions:

1. A formal Utility Easement document is drafted and recorded with the Lincoln County Clerk granting access and maintenance rights for the area encompassing the private driveway at 110 Tennis Ct (Tract A, Block 2), 111 Tennis Ct (Tennis Court Tract, Block 2) & 106 Scenic Dr (Lot 4A, Block 2) of the Juniper Hills Subdivision.
2. The provision for access keys or access codes is written into the formal Utility Easement document to be recorded with the Lincoln County Clerk.
3. Access keys or access codes are provided and maintained current to all Utility providers in the event of gate installation anywhere along the private driveway coinciding with the new Utility Easement.
4. Statements from all utility companies stating their agreement to the proposed vacation and specifying any conditions of approval. These shall be on company letterhead with the title of the person signing the letter.

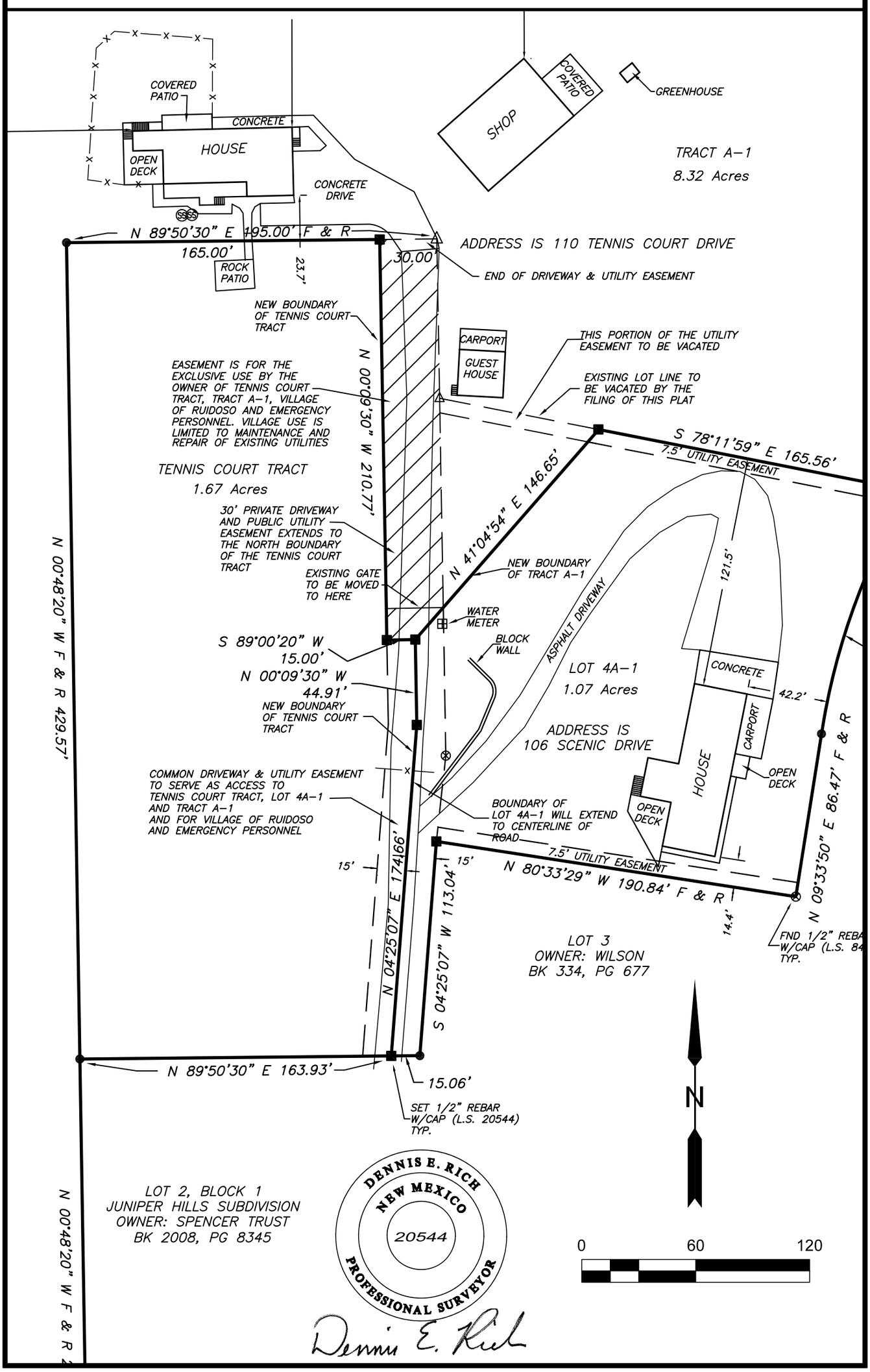
X Dennis Rich

If you have questions, please do not hesitate to contact me at (575) 258-4343 x 1061.

Cordially,

Christopher D. Camacho
Community Development GIS Coordinator & Planner

EXHIBIT A TO GRANT OF PRIVATE DRIVEWAY AND PUBLIC UTILITY EASEMENT WITHIN TRACT A-1, BLOCK 2, JUNIPER HILLS SUBDIVISION, RUIDOSO, LINCOLN COUNTY, NEW MEXICO



AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 5.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: April 16, 2026

Re: Discussion and Possible Action on Adoption of Resolution 2026-20, a Resolution Authorizing the Execution and Delivery of a Colonias Infrastructure Project Fund Grant Agreement by and Between the New Mexico Finance Authority (NMFA) and the Village of Ruidoso, in the Total Amount of $4,080,659.00, Evidencing an Obligation of the Grantee to Utilize the Grant Amount Solely for the Purpose of Financing the Costs of Designing and Constructing Four Destroyed Roadways to Restore Access to Neighborhoods and Local Access Points, and Solely in the Manner Described in the Grant Agreement; Providing for the Acceptance of a Grant Amount of $4,080,659.00; Certifying that the Grant Amount, Together with Other Funds Available to the Grantee, is Sufficient to Complete the Project; Approving the Form of and Other Details Concerning the Grant Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent with this Resolution; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Grant Agreement.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2026-20, a Resolution Authorizing the Execution and Delivery of a Colonias Infrastructure Project Fund Grant Agreement by and Between the New Mexico Finance Authority (NMFA) and the Village of Ruidoso, in the Total Amount of $4,080,659.00, Evidencing an Obligation of the Grantee to Utilize the Grant Amount Solely for the Purpose of Financing the Costs of Designing and Constructing Four Destroyed Roadways to Restore Access to Neighborhoods and Local Access Points, and Solely in the Manner Described in the Grant Agreement; Providing for the Acceptance of a Grant Amount of $4,080,659.00; Certifying that the Grant Amount, Together with Other Funds Available to the Grantee, is Sufficient to Complete the Project; Approving the Form of and Other Details Concerning the Grant Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent with this Resolution; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Grant Agreement.

Financial Impact:

Upon execution of the grant agreement, Finance will complete a budget adjustment to include the funds in the General Capital Improvements Fund's Capital Outlay - Projects line item (320-302-53006) in the amount of $4,080,659.00.

Item Discussion:

This grant is for Emergency design and construction of destroyed roadways.

- Brady Canyon
- Ponderosa Drive
- Maple Drive
- Ash Drive

Recommendations:

To Approve Adoption of Resolution 2026-20, a Resolution Authorizing the Execution and Delivery of a Colonias Infrastructure Project Fund Grant Agreement by and Between the New Mexico Finance Authority (NMFA) and the Village of Ruidoso, in the Total Amount of $4,080,659.00, Evidencing an Obligation of the Grantee to Utilize the Grant Amount Solely for the Purpose of Financing the Costs of Designing and Constructing Four Destroyed Roadways to Restore Access to Neighborhoods and Local Access Points, and Solely in the Manner Described in the Grant Agreement; Providing for the Acceptance of a Grant Amount of $4,080,659.00; Certifying that the Grant Amount, Together with Other Funds Available to the Grantee, is Sufficient to Complete the Project; Approving the Form of and Other Details Concerning the Grant Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent with this Resolution; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Grant Agreement.

ATTACHMENTS:
Resolution 2026-20.pdf

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF RESOLUTION NO. 2026-20 OF THE VILLAGE COUNCIL OF THE VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO, APRIL 16, 2026

STATE OF NEW MEXICO)
) ss.
COUNTY OF LINCOLN)

The Village Council (the "Governing Body") of the Village of Ruidoso, New Mexico (the "Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at Village Hall, 313 Cree Meadows Dr, Ruidoso, New Mexico 88345, being the meeting place of the Governing Body for the meeting held on the 16th day of April, 2026, at the hour of 1:00 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor: _____

Village Council: _____

_____

_____

_____

_____

_____

Absent: _____

_____

Also Present: _____

_____

_____

Thereupon, there were officially filed with the Village Clerk copies of a proposed Resolution and Colonias Infrastructure Project Fund Grant Agreement in final form, the proposed Resolution being as hereinafter set forth:

[*Remainder of page intentionally left blank.*]

VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO
RESOLUTION NO. 2026-20

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND GRANT AGREEMENT ("GRANT AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA" OR "GRANTOR")" AND THE VILLAGE OF RUIDOSO ("GRANTEE"), IN THE TOTAL AMOUNT OF $4,080,659, EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGING AND CONSTRUCTING FOUR DESTROYED ROADWAYS TO RESTORE ACCESS TO NEIGHBORHOODS AND LOCAL ACCESS POINTS, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; PROVIDING FOR THE ACCEPTANCE OF A GRANT AMOUNT OF $4,080,659; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the Colonias Infrastructure Board (the "CIB") is a public body duly organized and created under and pursuant to the laws of the State of New Mexico (the "State"), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, (the "Colonias Infrastructure Act" or the "Act"); and

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the "Fund") in the NMFA, to be administered by the NMFA to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, the Grantee is a community that is a Colonia within the meaning of Act; and

WHEREAS, the Grantee submitted an application dated November 11, 2025 for the Project; and

WHEREAS, the CIB has determined that the Project is a Qualified Project and that the Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on December 4, 2025 recommended to the NMFA that the Grantee receive financial assistance from the Fund in the form of the Grant, and the CIB has recommended that the NMFA enter into and administer the Grant Agreement; and

WHEREAS, the NMFA approved the Grant Amount from the Fund to the Grantee on December 11, 2025; and

WHEREAS, the Grantee has determined that it is in the best interests of the Grantee that the Grantee enter into a Grant Agreement with the NMFA to accept a grant in the amount of $4,080,659 from the NMFA to finance the costs of designing and constructing four destroyed roadways to restore access to neighborhoods and local access points, this project being more particularly described in the Term Sheet; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with the Local Match and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the constituent public they serve that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee, the CIB or the NMFA or a debt or pledge of the full faith and credit of the Grantee, the CIB, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Village Clerk this Resolution and the form of the Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Local Match is now available to the Grantee to complete the Project; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described, and according to the restrictions set forth, in the Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Resolution unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Resolution including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms not defined herein shall have the meaning given them by the Grant Agreement.

"Authorized Officers" means, any one or more of the Mayor, Mayor Pro Tem, Finance Director, and Village Clerk of the Grantee.

"Closing Date" means the date of execution of the Grant Agreement by the Grantee and the NMFA.

"Colonia" or "Colonias" means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Village of Ruidoso, New Mexico.

"Colonias Infrastructure Project Fund" or "Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Conditions" has the meaning given to that term in the Grant Agreement.

"Completion Date" means the date of final payment of the cost of the Project.

"Eligible Fiscal Agent Fees" means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by the Grant Agreement, in an amount not exceeding five percent (5%) of the Grant Amount.

"Eligible Items" means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and completing the Project, and, without limitation, Eligible Legal Costs, Eligible Fiscal Agent Fees and Eligible Project Management Fees.

"Eligible Legal Costs" means legal fees and costs for services rendered by legal counsel on behalf of the Grantee for transaction of the Project and those directly associated with the Qualified Project, in an amount not exceeding ten percent (10%) of the Grant Amount, but does not include adjudication services.

"Eligible Project Management Fees" means the fees and costs associated with the planning, implementation and technical oversight of the project management costs for services rendered to the Grantee for the transaction of the Project and those directly associated with the Project in an amount up to ten percent (10%) of the Grant Amount.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Grantee as its fiscal year.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the NMFA establishing accounting principles applicable to the Grantee.

"Governing Body" means the Village Council of the Grantee, or any future successor governing body of the Grantee.

"Grant Agreement" means the Grant Agreement and any amendments or supplements thereto, including the Exhibits attached thereto.

"Grant" or "Grant Amount" means the amount provided to the Grantee as a grant pursuant to the Grant Agreement for the purpose of funding the Project, and shall not exceed $4,080,659.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

"Local Match" means the amount determined pursuant to the Policies to be provided by the Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Grant Amount and other monies available to the Grantee, is sufficient to complete the Project. The Local Match is $0.00.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Policies" means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

"Political Subdivision of the State" means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, §§ 3-29-1 through 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account, if any, established by the NMFA in the name of the Grantee for purposes of tracking expenditure of the Grant Amount by the Grantee to pay for the costs of the Project, as shown on the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualified Entity" means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

"Qualified Project" means a capital outlay project recommended by the CIB to the NMFA for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

"Resolution" means this Resolution as it may be supplemented or amended from time to time.

"Rules" means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

"State" means the State of New Mexico.

"Term Sheet" means Exhibit "A" attached to the Grant Agreement.

"Useful Life" means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is thirty (30) years.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee directed toward the acquisition and completion of the Project and the execution and delivery of the Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public they serve.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Grantee and the public they serve.

B. Moneys available and on hand for the Project from all sources other than the Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Grantee.

D. The Grantee will acquire and complete the Project with the proceeds of the Grant, the Local Match and other amounts available to the Grantee, and except as otherwise

expressly provided by the Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

E. Together with the Grant Amount, and other amounts available to the Grantee, the Local Match is now available to the Grantee, and in combination with the Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Grantee a separate Project Account as a book account only on behalf of the Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Grantee has or will acquire proper title to, easements, rights-of-way, permits or the requisite access needed by legal conveyances such as right-of-way, easements, deeds, permits or access rights by exercise of its power of eminent domain, on the real property upon which the Project is being conducted.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and acquiring and completing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of $4,080,659 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which is hereby authorized. The Grantee shall use the Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of $4,080,659.

Section 6. Approval of Grant Agreement. The form of the Grant Agreement, as presented at the meeting of the Governing Body, at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, who are hereby authorized to attest the Grant Agreement. The execution of the Grant Agreement shall be conclusive evidence of such approval.

Section 7. Disposition of Proceeds; Completion of the Project.

A. Project Account. The Grantee hereby consents to creation of the Project Account by the NMFA and further approves of the deposit or crediting of a portion of the Grant Amount to pay expenses. Until the Completion Date, the amount of the Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of the Project. The Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Grant funds as provided in the Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Colonias Infrastructure Project Fund or otherwise distributed as provided in the Grant Agreement.

C. CIB and NMFA Not Responsible. Grantee shall apply the funds derived from the Grant Agreement as provided therein, and in particular Article V of the Grant Agreement. Neither the CIB nor the NMFA shall in any manner be responsible for the application or disposal by the Grantee or by its officers of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee in connection with the Project. The NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Grant Amount in its possession, custody and control to the NMFA for disbursement to the Grantee, or to honor any request for such transfer or disbursement of the Grant Amount.

Section 8. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

Section 9. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 10. Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Grant Agreement shall be fully discharged, as herein provided.

Section 11. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 13. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Mayor and

Village Clerk of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

[*Remainder of page intentionally left blank.*]

PASSED, APPROVED AND ADOPTED THIS 16TH DAY OF APRIL, 2026.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By_____
Lynn D. Crawford, Mayor

ATTEST:

By_____
Yvonne Vigil, Village Clerk

[*Remainder of page intentionally left blank*.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt the Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

_____

_____

_____

_____

_____

_____

_____

Those Voting Nay: _____

_____

_____

Those Absent: _____

_____

_____ (__) Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and Village Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting upon motion duly made, seconded and carried, was adjourned.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By_____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By_____
Yvonne Vigil, Village Clerk

[*Remainder of page intentionally left blank.*]

STATE OF NEW MEXICO)
) ss.
COUNTY OF LINCOLN)

I, Yvonne Vigil, the duly qualified and acting Village Clerk of the Village of Ruidoso, New Mexico (the "Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Village Council of the Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at Village Hall, 313 Cree Meadows Dr, Ruidoso, New Mexico 88345, on April 16, 2026 at the hour of 1:00 p.m., insofar as the same relate to the adoption of Resolution No. 2026-20 and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. The proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Grantee's open meetings Resolution No. 2026-01, adopted and approved on December 9, 2025 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of May, 2026.

VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO

By_____
Yvonne Vigil, Village Clerk

7637304

EXHIBIT "A"

Notice of Meeting, Meeting Agenda and Minutes

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 6.

To:

Presenter(s): Christy Coker, Customer Service Manager
Ronald Sena, Village Manager

Meeting Date: April 16, 2026

Re: Discussion and Possible Action on Agreement between the Village of Ruidoso and Q Structures, LLC for Property Assessment Consultant Services Awarded through RFP #2026-007P.

Item Summary:

Discussion and Possible Action on Agreement between the Village of Ruidoso and Q Structures, LLC for Property Assessment Consultant Services Awarded through RFP #2026-007P.

Financial Impact:

Funds are currently budgeted in the General Fund's Planning and Zoning Department's Contractual Services line item (101-070-52000), available budget balance as of report date, $197,568.00.

Item Discussion:

Design Consultation
• Structural Review: Provide examination of residential and small commercial buildings and structures including any infrastructure including but not limited to foundations, framing, property structures and retaining walls. The specific Village Codes which are governing this project are Village of Ruidoso Code Section 38-62 (Property Nuisances) and Section 38-81(Dangerous Buildings -Order to remove; removal by village) These code sections are attached.
• Feasibility Studies: Conduct site inspections, investigations, and evaluation studies to determine the feasibility of use or destruction of property structures in accordance to the most recent building and safety codes of the Village.
• Regulatory Compliance: The requested review for each property shall include if such buildings or structures are in compliance with local, state and national building, safety and nuisance codes, and all other applicable local, state, and federals laws and regulations. These codes will include but are not limited to building safety, structural habitability, property nuisance and flood plain regulations.
Demolition Consulting
• Pre-Demolition Planning: Provide report on each property in the list evaluating the safety of

the property's structures, completeness of the structure and the regulatory codes and flood plain rules compliance of all structures on the ground
• Demolition Administration: Meet with and cooperate with Village and other officials to ensure that all properties in question are examined. Provide reports of listed properties compliance or non-compliance with applicable codes and regulations, determine if a structure is sustainable or unsustainable for continued use and if a structure or items on a property are a nuisance subject to tear down or removal.
Structural Inspection Services
• Site Inspections: Conduct structural inspections for residential and commercial, properties, including foundations, framing, abandoned properties and structural component inspections.
• Specialized Inspections: Investigate structural viability, structural damage, cracks, structural settlement, water or other types of damage and provide evaluation of the continued viability or nuisance status of a afflicted properties and structures.
Project Types
• Residential: Single-family homes, multi-family units, home renovations, additions, drainage and other improvements on the listed properties.
• Small Commercial Infrastructure: Small retail, office buildings, drainage and other improvements on listed properties.
• Properties involved in Review: The properties involved in this proposal are attached in a list provided by the Village. While this list is thought to encompass the entire impacted properties, there may be addition. Structures to be reviewed are not believed to be
greater than 4,000 square feet.

Recommendations:

To Approve Agreement between the Village of Ruidoso and Q Structures, LLC for Property Assessment Consultant Services Awarded through RFP #2026-007P.

ATTACHMENTS:
RFP #2026-007P Contract.pdf

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR
Property Assessment Consultant Services

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Q Structures, LLC, hereinafter referred to as the "Consultant" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso
Department: Finance
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1082
Email: purchasing@ruidoso-nm.gov

Q Structures, LLC
ATTN: Seth McVey
Title: CEO, Structural Engineer
Street: PO Box 70282
City, State, Zip: ABQ, NM 87197
Phone: 505-933-1141
Email: seth.mcvey@qstructuresnm.com

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 implement the Scope of Work as contained herein and the Procuring Agency has selected the Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the RFP #2026-007P Property Assessment Consultant Services and the Consultant's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Business Hours" means 8:00 AM to 5:00 PM Local Time.

B. "Procuring Agency" means any state agency or local body that enters into an Agreement to procure products or services.

C. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and

services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.

D. "RFP" means Request for Proposals as defined in statute and rule.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Villageof Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit B, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed approved task order dollar amounts including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such a date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall require all Sub-Consultants to hold the Procuring Agency harmless from any responsibility for

taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable. The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. Term.

This agreement shall be effective April, 16, 2026 through April 15, 2027, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. Termination.

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Consultant may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Consultant's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Consultant of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Consultant's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Consultant shall submit

an invoice for such work within thirty (30) days of receiving or sending the notice of termination.
THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately 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. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state 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 reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. 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.

8. Conflict of Interest; Governmental Conduct Act.

A. The Consultant represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance, or services required under the Agreement.

B. The Consultant further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant is not a business

in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Consultant is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Consultant is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Consultant is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Consultant has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Consultant has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Consultant's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Consultant shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. 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.

11. Penalties for violation of law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

12. Equal Opportunity Compliance.

The Consultant agrees to abide by all federal and state laws and 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 of the State of New Mexico, the Consultant assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, 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 not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement,

Consultant acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit.

The Consultant shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. 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

16. 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.

17. 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.

18. Non-Collusion.

In signing this Agreement, the Consultant certifies the Consultant has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

19. Succession.

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

20. Headings.

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

21. Default/Breach.

In case of Default and/or Breach by the Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring

Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. Equitable Remedies.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed $250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com/.

24. Employee Pay Equity Reporting.

Consultant agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Consultant also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

26. Default and Force Majeure.

The Village reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the Village, if the Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Consultant; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

27. 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 the prior written approval of the Procuring Agency.

28. Subcontracting.

The Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

The Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Consultant's regular business hours and upon prior written notice, the Consultant's plant or place of business, or any Sub-Consultant's plant or place of business, which is related to the performance of this Agreement.

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. Condition of Proposed Items.

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

32. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant based on information provided by the Procuring Agency 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 the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Seth McVey

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualifications and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Consultant's personnel assigned to the Project is reduced for any reason, Consultant shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Consultant shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Consultant shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Consultant's best and final offer; and (3) the Consultant's response to the request for proposals.

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 all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. Inspection.

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Consultant shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Consultant shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

(1) require the Consultant to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
(2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Consultant fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

(1) by Agreement or otherwise, perform the services and charge to the Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
(2) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. See 2 C.F.R. Part 200, Appendix II (A)

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (Professional Services Agreement, Item 5. Termination).

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. NFE contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874201 and 40 U.S.C. § 3145202), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). This requirement applies only in situations where the Davis-Bacon Act also applies. In situations where language for compliance with the Davis-Bacon Act is not required to be included, neither is language for compliance with the Copeland Anti-Kickback Act.

E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or under such contract.

I. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.

L. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Consultant shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Village of Ruidoso as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers' liability: $100,000.

B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars ($1,000,000.00) coverage.

C. Consultant shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Consultant. Such a certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

40. Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq*.

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

SIGNATURES:

Village of Ruidoso:

_____
Lynn D. Crawford, Mayor

Date:_____

ATTEST: _____
Yvonne Vigil, Village Clerk

Q Structures, LLC:

_____
Seth McVey, CEO/Structural Engineer

Date:_____

QStructures

PROPOSAL FOR ENGINEERING CONSULTANT SERVICES

PROPERTY ASSESSMENT CONSULTANT SERVICES

www.qstructuresnm.com



Prepared for The Village of Ruidoso

313 Cree Meadows Dr., Ruidoso, NM 88345

RFP:

2026-007P

Prepared by

Q Structures LLC

APRIL 6

2026

COPY

SIGNED LETTER OF TRANSMITTAL

A



APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP #2026-007P
Property Assessment Consultant Services

Offeror Name: Q Structures, LLC **FEIN#** 88-2058421
Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:
Q Structures, LLC
P.O. Box 70282
Albuquerque, NM 87197

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name Seth McVey
Title CEO, Structural Engineer
E-Mail Address seth.mcvey@qstructuresnm.com
Telephone Number 505.933.1141

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name Seth McVey
Title CEO, Structural Engineer
E-Mail Address seth.mcvey@qstructuresnm.com
Telephone Number 505.933.1141

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name Seth McVey
Title CEO, Structural Engineer
E-Mail Address seth.mcvey@qstructuresnm.com
Telephone Number 505.933.1141

5. Use of Sub-Consultants (Select one)

__X__ No Sub-Consultants will be used in the performance of any resultant contract OR

____ The following Sub-Consultants will be used in the performance of any resultant contract:

None

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Sub-Consultants listed in (5) above) which will be used in the performance of any resultant contract.

None

(Attach extra sheets, as needed)

7. _X_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

_X_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

_X_ I acknowledge receipt of any and all amendments to this RFP.

Seth M. Mc Vey

Authorized Signature
(Must be signed by the person identified in item #2, above.)

April 6, 2026

Date

April 6, 2026
Procurement Manager
313 Cree Meadows Drive, Ruidoso, NM 88345
Phone: (575) 258 - 4343 Ext. 1082
Email: purchasing@ruidoso-nm.gov

RE: RFP No. 2026-007P – Property Assessment Consultant Services

Dear Viillage of Ruidoso and Members of the Selection Committee:

Q Structures is pleased to submit this proposal to provide Property Assessment Consultant Services for the Village of Ruidoso. Our firm specializes in structural inspection, structural engineering design, and forensic structural evaluation of residential and commercial structures throughout New Mexico.

Our team understands the Village requires a qualified structural engineering consultant capable of performing defensible structural assessments, identifying dangerous structures, documenting deficiencies, and providing professional recommendations regarding rehabilitation or demolition.

Our approach focuses on thorough structural investigation, clear documentation, defensible engineering conclusions, practical corrective recommendations, timely reporting, and strong coordination with Village staff.

Q Structures differentiates itself through responsiveness, technical rigor, and practical field experience. We are confident our experience positions us as a strong partner for the Village of Ruidoso.

Seth McVey, PE
CEO, Authorized Signatory
505.933.1141 | Seth.mcvey@qstructuresnm.com

RFP Requirements for Letter of Transmittal

A. Submitting Organization:
Q Structures, LLC

B. Name and Title of Person Authorized to Contractually Obligate Organization:
Seth McVey, PE
Principal Structural Engineer

C. Name, Title, Email and Phone of Person Authorized to Negotiate Contract:
Seth McVey, PE
Principal Structural Engineer
Seth.mcvey@qstructuresnm.com
505.364.7732

D. Persons to Contact for Clarification
Seth McVey, PE
Principal Structural Engineer
Admin@qstructuresnm.com
505.364.7732

E. Acceptance of Conditions Governing Procurement
Q Structures accepts the Conditions Governing the Procurement stated in Section II.C.1. We understand submission of this proposal constitutes acceptance of the evaluation criteria outlined in Section V of the RFP.

F. Signed by Authorized Person
This transmittal letter is signed by Seth McVey, PE, who is authorized to contractually obligate Q Structures.

G. Receipt of Addenda
Q Structures acknowledges receipt of all RFP addenda issued for RFP #2026-007P.

B



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PROPOSAL SUMMARY

C



Q STRUCTURES IS COMMITTED TO THE VILLAGE OF RUIDOSO

Q Structures, LLC (Q Structures) is pleased to submit this Proposal Summary in response to the Village of Ruidoso's Request for Qualification Based Proposals (RFP 2026-007P) for Property Assessment Consultant Services. Q Structures is a New Mexico-based structural engineering firm with deep roots across the state, and we regard service to the communities we operate in—including the Village of Ruidoso—as central to our mission. We understand that the Village is seeking a highly qualified, responsive, and experienced partner to assist in the systematic assessment of damaged properties within Village limits. Q Structures is uniquely positioned to fulfill this critical need.

Our commitment to the Village of Ruidoso is not simply a matter of professional obligation—it reflects our firm's values. We recognize the importance of this work to the health, safety, and long-term recovery of the Village and its residents. We commit to providing thorough, defensible, and timely structural inspection reports for each property on the Village's list, working collaboratively with Village staff, FEMA representatives, and any other relevant regulatory partners. Our team will bring the same standard of care, precision, and professionalism to every property we assess, regardless of its condition or complexity.

TECHNICAL QUALIFICATIONS & EXPERIENCE

Seth McVey, PE, will serve as the Project Manager, Lead Inspector, and Structural Engineer of Record for this engagement. Seth is a Registered Professional Engineer licensed by the State of New Mexico (License No. 25972) and the principal engineer at Q Structures. He brings extensive hands-on experience conducting structural inspections of residential and small commercial properties throughout New Mexico, including single-family homes, multi-family units, and small retail and office structures—precisely the property types described in the RFP's Scope of Work.

Our technical expertise encompasses the full range of structural systems encountered in New Mexico's residential and commercial building stock, including timber-framed structures on crawlspace foundations, concrete masonry unit (CMU) construction, Portland cement plaster (stucco) exterior systems, flat roof assemblies, and slab-on-grade construction. He is experienced in evaluating structural damage arising from settlement, water intrusion, seismic activity, deferred maintenance, and natural disasters—conditions directly relevant to the Village of Ruidoso's post-disaster property assessment needs.

Q Structures technical experience relevant to this RFP:

- Structural integrity assessments of foundations, framing systems, roof structures, and retaining walls.
- Evaluation of structural damage, differential settlement, and water-related deterioration.
- Determination of building habitability, nuisance status, and demolition necessity in accordance with applicable local, state, and federal codes.
- Coordination and management of multi-property assessment projects with aggressive delivery schedules.
- Preparation of clear, technically defensible assessment reports suitable for regulatory and legal proceedings

PAST RECORD OF PERFORMANCE

Since its founding, Q Structures has developed a specialized practice in property condition assessments and structural forensic engineering, becoming one of New Mexico's most experienced providers of residential and small commercial structural inspection services. The firm operates under the direct technical leadership of Seth McVey, PE, ensuring that every inspection is performed—and every report is signed and sealed—by a licensed New Mexico professional engineer.

We have successfully completed more than 1,000 residential and small commercial property assessments throughout the State of New Mexico, including the Village of Ruidoso, spanning a wide range of structural systems, property conditions, and regulatory contexts. The firm has served as the engineering undersigner for more than 1,000 property assessment and structural forensic engineering reports, each prepared to professional engineering standards and suitable for use in regulatory proceedings, legal matters, and municipal decision-making. This breadth of experience with multi-property assessment programs—including projects requiring rapid mobilization, high inspection volumes, and tight report delivery timelines—directly mirrors the scope and demands of RFP 2026-007P and positions Q Structures as an exceptionally well-qualified offeror for the Village of Ruidoso.

"I found Q Structures to have a very high level of professionalism. Top notch in every way, organized, efficient, and knowledgeable. To top it all off they are also very nice. Brittany the executive administrator is excellent, so organized and professional in her communication. Seth the engineer did exactly what I needed. He really knows his job. I felt very comfortable with his findings. I would highly recommend Q Structures to anyone needing a structural engineer."
- Ellen Knight, Q Structures client; taken from Google Review

KNOWLEDGE OF REGULATORY AND CODE COMPLIANCE

Q Structures has extensive working knowledge of the building, safety, and nuisance property codes applicable to jurisdictions throughout New Mexico, including the Village of Ruidoso. Our inspectors routinely evaluate properties for compliance with the International Building Code (IBC), International Residential Code (IRC), International Existing Building Code (IEBC), and New Mexico Construction Industries Division (CID) regulations, as well as locally adopted amendments and supplemental ordinances.

With respect to the Village of Ruidoso's specific regulatory framework, Q Structures is familiar with and will apply the following in our property assessments:

- Village of Ruidoso Code Section 38-62 (Property Nuisances) – We will evaluate each property against the nuisance criteria established in this section, documenting specific conditions that constitute violations and providing findings suitable for enforcement action.
- Village of Ruidoso Code Section 38-81 (Dangerous Buildings – Order to Remove; Removal by Village) – Our reports will clearly identify whether structures meet the threshold of a dangerous building under this section, providing the technical basis for Village orders to repair or remove.
- State and Federal Building & Safety Requirements – Including applicable provisions of the New Mexico CID codes and FEMA floodplain management regulations (44 CFR Part 60 and local Flood Insurance Rate Map compliance).
- Floodplain Regulations – Q Structures is experienced in evaluating structures within Special Flood Hazard Areas (SFHAs) and applying National Flood Insurance Program (NFIP) compliance standards, including the substantial damage determination process, which may be directly applicable to properties on the Village's assessment list.

Our familiarity with these regulatory frameworks across diverse New Mexico jurisdictions—from urban Albuquerque to rural and mountain communities—ensures that our assessment findings will be technically sound, legally defensible, and directly actionable by the Village of Ruidoso and its enforcement staff.

CAPACITY AND CAPABILITY OF OFFEROR TO PERFORM WORK

Project Leadership: Seth McVey, PE, will serve as Project Manager, Lead Inspector, and Structural Engineer of Record for this engagement. As principal engineer and day-to-day project lead, Seth will be the Village's primary point of contact and will be directly responsible for the quality, accuracy, and timeliness of all deliverables. His direct involvement in every inspection and every report ensures consistency and accountability across the full scope of the project.

Proven Project Management Capacity: Q Structures has successfully managed and executed more than 1,000 residential and small commercial property assessments, in addition to more than twenty structural design projects, all requiring careful scheduling, resource coordination, and stakeholder communication. Our project management approach is built around clear milestone planning, aggressive-but-realistic scheduling, proactive communication with clients, and a commitment to delivering on our commitments.

Key elements of our project management approach for this engagement include:

- Rapid Mobilization – Q Structures is prepared to mobilize immediately upon contract execution, deploying Seth McVey and supporting staff to begin field inspections on the Village's property list without delay.
- Efficient Inspection Throughput – Based on our experience with high-volume assessment programs, Q Structures is capable of completing multiple property inspections per day, with the capacity to scale inspection activities as needed to meet the Village's schedule requirements.
- Structured Communication – We will establish and maintain regular communication with the Village's designated project representative throughout the engagement, providing inspection status updates, flagging properties of immediate concern, and ensuring Village staff are kept informed throughout the process.
- Flexible Scheduling – Q Structures understands that emergency and post-disaster assessment programs often require flexible response to evolving property lists and shifting priorities. We are prepared to adapt our inspection schedule to accommodate changes in the Village's needs.

Our track record of successfully delivering high-volume, time-sensitive property assessment programs—on budget and on schedule—demonstrates the capacity and reliability the Village requires from its assessment consultant.

QUALITY OF DELIVERABLES AND REPORTING

Q Structures' property assessment reports represent the highest standard of structural inspection reporting available in the New Mexico market. Each report is prepared under the direct supervision of Seth McVey, PE, and is signed and sealed by a licensed New Mexico Professional Engineer. Our reports are designed to be technically rigorous, clearly written, and immediately actionable by municipal staff, regulatory officials, and legal counsel.

Report Structure and Content: Each Q Structures inspection report follows a consistent, professional format that includes an introduction describing the scope and limitations of the inspection; a clear definition of terms used to characterize conditions (Excellent, Good, Fair, Poor, Minor/Moderate/Severe Movement); a section identifying structural defects observed; a comprehensive section of detailed structural observations organized by location and system (exterior, crawlspace/foundation, interior, roof); an inspection summary; and a complete annotated photo log with numbered photographs cross-referenced to specific findings in the report narrative.

Our reports document findings across all structural systems: foundations (slab-on-grade, crawlspace stem walls and footings, CMU piers, timber beams and joists), exterior wall systems (framing, stucco, siding, openings), interior elements (walls, ceilings, floors, door and window frames), roof structures and drainage, and site conditions such as grading and drainage that may affect long-term structural performance. Photographs are systematically numbered, labeled with location and orientation, and annotated with directional arrows to clearly identify the features or defects depicted.

Defensibility and Clarity: Q Structures' reports are written to be understood by non-engineers—including Village staff, property owners, and hearing officers—while maintaining the technical rigor required for professional engineering documents. Findings are stated in plain, direct language and clearly categorized by severity. Where conditions require monitoring, repair, or immediate action, the report states so explicitly, providing the Village with the clear documentation needed to support nuisance or dangerous building determinations under applicable codes.

Quality Assurance / Quality Control (QA/QC) Plan: Q Structures maintains a rigorous internal QA/QC process for all inspection reports. Every report produced under this contract will be subject to the following controls:

- Field Verification – All field observations are documented with photographs at the time of inspection, creating a contemporaneous photographic record that supports every finding reported.
- Engineer Review – Every report is reviewed by Seth McVey, PE, prior to issuance, ensuring technical accuracy, completeness, and consistency with applicable codes and standards.
- Cross-Reference Check – Photo log references in the report narrative are verified against the actual photo log prior to finalization, ensuring that all referenced photographs are present and correctly labeled.
- Consistency Review – For multi-property programs, Q Structures applies consistent terminology, rating scales, and reporting formats across all reports, enabling meaningful comparison of findings across properties.
- PE Seal and Signature – Every report is signed and sealed by Seth McVey, PE, affirming that the inspection and findings meet the professional standards required by the State of New Mexico Board of Licensure for Professional Engineers.

The result is a report product that provides the Village of Ruidoso with the clear, defensible, and professionally prepared documentation it needs to make informed decisions regarding the habitability, nuisance status, and future disposition of assessed properties—precisely as required by RFP 2026-007P.

D



Q Structures has no exceptions to the Contract Terms and Condtions and can sign the contract as written.

OFFEROR'S ADDITIONAL TERMS AND CONDITIONS

E



Q Structures has no additional terms or conditions.

F



1. TECHNICAL QUALIFICATIONS & EXPERIENCE

Q Structures, LLC is a structural engineering firm licensed to practice in the State of New Mexico, specializing in property condition assessments, structural inspections, and structural forensic engineering for residential and small commercial properties. The firm has developed a concentrated practice area in exactly the type of work described in RFP 2026-007P: systematic, high-volume property assessment programs requiring rapid mobilization, rigorous technical analysis, and clear, defensible reporting.

Since its founding, Q Structures has completed more than 1,000 property assessments across the State of New Mexico. These assessments have encompassed the full spectrum of residential and small commercial building types found in New Mexico communities, including:

- Single-family homes on crawlspace foundations (timber-framed and CMU construction)
- Single-family homes on slab-on-grade foundations
- Multi-family residential structures
- Small commercial retail and office buildings
- Structures with stucco (Portland cement plaster), vinyl siding, and timber siding exterior finish systems
- Structures involving flat roof assemblies with tar-and-gravel and rolled asphalt systems
- Properties with retaining walls, drainage structures, and site improvements

All inspections have been performed under the direct supervision of Seth McVey, PE, and every assessment report has been signed and sealed by a New Mexico-licensed Professional Engineer. This is not a common standard in the property assessment industry—it reflects Q Structures' commitment to professional accountability and the defensibility of our findings.

KEY PERSONNEL

Name:	Seth McVey, PE
Title :	Principal Engineer
NM PE License:	No. 25972
Education:	Bacheclor of Science, Civil Engineering, Carroll College, 2014 Master of Science, Civil Engineering w/ Emphasis in Structures, University of New Mexico, 2015
Phone & Email:	Phone: 505.364.7732 Email: seth.mcvey@qstructuresnm.com

Seth McVey, PE, is the principal engineer and technical lead of Q Structures. He will serve as Project Manager, Lead Inspector, and Structural Engineer of Record for this engagement. Seth personally performs or directly supervises all structural inspections conducted by Q Structures, and every report issued by the firm is reviewed, signed, and sealed under his professional engineering license.

Our technical qualifications directly address each of the experience criteria identified in RFP Section IV.B.1:

Experience Conducting Structural Inspections of Residential and Small Commercial Buildings
We have conducted more than 1,000 structural inspections of residential and small commercial properties throughout New Mexico. These inspections cover the full range of structural systems, foundation types, and construction vintages encountered in New Mexico's diverse building stock. Our inspection methodology is systematic and comprehensive, evaluating all accessible structural elements from foundations and crawlspaces through wall framing, roof structures, and exterior finish systems.

Experience Evaluating Structural Damage, Movement, Water Damage, and Structural Viability
Our inspection practice encompasses all forms of structural deterioration and damage encountered in New Mexico properties, including differential foundation settlement and heaving; water intrusion and moisture-related deterioration; structural wood rot and section loss; stucco cracking, delamination, and spalling; concrete cracking in foundations, stem walls, and flatwork; and seismic and wind-related structural damage. We are trained and experienced in distinguishing cosmetic defects from structural defects, and in assessing the severity and progression of observed conditions—skills critical to the Village's program.

Experience Determining Building Habitability, Nuisance Status, or Demolition Necessity
Q Structures has direct experience providing assessments in support of municipal dangerous building and nuisance property programs. We are experienced in evaluating properties against the criteria established in local dangerous building and nuisance property ordinances—including the types of criteria found in Village of Ruidoso Code Sections 38-62 and 38-81—and in providing the clear, documented findings that municipalities need to support enforcement actions, including orders to repair or demolish.

Experience with Projects Involving Multiple Property Assessments

Q Structures has extensive experience managing and executing high-volume, multi-property assessment programs. The firm's operational model is specifically designed for this type of engagement: systematic scheduling of inspections, consistent application of reporting standards across all properties, and efficient production and delivery of reports on compressed timelines. Our experience with programs involving dozens to hundreds of properties in a single engagement directly demonstrates our capacity to handle the approximately 134 properties identified in this RFP's scope.

Experience with Structures up to Approximately 4,000 Square Feet

All properties within Q Structures' assessment practice fall within or below the 4,000 square foot threshold identified in the RFP. Single-family homes, small multi-family units, and small commercial buildings in this size range represent the core of our inspection portfolio. Q Structures has never encountered a structural complexity issue attributable to the size of properties in this range, and our standard inspection methodology is fully calibrated to this scale of structure.

2. UNDERSTANDING OF SCOPE AND TECHNICAL APPROACH

Q Structures understands that the Village of Ruidoso is seeking an experienced structural engineering consultant to assess approximately 134 properties—primarily residential and small commercial structures not believed to exceed 4,000 square feet—that have been identified by the Village and FEMA as damaged or potentially damaged. The purpose of these assessments is to provide the Village with the technical basis for decisions regarding each property's habitability, nuisance status, compliance with applicable codes, and suitability for continued use or demolition.

The Consultant's responsibilities, as described in Appendix F to the RFP, fall into three primary categories:

- **Design Consultation** – Structural reviews, feasibility studies, and regulatory compliance assessments for each property, including evaluation against Village Code Sections 38-62 and 38-81, local/state/federal building and safety codes, and floodplain regulations.

- **Demolition Consulting** – Pre-demolition planning reports evaluating structural safety and code compliance; and demolition administration, including coordination with Village and other officials and provision of findings regarding nuisance conditions and structural sustainability.

- **Structural Inspection Services** – Site inspections of foundations, framing, and all structural components for residential and commercial properties; and specialized inspections addressing structural viability, damage, settlement, water damage, and the continued viability or nuisance status of each property.

TECHNICAL APPROACH

Phase 1 – Mobilization and Planning

Upon contract execution, Q Structures will meet with the Village's designated project representative to review the property list, confirm inspection priorities, and establish communication protocols. We will obtain and review any available information on the properties (prior inspection records, permit history, flood zone designations) and develop a master inspection schedule. We anticipate beginning field inspections within days of contract execution.

Phase 2 – Site Inspections

Each property will receive a thorough visual structural inspection by qualified and experienced personnel, covering all accessible structural elements. Our inspection protocol addresses:

- **Foundation Systems** – Crawlspace elements (stem walls, piers, footings, beams, joists, floor planks), slab-on-grade conditions, and retaining walls
- **Exterior Structural Elements** – Wall framing, exterior finish systems (stucco/siding), roof structure and parapets, drainage and grading conditions, door/window frames
- **Interior Structural Elements** – Walls, ceilings, floors, interior framing, evidence of settlement or movement
- **Site Conditions** – Grading, drainage, and any infrastructure on the property relevant to structural performance

All observations will be documented with photographs at the time of inspection. Each photograph is labeled with location, orientation, and a description of the depicted condition. Findings are rated using a consistent condition rating scale (Excellent, Good, Fair, Poor; Minor/Moderate/Severe Movement) applied uniformly across all properties.

Phase 3 – Analysis, Code Compliance Review, and Report Preparation

Following each inspection, we will analyze the field observations and evaluate each property against applicable codes and regulations, including Village Code Sections 38-62 and 38-81, IBC/IRC/IEBC, NM CID regulations, and FEMA floodplain requirements. Each report will include a clear determination of:

- Whether the structure exhibits defects that are immediately detrimental to structural integrity or occupant safety
- Whether the property meets the criteria for a nuisance under Village Code Section 38-62
- Whether the structure meets the criteria for a dangerous building under Village Code Section 38-81
- Whether the structure is viable for continued use or should be recommended for demolition
- Whether the property is in compliance with applicable floodplain regulations, including whether a substantial damage determination is warranted

Each report will be prepared in Q Structures' standard professional format, signed and sealed by Seth McVey, PE, and delivered to the Village in both electronic and hard copy as directed.

Phase 4 – Coordination, Demolition Consulting, and Close-Out

Q Structures will coordinate with Village staff and other officials throughout the engagement, attending meetings as required, providing verbal briefings on properties of immediate concern, and responding promptly to Village requests for additional information or clarification. For properties recommended for demolition, we will provide pre-demolition planning reports and participate in demolition administration activities as required by the Scope of Work.

Approach to Producing Clear and Defensible Inspection Reports

Every Q Structures report is written to serve two audiences simultaneously: the technical reviewer and the municipal decision-maker. Our reports provide sufficient technical detail to satisfy professional engineering standards while communicating findings in plain, direct language that can be understood and acted upon by Village staff, legal counsel, and hearing officers. The annotated photo log—with photographs cross-referenced to specific findings in the report narrative—provides a contemporaneous visual record that supports every finding.

Coordination with Village Officials and Regulatory Partners

Seth McVey, PE, will serve as the single point of contact for all Village communications. We will establish a regular reporting cadence with the Village's project representative, provide written status updates at intervals agreed upon at project kickoff, and flag any property of immediate safety concern for expedited Village response. We are experienced in coordinating with FEMA representatives, code enforcement officials, and other regulatory partners, and we will adapt our communication approach to the Village's needs.

3. KNOWLEDGE OF REGULATORY AND CODE COMPLIANCE

Q Structures is specifically familiar with the Village of Ruidoso's nuisance property and dangerous building regulatory framework as identified in the RFP. Our inspections will explicitly evaluate each property against the criteria established in:

Village Code Section 38-62 (Property Nuisances): We will document all conditions that may constitute a nuisance under this section, providing the specific observations and photographic evidence needed to support any enforcement action the Village determines to be appropriate. Our reports will clearly identify whether each property exhibits nuisance conditions and describe the nature and severity of those conditions.

Village Code Section 38-81 (Dangerous Buildings – Order to Remove; Removal by Village): We will evaluate each property against the dangerous building criteria established in this section and provide a clear finding as to whether the structure meets that threshold. For structures determined to be dangerous buildings, our reports will provide the technical documentation needed to support a Village order to repair or remove.

Local Building and Safety Codes

Q Structures routinely applies local building and safety codes across diverse New Mexico jurisdictions—from urban Albuquerque to rural and mountain communities—in the conduct of structural inspections and property assessments. We are experienced in applying locally-adopted versions of:

- **International Building Code (IBC)** – Current and prior adopted editions
- **International Residential Code (IRC)** – Current and prior adopted editions
- **International Existing Building Code (IEBC)** – Including provisions for repair, alteration, and change of occupancy
- **New Mexico Construction Industries Division (CID)** regulations and locally-adopted amendments

Our reports will identify applicable code editions and specific code sections relevant to each finding, providing the Village with the regulatory basis for each determination.

Floodplain Regulations and Related Development Standards

Q Structures has experience evaluating properties within FEMA-designated Special Flood Hazard Areas (SFHAs) and applying National Flood Insurance Program (NFIP) compliance standards. This experience is directly relevant to the Village of Ruidoso's post-disaster context. Specifically, Q Structures is knowledgeable in:

- Identifying properties within FEMA Flood Insurance Rate Map (FIRM) zones and applying applicable development standards
- Conducting Substantial Damage determinations in accordance with FEMA guidelines—a critical function in post-disaster property assessment programs where federal grant compliance requires accurate substantial damage findings
- Evaluating floodproofing measures and identifying non-compliant structures within floodplains
- Applying 44 CFR Part 60 provisions and local floodplain ordinance requirements in property assessments

Our familiarity with the floodplain regulatory framework ensures that the Village will receive assessment findings that are fully consistent with FEMA's requirements for disaster recovery programs.

State and Federal Requirements

In addition to local codes and floodplain regulations, Q Structures' assessments routinely address applicable state and federal requirements, including:

- New Mexico CID regulations governing residential and commercial construction
- Americans with Disabilities Act (ADA) accessibility requirements as they bear on structural alterations
- Federal historic preservation requirements (Section 106 of the National Historic Preservation Act) as applicable to structures that may be eligible for listing on the National Register of Historic Places
- FEMA Public Assistance and Hazard Mitigation Grant Program requirements relevant to post-disaster property assessment and demolition programs

4. PROJECT MANAGEMENT AND CAPACITY

Project Manager:	Seth McVey, PE – Single point of accountability for all deliverables, Village communication, and project schedule
Lead Inspector:	Seth McVey, PE – Personally conducts or directly supervises all field inspections
Engineer of Record:	Seth McVey, PE – Signs and seals all inspection reports
Field Support:	Q Structures staff – Documentation, photography, and logistical support under Seth's direct supervision
No Sub-Consultants:	All services will be performed in-house by Q Structures

Q Structures' organizational structure for this engagement is intentionally simple and direct: Seth McVey, PE, is personally responsible for every inspection and every report. This structure eliminates the quality control risks associated with multi-tiered inspection teams and ensures that the Village's project representative always has a single, technically qualified point of contact.

Availability of Qualified Personnel

Seth McVey, PE, and Q Structures' supporting staff are available to begin this engagement immediately upon contract execution. The firm's current workload is structured to accommodate the approximately 134-property assessment program described in this RFP within the Village's required timeframe. Q Structures does not anticipate any conflicts or capacity constraints that would impair our ability to meet the Village's schedule.

Capacity to Conduct Multiple Inspections Within a Limited Timeframe

Q Structures has direct experience executing high-volume property assessment programs on compressed timelines. Our field inspection process is efficient and systematic: we have the capability to complete multiple residential inspections per day while maintaining full compliance with Q Structures' professional inspection standards. Based on typical inspection durations for residential and small commercial properties in the size range described in this RFP (up to 4,000 sq. ft.), we anticipate the capacity to complete 15-20 full inspections per day, with the total field inspection phase completable within a matter of weeks for the approximately 134-property program.

Report preparation follows a standardized template that enables efficient production without sacrificing quality or completeness. Our QA/QC process is designed to allow reports to be finalized and delivered on a rolling basis as inspections are completed, rather than holding all reports until the end of the inspection program. This approach enables the Village to begin acting on completed assessments promptly.

Ability to Coordinate with Village Staff and Other Agencies

Q Structures is experienced in working within multi-stakeholder environments involving municipal staff, code enforcement officials, FEMA representatives, and property owners. Our coordination approach for this engagement will include:

- **Kickoff Meeting** – A project kickoff meeting with Village staff to review the property list, confirm priorities, discuss inspection access protocols, and establish communication procedures and reporting formats.
- **Regular Status Updates** – Written status updates provided to the Village's project representative at agreed-upon intervals, including inspection completion counts, properties flagged for immediate concern, and report delivery schedule.
- **Immediate Escalation** – Any property found to present an immediate safety hazard will be flagged verbally to the Village's project representative on the day of inspection, with a written summary to follow.
- **Final Briefing** – A project close-out meeting with Village staff to review overall findings, answer questions, and provide any additional support needed for the Village's enforcement and recovery program.

5. QUALITY OF DELIVERABLES AND REPORTING

Q Structures' inspection reports are prepared to the highest standard of structural inspection reporting, combining technical rigor with clear, direct language accessible to non-engineers. Every report produced under this contract will follow Q Structures' professional report format, which includes the following sections:

- **Introduction** – Identification of the inspecting engineer, inspection date, scope of the inspection, and a concise summary of overall findings. The introduction states clearly whether the structure presents an immediate hazard to occupants.

- **Definition of Terms** – A standardized glossary defining the condition rating scale applied throughout the report (Excellent, Good, Fair, Poor; Minor/Moderate/Severe Movement for foundation and settlement conditions). Using the same definitions across all reports in the program ensures that findings are directly comparable across properties.

- **Structural Defects Summary** – A concise identification of any defects observed that are immediately detrimental to structural integrity or occupant safety, with a cross-reference to the detailed observations section.

- **Structural Observations** – A systematic, location-organized narrative of all structural observations, covering exterior elements (door/window frames, exterior wall finish, driveway/site improvements, crawlspace/foundation, stairs, roof, grading and drainage) and interior elements (door/window frames, walls, ceilings, floors). Each observation is cross-referenced to specific photographs in the photo log.

- **Inspection Summary and Limitations** – A professional summary of overall findings and a clear statement of the inspection's limitations (visual inspection only; no intrusive testing; concealed conditions not assessed).

- **Annotated Photo Log** – A complete, systematically organized log of all photographs taken during the inspection, each labeled with photograph number, location, viewing orientation, and a written description of the condition depicted. Photographs include directional arrows or other annotations identifying specific features of concern.

- **Professional Engineer's Signature and Seal** – Every report is signed and sealed by Seth McVey, PE (NM License No. 25972), affirming that the inspection and findings meet the professional standards required by the State of New Mexico.

Documentation Supporting Demolition or Rehabilitation Determinations

For properties where demolition or significant rehabilitation is warranted, Q Structures' reports will provide the specific technical findings and regulatory code citations necessary to support Village enforcement actions under Code Sections 38-62 and 38-81. Our reports will clearly state whether a structure is determined to be:

- Safe for continued occupancy without immediate remediation
- Safe for continued occupancy subject to specified repairs within a defined timeframe
- A nuisance under Village Code Section 38-62, with identification of the specific nuisance conditions
- A dangerous building under Village Code Section 38-81, with the technical basis for that determination
- A candidate for demolition, with a pre-demolition planning summary addressing structural safety and completeness of structure

These determinations will be stated in the body of the report in language that can be directly incorporated into Village enforcement documents, orders, and administrative proceedings.

Professional Recommendations to the Village

Beyond the code compliance determinations described above, Q Structures' reports will provide professional engineering recommendations for each property, addressing:

- Conditions that require immediate attention due to safety concerns
- Conditions that should be monitored for progression
- Recommended repairs, including general scope and priority
- Drainage and grading improvements that would reduce ongoing risk to structural integrity
- Whether further investigation (intrusive testing, geotechnical analysis, etc.) is warranted based on observed conditions

Quality Assurance / Quality Control (QA/QC) Plan

Q Structures maintains a five-step internal QA/QC process for all inspection reports delivered under this contract:

Step 1 – Field Documentation: All structural observations are documented with photographs at the time of inspection. No findings are reported that are not supported by contemporaneous photographic evidence. The inspection protocol requires that each structural system or element be photographed before the next system is inspected, ensuring completeness of the photographic record.

Step 2 – Engineer Review: Every report is reviewed by Seth McVey, PE, prior to issuance. This review verifies that all observed conditions are accurately described, that condition ratings are applied consistently, that code compliance determinations are correct and appropriately supported, and that the report's conclusions are consistent with the findings.

Step 3 – Cross-Reference Check: Every photograph reference in the report narrative is verified against the photo log prior to finalization. This check confirms that all referenced photographs are present, correctly numbered, and accurately described, and that all photographs in the log are referenced in the narrative.

Step 4 – Consistency Review: For multi-property programs such as this engagement, Q Structures applies a consistency review across all reports to confirm that terminology, condition ratings, and code compliance determinations are applied uniformly. This review is performed on a rolling basis as reports are completed and is designed to identify and correct any inconsistency before reports are delivered to the Village.

Step 5 – PE Seal and Signature: Every report is signed and sealed by Seth McVey, PE (NM License No. 25972) prior to delivery. The PE seal and signature confirm that the inspection was performed and the report prepared in accordance with the professional standards of the State of New Mexico Board of Licensure for Professional Engineers.

Q Structures' QA/QC process is designed to ensure that every report delivered to the Village of Ruidoso is technically accurate, internally consistent, clearly written, and fully defensible in any regulatory or legal proceeding.

6. CAMPAIGN CONTRIBUTION DISCLOSURE FORM (Appendix B)

See next page.

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Village or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state Village or local public body. This form must be filled in even if the contract qualifies as a small purchase or a sole source contract. 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 or, in the case of a sole source or small purchase contract, the two years prior to the date the Consultant signs the contract, if the aggregate total of contributions given by the prospective Consultant, a family member or a representative of the prospective Consultant to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state Village or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective Consultant, a family member of the prospective Consultant, or a representative of the prospective Consultant gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective Consultant fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective Consultant is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals. "Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective Consultant" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective Consultant" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Consultant.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

_____

Signature Date

_____

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

Seth M. McVey April 6, 2026

Signature Date

CEO & Authorized Signatory

Title (Position)

7. DEBARMENT CERTIFICATION (Appendix G)

See next page.

APPENDIX G – DEBARMENT CERTIFICATION
RFP #2026-007P
Property Assessment Consultant Services
Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three year period preceding this proposal been convicted
2. of all 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) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of
3. any of the offenses enumerated in paragraph (1)(b) of this certification; and Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.
4.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of award. Under 18USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Seth McVey, CEO & Authorized Signatory

Typed Name & Title of Authorized Representative

April 6, 2026

Date

Signature of Authorized Representative

8. NON-COLLUSION AFFIDAVIT (Appendix H)

See next page.

9. NEW MEXICO PREFERENCE CERTIFICATE

This contract is associated with Federal funds, and therefore is not applicable to this contract.

G



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/05/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Next Insurance US Company	16285
INSURER B : National Specialty Insurance Company	22608
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Q STRUCTURES
201 12th St NW Ste A
Albuquerque, NM 87102

COVERAGES **CERTIFICATE NUMBER:** 307753180 **REVISION NUMBER:**

THISISTO CERTIFY THAT THE POLICIES OFINSURANCELISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			NXTQ4RVRP3-01-GL	05/05/2025	05/05/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $4,000,000.00 $4,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLALIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
B	WORKERSCOMPENSATION AND EMPLOYERS'LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NXTCTCHRFF-01-WC	09/10/2025	09/10/2026	X PER [ ] OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000.00 $ 500,000.00 $1,000,000.00
A	Professional Liability (Errors & Omissions) CLAIMS-MADE			NXTCYYVKDK-01-PL	05/01/2025	05/01/2026	Per Claim Limit: Aggregate Limit: Per Claim Deductible:	$1,000,000.00 $2,000,000.00 $2,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER

QSTRUCTURES
201 12th St NW Ste A
Albuquerque, NM 87102

LIVE CERTIFICATE

Clickor s can to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State of New Mexico

State Board of Licensure
For Professional Engineers and Professional Surveyors

This is to Certify that Seth McVey

having given evidence of necessary qualifications, as required by Sections 61-23-1 through 61-23-33 NMSA (1978), has been duly licensed and is hereby authorized to practice

Professional Engineering

in the state of New Mexico

GREAT SEAL OF THE STATE OF NEW MEXICO · 1912 · CRESCIT EUNDO

License No. 25972

In Testimony Whereof, Witness the signature of the Chairman and Secretary under seal of the Board

dated 02/03/2020

Chairman

Secretary

About Q Structures

Q Structures LLC was founded in 2022 in Albuquerque, NM by Seth and Britt McVey. Both born and raised New Mexicans, the McVeys have a deep conviction for giving back to the state of New Mexico and her people. Q Structures was founded with the intent of designing, constructing and inspecting New Mexico to make it a more desirable place to live. At Q Structures, we know and appreciate the culture in New Mexico and stand committed to ensuring it's longevity.

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Exhibit A

APPENDIX F – DETAILED SCOPE OF WORK

RFP #2026-007P
Property Assessment Consultant Services

Consultant will be expected to perform the following services on a listed group of properties identified by the Village and the Federal Emergency Management Agency. **Approximately 134 properties**

Design Consultation

- **Structural Review:** Provide examination of residential and small commercial buildings and structures including any infrastructure including but not limited to foundations, framing, property structures and retaining walls. The specific Village Codes which are governing this project are Village of Ruidoso Code Section 38-62 (Property Nuisances) and Section 38-81(Dangerous Buildings -Order to remove; removal by village) These code sections are attached.

- **Feasibility Studies:** Conduct site inspections, investigations, and evaluation studies to determine the feasibility of use or destruction of property structures in accordance to the most recent building and safety codes of the Village.

- **Regulatory Compliance:** The requested review for each property shall include if such buildings or structures are in compliance with local, state and national building, safety and nuisance codes, and all other applicable local, state, and federals laws and regulations. These codes will include but are not limited to building safety, structural habitability, property nuisance and flood plain regulations.

Demolition Consulting

- **Pre-Demolition Planning:** Provide report on each property in the list evaluating the safety of the property's structures, completeness of the structure and the regulatory codes and flood plain rules compliance of all structures on the ground

- **Demolition Administration:** Meet with and cooperate with Village and other officials to ensure that all properties in question are examined. Provide reports of listed properties compliance or non-compliance with applicable codes and regulations, determine if a structure is sustainable or unsustainable for continued use and if a structure or items on a property are a nuisance subject to tear down or removal.

Exhibit A

Structural Inspection Services

- **Site Inspections:** Conduct structural inspections for residential and commercial, properties, including foundations, framing, abandoned properties and structural component inspections.
- **Specialized Inspections:** Investigate structural viability, structural damage, cracks, structural settlement, water or other types of damage and provide evaluation of the continued viability or nuisance status of a afflicted properties and structures.

Project Types

- **Residential:** Single-family homes, multi-family units, home renovations, additions, drainage and other improvements on the listed properties.
- **Small Commercial Infrastructure:** Small retail, office buildings, drainage and other improvements on listed properties.
- **Properties involved in Review:** The properties involved in this proposal are attached in a list provided by the Village. While this list is thought to encompass the entire impacted properties, there may be addition. Structures to be reviewed are not believed to be greater than 4,000 square feet.

Exhibit B

General Fee Schedule for Property Assessments on Residential and/or Small Commercial Structures				
Tasks & Subtasks	**Quantity**	**Unit**	**Rate**	**Subtotal**
1.0 Inspection Services				
1.1 Visual, Structural Property Assessment	1	Hr	$ 125.00	$ 125.00
2.0 Report Preparation				
2.1 Preparation of Assessment Report	2	Hr	$ 150.00	$ 300.00
2.2 QA/QC of Assessment Report	1	Hr	$ 125.00	$ 125.00
			Total* =	**$ 550.00**

* - Total reflects price of property assessment per property under 4,000 square feet. For property structures exceeding 4,000 square feet, a separate price will be negotiated with the Village. NMGRT, considered as 8.1875% (Ruidoso: 1/1/2026 - 6/30/2026), is not included.

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 7.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: April 16, 2026

Re: Discussion and Possible Action on Minimum Ticket Revenue Guarantee Agreement between the Village of Ruidoso and Contour Air for Air Service Operator (ASO) for Sierra Blanca Regional Airport.

Item Summary:

Discussion and Possible Action on Minimum Ticket Revenue Guarantee Agreement between the Village of Ruidoso and Contour Air for Air Service Operator (ASO) for Sierra Blanca Regional Airport.

Financial Impact:

Payment of the contract will be made through a combination of a grant and Village match. The Village was approved for a Rural Air Service Enhancement Grant (Project No. SRR-26-02) from the New Mexico Department of Transportation Aviation Division in an Amount not to Exceed $3,000,000 that requires a Village match of $300,000. Match is currently budgeted in the Lodgers' Tax Special Revenue Fund's item (214-166-52000) in the amount of $3,333,333.00.

Item Discussion:

The Village of Ruidoso advertised two (2) RFP's for Air Service Operator. Following Council approval on January 13, 2026 the award of RFP #2025-0013P to Advanced Air was rescinded. The second RFP was advertised January 22, 2026 and proposals were due February 19, 2026 and no responses or acknowledgements were received. Per Village procurement policies if an RFP is advertised twice and no potential offers are identified the Village has the authority to negotiate with a vendor for the best price for the service. Air service will have four (4) flights a week to Denver International Airport. The MRG is intended to offset the costs to the AIRLINE of operating flights between DEN and RUI. RUIDOSO hereby guarantees to compensate AIRLINE up to the amount of $3,000,000.00, through Rural Air Service Enhancement Grant.

Recommendations:

To Approve Minimum Ticket Revenue Guarantee Agreement between the Village of Ruidoso

and Contour Air for Air Service Operator (ASO) for Sierra Blanca Regional Airport.

ATTACHMENTS:
Ruidoso-Contour MRG Agreement - April 2026 - Signed.pdf
SRR-26-02 - RASE.pdf

MINIMUM TICKET REVENUE GUARANTEE AGREEMENT - 2026

THIS MINIMUM TICKET REVENUE GUARANTEE AGREEMENT - 2026 (this "Agreement") is made and entered into as of April 16, 2026 (the "Effective Date") by and between Corporate Flight Management, Inc. d/b/a Contour Airlines, a Tennessee corporation ("AIRLINE"); and The Village of Ruidoso New Mexico, a New Mexico municipal corporation ("RUIDOSO").

W I T N E S S E T H

WHEREAS, RUIDOSO wishes to increase opportunities for tourists to travel to its community by air; and

WHEREAS, RUIDOSO owns and operates the Sierra Blanca Regional Airport ("RUI"); and

WHEREAS, AIRLINE is a licensed 14 CFR Part 135 air carrier that provides regular commercial passenger air service under the marketing rules of 14 CFR Part 380 at several hub airports in the continental United States, including, without limitation, the Denver International Airport, a large hub airport in Denver, Colorado ("DEN"); and

WHEREAS, RUIDOSO's research indicates that air service between RUI and DEN would stimulate additional tourist travel to its region and provide value for residents; and

WHEREAS, AIRLINE is willing, subject to the terms and conditions of this Agreement, to conduct four (4) round trips between DEN and RUI in each calendar week during the period beginning on June 25, 2026 and ending on June 24, 2027, unless earlier terminated as provided for herein ("Service Period").

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Conditions Precedent. This Agreement is subject to the written approval by the United States Department of Transportation of a "Public Charter Prospectus" as defined in 14 CFR Part 380 for all of the DEN Flights as defined in Section 2 below. This Agreement is also subject to the ability of AIRLINE to obtain adequate ground handling and fueling services at RUI for commercially and operationally reasonable terms.

2. DEN Flights. In exchange for the Minimum Ticket Revenue Guarantee ("MRG") as defined below, AIRLINE will operate four (4) round trips in each calendar week between DEN and RUI during the Service Period. Each one way flight from DEN to RUI and each one way flight from RUI to DEN is referred to herein as a "DEN Flight". Such flights are collectively referred to herein as the "DEN Flights". All DEN Flights will be marketed under the rules of 14 CFR Part 380 in Embraer or Bombardier regional jet aircraft configured with thirty (30) passenger seats, operated in accordance with the rules of 14 CFR Part 135.

The days of operation as well as the arrival and departure time of the DEN Flights shall be set by the AIRLINE from time to time during the Term of this Agreement in consultation with RUIDOSO. AIRLINE will publish its timetables and fares for the DEN Flights in advance in accordance with its standard practices.

3. The MRG. The MRG is intended to offset the costs to the AIRLINE of operating flights between DEN and RUI. RUIDOSO hereby guarantees to compensate AIRLINE up to the amount of Three Million and 00/100 Dollars ($3,000,000.00 USD) (the "MRG Cap") if AIRLINE does not realize at least Seven Thousand Three Hundred and 00/100 Dollars ($7,350.00 USD) of Passenger Ticket Revenue on each DEN Flight operated during the Service Period. RUIDOSO's total obligation to compensate AIRLINE under this Agreement shall in no event exceed the MRG Cap. RUIDOSO will make payments to AIRLINE only to the extent necessary to ensure that AIRLINE's aggregate Passenger Ticket Revenue for each DEN Flight operated during the Service Period equals at least Seven Thousand Three Hundred and 00/100 Dollars ($7,350.00 USD), subject to the MRG Cap. RUIDOSO shall have no further liability or obligation to AIRLINE beyond this amount.

For purposes of this Agreement, "Passenger Ticket Revenue" means the actual revenue AIRLINE receives for a DEN Flight from the purchase of tickets by passengers, excluding taxes, ancillary revenues and on-board food and beverage sales.

4. Computation and Payment of the MRG. Within ten (10) calendar days following the end of each calendar month in the Service Period (and within ten (10) calendar days following the Expiration Date), AIRLINE shall provide to RUIDOSO data on the number of DEN Flights operated in the prior calendar month (partial months prorated) and the aggregate Passenger Ticket Revenue for the subject month or partial month corresponding to those DEN Flights. The AIRLINE shall multiply the number of DEN Flights completed in the subject calendar month by $7,350.00 USD (the result of each such computation, a "Monthly Guarantee Amount"). The AIRLINE shall then subtract the applicable aggregate monthly Passenger Ticket Revenue amount from the Monthly Guarantee Amount for the subject month. If the result is a positive number, a "Monthly Revenue Shortfall" exists. If the result is zero or a number less than zero, no Monthly Revenue Shortfall exists.

By way of example and not limitation, if for a given month AIRLINE operates 24 DEN Flights and receives aggregate Passenger Ticket Revenue of $100,000.00 for those flights, the Monthly Guarantee Amount for that month would be computed as 24 x $7,350.00 = $176,400.00. There would then be a Monthly Revenue Shortfall for that month computed as $176,400.00 - $100,000.00 = $76,400.00.

If no Monthly Revenue Shortfall exists, no further action is required by either party for the subject month. If a Monthly Revenue Shortfall exists, then AIRLINE shall submit an invoice to RUIDOSO in the amount of the Monthly Revenue Shortfall (such invoice amount being the MRG for the subject month). RUIDOSO shall remit payment for each monthly MRG invoice amount to AIRLINE within fourteen (14) days of the invoice date via check, wire, or ACH transfer. AIRLINE's banking instructions shall be provided separately to RUIDOSO.

AIRLINE's calculation of each monthly MRG amount due under this Section 4 shall be binding and conclusive, provided that RUIDOSO shall have the right during the Term, upon commercially reasonable written advance notice (email being acceptable), to examine the business records of AIRLINE relating to such calculation and to dispute any monthly MRG amount within thirty (30) days if such examination reveals errors or irregularities in AIRLINE's recordkeeping or calculations.

In no event will RUIDOSO be obligated to make any MRG payment to AIRLINE in excess of the MRG Cap. This amount is a maximum, and not a guarantee.

Except as provided herein, RUIDOSO will not be liable to AIRLINE for any expenses incurred by AIRLINE in performing the DEN Flights pursuant to this Agreement.

The rights and responsibilities of the parties under this Section 4 shall survive the expiration or termination of this Agreement.

5. Reserved

6. Operational Responsibility. Except for the obligation to pay AIRLINE the monthly MRG amounts, and to market the DEN Flights in accordance with Section 9 hereof, RUIDOSO hereby disclaims any and all liability to passengers or other third parties associated with the DEN Flights. AIRLINE bears sole responsibility for the operation of the DEN Flights, including the decision whether or not to operate a specific DEN Flight, and any liability resulting therefrom.

AIRLINE shall indemnify and hold RUIDOSO, and its employees, contractors, officials, representatives and/or affiliates (the "Indemnified Parties") harmless from and against any and all liabilities, losses, damages, claims, demands, actions and rights of action, costs and expenses (including reasonable attorney's fees and costs, whether suit is instituted or not, and if suit is instituted, at all levels) suffered by any of the Indemnified Parties arising out of or in respect of (i) any violation of law by AIRLINE, (ii) fraud, misrepresentation, willful misconduct or gross negligence on the part of AIRLINE, (iii) a breach of this Agreement by AIRLINE, or (iv) any withholding taxes, FICA taxes, federal unemployment taxes, and any other federal, state or local taxes, payments or filings required to be paid, made or maintained in connection with any payments made to AIRLINE by RUIDOSO.

7. Term. The Term of this Agreement shall commence on the Effective Date and shall end on the earliest of following dates (the "Expiration Date"):

(i) The date on which previously paid MRG payments and any accrued but unpaid MRG payments to the AIRLINE equal or exceed the MRG Cap; or
(ii) In the event of a termination of this Agreement under Section 8, the actual date of such termination; or
(iii) June 25, 2027

The Service Period shall also end on the Expiration Date.

8. Termination.

This Agreement may be terminated by written notice to the non-terminating party:

(i) By either party in the event that the other party is in breach or default under any provision of this Agreement and such other party does not cure such breach or default within fourteen (14) days after the non-breaching or non-defaulting party gives written notice to the other party specifying the breach or default.

(ii) By AIRLINE: (a) if AIRLINE is unable to obtain or no longer possesses the governmental or other approvals necessary to commence or continue to conduct DEN Flights; (b) if RUIDOSO fails to make any payment when due and does not make such payment within five (5) days after written notice or demand thereof (email being acceptable); (c) in the event of a forced or voluntary grounding of one or more of AIRLINE's aircraft types that lasts for more than ten (10) days; (d) if AIRLINE cannot or is no longer able to obtain adequate ground handling or fuel services at RUI at commercially reasonable prices; (e) if AIRLINE ceases to provide service at DEN; (f) if

RUIDOSO fails to appropriate and authorize sufficient (in AIRLINE's sole discretion) funds for the performance of this Agreement; or (g) if RUIDOSO rescinds or de-obligates funds from this Agreement such that the remaining funds are insufficient (in AIRLINE's sole discretion) for the performance of this Agreement.

9. Best Efforts in Promotional Activities. RUIDOSO will use its best efforts, at its own expense, to promote the DEN Flights in such a way as to maximize the public awareness of the availability of the DEN Flights.

10. Insurance. At all times during the term of this Agreement, AIRLINE shall carry and maintain, at its sole cost and expense, airline liability insurance with aggregate limits of at least $250,000,000 USD for personal injury (including without limitation bodily injury and death) and property damage, including a waiver of subrogation in favor of RUIDOSO. RUIDOSO will be provided thirty (30) days (ten (10) days in the case of cancellation in the event of non-payment of premium) advance written notice in the event of cancellation, termination or adverse material modification of the required insurance coverages contained herein, and shall name RUIDOSO and its elected officials, appointees, and employees as additional insureds.

11. Indemnification. AIRLINE and RUIDOSO will each indemnify, defend and hold harmless the other party and its respective elected officials, appointees, shareholders, officers, directors, employees, advisors, agents, and representatives from and against any and all third party claims or causes of action arising out of, under or in connection with: (i) bodily or other personal injury to, or death of, any person, or (ii) damage to or destruction of any tangible property, in each case resulting from, or arising out of, under or in connection with the negligence or willful misconduct of the indemnitor (collectively "Claims"), except to the extent any such claims arise from the negligence or willful misconduct of an indemnitee. In no event shall any party to this Agreement be liable to another party for any incidental, special, punitive or consequential damages, lost profits, or any other indirect damages, whether arising in contract, tort (including negligence) or otherwise even if the possibility thereof may be known in advance to one or more parties.

12. Notices. Any notice required to be given by any party to any other pursuant to this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, sent by a reputable overnight delivery service or sent by registered or certified mail, return receipt requested, addressed to the other party at the following address, and shall be deemed to have been given on the day so delivered, transmitted, or mailed:

To AIRLINE:
Corporate Flight Management, Inc. d/b/a Contour Airlines
808 Blue Angel Way
Smyrna, Tennessee 37167
Attention: Ben Munson, President
Phone: (727) 743-4387
Email: ben.munson@flycontour.com

To RUIDOSO:
Village of Ruidoso
313 Cree Meadows Drive
Attention: Lynn D. Crawford, Mayor
Phone: 575-258-4343
Email: lynncrawford@ruidoso-nm.gov

13. Illegal Acts. The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes, NMSA 1978 §§ 30-41-1 through 30-41-3 and §§ 30-24-1 through 30-24-2, impose felony penalties for illegal acts, including bribes, gratuities, or kickbacks. Each party confirms that it will abide by the forgoing statutes and all other applicable provisions of law and regulation in relation to this Agreement.

14. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by RUIDOSO for the performance of this Agreement. If sufficient appropriations and authorization are not made by RUIDOSO, this Agreement shall terminate immediately upon written notice being given by the RUIDOSO to the AIRLINE. RUIDOSO's decision as to whether sufficient appropriations are available shall be accepted by the AIRLINE and shall be final.

15. Assignment. Neither party to this Agreement shall assign any rights conveyed under this Agreement without the express written consent of the other party.

16. General. This Agreement constitutes the entire agreement of the parties hereto with respect to its subject matter and there are no oral or written agreements between the parties nor any representations made by either party relative to the subject matter hereof which are not expressly set forth herein. This Agreement may be modified or amended only by a written document signed by the party against which enforcement of the modification or amendment is sought. The "WHEREAS" clauses on the first page hereof are an integral part of this Agreement and are incorporated by reference as if fully restated herein. No waiver of any condition, covenant or restriction of this Agreement by either party shall be deemed to imply or constitute a further waiver of the entire Agreement or any other condition or covenant of this Agreement. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provisions had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. All provisions to be performed or which apply to circumstances subsequent to the end of the Term shall survive the Expiration Date, whether or not expressly identified as such herein. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement. Time is of the essence of this Agreement. However, if the final date of any period which is not set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the law of the United States or the State of New Mexico, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday. The parties, from time to time, will do and perform any other act and execute and deliver any other instrument required by law or reasonably requested by the other, including the preparation of documents for purpose of public or regulatory filings as reasonably advisable to either party and to establish, maintain, and protect the respective rights and remedies of the other, to carry out and effect the intent and purpose of this Agreement. Neither AIRLINE, nor any AIRLINE employees or representatives are employees of RUIDOSO. Rather, AIRLINE is considered an independent contractor. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties or constitute any party to be the agent of the other party for any purpose. No party shall have any authority to act for or bind the other party in any way, or to represent that it has such authority. Where the context requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include all other genders. All terms and conditions of this Agreement will be interpreted in accordance with their plain meaning and will not be construed for or against any presumed drafting party and any rule of law or legal decision that would require interpretation of any claimed ambiguities in this Agreement against any presumed drafting party have no application and are expressly waived. All provisions of law, regulation, grant assurances, or contract required to be stated in this agreement are incorporated by reference as if set forth fully herein. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of

New Mexico without giving effect to any choice or conflict of law, provision, or rule (whether of the State of New Mexico or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Mexico. The co-exclusive venues for any suit arising out of this Agreement shall be the Federal and New Mexico state courts having subject matter jurisdiction over Lincoln County, New Mexico. The parties hereby submit to the co-exclusive personal jurisdiction of the courts named in the preceding sentence, and agree that neither shall object to the personal jurisdiction of any such court over them nor assert that any such court is an improper or inconvenient venue. In any dispute, suit or action arising out of or in connection with this Agreement and the relationships contemplated hereby, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs in relation therewith. Each party warrants and represents to the other that it is not represented by a broker in the transactions contemplated by this Agreement. This Agreement may be signed in counterparts, any of which may be electronic, each of which shall be an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as manual signatures for all purposes.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused their undersigned, duly authorized representatives to execute this Agreement as of the Effective Date.

Corporate Flight Management, Inc. d/b/a Contour Airlines ("AIRLINE")

By: _____
Benjamin Munson
President

The Village of Ruidoso, New Mexico ("RUIDOSO")

By: _____
Lynn D. Crawford
Mayor

Docusign Envelope ID: 3A6D831B-408E-476F-A8D2-9BBBAECA6485

NEW MEXICO DEPARTMENT OF TRANSPORTATION

RURAL AIR SERVICE ENHANCEMENT GRANT AGREEMENT

Project No.	SRR-26-02
Contract No.	
Vendor No.	0000054454

This AGREEMENT is between Village of Ruidoso (Sponsor) and the State of New Mexico, acting through the Department of Transportation Aviation Division (Division), for the purpose of carrying out the provisions of NMSA 1978, Section 64-1-13.1, of the Aviation Act (“Act”) and the Municipal Airport Law of 1978 (NMSA 1978, Section 3-39-1 et seq.).

RECITALS

WHEREAS, pursuant to NMSA 1978, Section 64-6-1 and Rule 18 NMAC 11.3 the Division is responsible for administering the Rural Air Service Enhancement program (RASE) to support regional air transportation services; and,

WHEREAS, Village of Ruidoso (Sponsor) has requested a grant to participate in the Rural Air Service Enhancement Program.

THEREFORE, in consideration of the covenants contained herein, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE - PURPOSE:

The purpose of this Agreement is to provide a grant to the Sponsor to support regional air transportation services (Project) pursuant to the Rural Air Service Enhancement Program and to state the terms, conditions, and mutual understandings of the Parties to this Agreement. Attached as Exhibit A is the (Project) procurement cooperatively procured through the competitive proposal process as required by the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 et seq.

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SECTION TWO - PROJECT FUNDING:

1. The Division agrees to pay as the State's share 90 % of the Sponsor's allowable costs for operation of the procured air service.

2. The maximum obligation of the Division under this Grant Agreement shall be $ 3,000,000 . The Sponsor shall be responsible for any sums that exceed this amount.

SECTION THREE – METHOD OF PAYMENT - REIMBURSEMENT:

Funds expended by the Sponsor in accordance with the terms of this Agreement shall be reimbursed by the Division to the Sponsor on a form provided by the Division. Interim reimbursement requests shall include the form provided by the Division requesting the amount and be accompanied by invoices paid by the Sponsor and proof of payment by the Sponsor for the invoices. Proof of payment may be canceled checks or formal ledger entries.

SECTION FOUR - SPONSOR SHALL:

1. Assume responsibility for the performance of the purpose as described in SECTION ONE.

2. Provide a representative from its organization who shall serve as the single point of contact for the Division.

3. Make no changes in purpose of the (RASE) Project without written approval of the Division.

4. Ensure that airline services are cooperatively procured through the competitive proposal process as required by the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 et seq.

5. Ensure that aircraft, services and operations in the Project conform to the most up to date safety standards prescribed by the Federal Aviation Administration to the fullest extent required by law, require the procured airline to indemnify and hold harmless the Sponsor and the State of New Mexico for all claims, damages, and liability or potential liability (including but not limited to attorney fees, court costs and the cost of appellate proceedings) arising out

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of or resulting from the negligent, act, errors or omissions of the airline, its agents, subcontractors, or employees in the operation of the procured air service.

6. Take all steps, including litigation if necessary, to recover State funds spent fraudulently, wastefully, or in violation of State statutes, or misused in any other manner on any project upon which State funds have been expended. For the purposes of this Grant Agreement, the term "State funds" means funds, however used or disbursed by the Sponsor, that were paid by the Division pursuant to this Grant Agreement. The Sponsor shall obtain the approval of the Division as to any determination of the amount of the State share of such funds. It shall return the recovered State share, including funds recovered by settlement, order, or judgment, to the Division. It shall furnish to the Division, upon request, all documents and records pertaining to the determination of the amount of the State share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such State share shall be approved in advance by the Division.

7. The Sponsor's acceptance of the Offer, and ratification and adoption of the terms and conditions contained herein shall be evidenced by execution of this Grant Agreement, constituting the contractual obligations and rights of the Division and the Sponsor with respect to the accomplishment of the Project in accordance with all of the State's applicable laws and rules and in compliance with the assurances and conditions as provided herein. This Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and upon complete execution of this Agreement by all parties.

SECTION FIVE - COMPLIANCE WITH LAW:

The Sponsor shall comply with all Federal, State, and local laws and ordinances applicable to the work called for herein.

SECTION SIX - EQUAL OPPORTUNITY COMPLIANCE:

The Sponsor agrees to abide by all Federal and State Laws and 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Sponsor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age, or handicap be excluded from employment with or participation in, be denied the

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benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Sponsor is found to be not in compliance with these requirements during the life of the Agreement the Sponsor agrees to take appropriate steps to correct these deficiencies.

SECTION SEVEN – CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE:

The Division and Sponsor shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The Division and Sponsor further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of1987, the New Mexico Human Rights Act, and Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR 60). Accordingly 49 CFR 21 is applicable to this Agreement and incorporated herein by reference.

SECTION EIGHT - THIRD PARTY BENEFICIARY CLAUSE:

This Agreement is not intended by any of the provisions of 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 the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION NINE - NEW MEXICO TORT CLAIMS ACT:

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Sponsor and its "public employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

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SECTION TEN - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The Sponsor shall maintain all records and documents relative to this Agreement for a minimum of three (3) years after final payment under this Agreement. The Sponsor shall furnish the Division or State Auditor, upon demand, all records relevant to this Agreement and allow them the right to audit all records which support the terms of this Agreement.

SECTION ELEVEN - AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the State Legislature this Agreement shall terminate upon written notice given by the Division to the Sponsor. The Division is expressly not committed to the expenditure of any funds until such time, as they are programmed, budgeted, encumbered and approved for expenditure by the Division. The Division's decision as to whether its funds are sufficient for the fulfillment of this Agreement shall be final.

SECTION TWELVE - TERMINATION:

This Agreement shall expire two years from the date of execution by all parties hereto. Neither party shall have any obligation under this Agreement after said date. If the Sponsor fails to comply with any provisions of this Agreement the Division has the option to terminate this Agreement. By such termination neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

SECTION THIRTEEN - TERMS OF THIS 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, by parties or their agents shall be valid or enforceable unless embodied in this Agreement. The terms of this Agreement are lawful; performance of all duties and obligations herein shall conform with and do not contravene any State, local, or Federal statutes, regulations, rules, or ordinances.

SECTION FOURTEEN - EXECUTION OF AGREEMENT:

The Agreement shall not take effect until executed by all of the parties hereto.

Docusign Envelope ID: 3A6D831B-408E-476F-A8D2-9BBBAECA6485

SECTION FIFTEEN - SEVERABILITY:

In the event that any portion of this contract is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this contract shall remain in full force and effect.

SECTION SIXTEEN - AMENDMENT:

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

IN WITNESS WHEREOF , the Parties hereto have executed this Agreement the day and year hereinafter first written.

Recommended by AVIATION DIVISION

By: Signed by: Jessi Litz-Powden B33A2037DZ114CA...
Director or Designee

Date: 08/20/25

Approved by the NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Ricky Serna 5010E8A8255842F...
Cabinet Secretary or Designee

Date: 08/20/25

Approved as to form and legal sufficiency By the Department's Office of General Counsel

By: Signed by: John Newell Acting General Counsel C750CEC1625D488...
Assistant General Counsel

Date: 08/18/25

Lynn Crawford
Name of Sponsor

By: Signed by: 08520B2326BF4B4...
Sponsor's Designated Official Representative

Title: Mayor

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 8.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: April 16, 2026

Re: Discussion and Possible Action on Task Order #2026-001P-01 with Souder, Miller & Associates for Professional Engineering Services on the Design and Construction Observation of the Mechem Utility Relocation in the Amount of $118,862.36 Including NMGRT.

Item Summary:

Discussion and Possible Action on Task Order #2026-001P-01 with Souder, Miller & Associates for Professional Engineering Services on the Design and Construction Observation of the Mechem Utility Relocation in the Amount of $118,862.36 Including NMGRT.

Financial Impact:

The project will be paid out of Legislative Appropriation #24-I2489-3, Lift Station at Mechem & Suddereth. The funding is budgeted in the RJU Enterprise Fund's Capital Outlay - Projects line item (502-220-53006) in the amount of $2,122,708.00. Currently, the grant only has one Notice of Obligation in the amount of $313,545.77, leaving a balance to obligate of $1,809,162.23.

Item Discussion:

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Design, Bid, Construction and Construction Observation Services to Village of Ruidoso (Owner) for utility relocation including approximately 120 linear feet of 12 inch waterline and 744 linear feet of 8 inch waterline, including appurtenances. The project location will be at the corner of Brady and Mechem.

Recommendations:

To Approve Task Order #2026-001P-01 with Souder, Miller & Associates for Professional Engineering Services on the Design and Construction Observation of the Mechem Utility Relocation in the Amount of $118,862.36 Including NMGRT.

ATTACHMENTS:
RFP_2026-002P-01_SMA_Mechem_Utility_Relocation_ProposalÂ Updated.pdf

TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
SOUDER, MILLER & ASSOCIATES
FY2026

1. **Task Order Number: 2026-001P-01**
2. **Title:** Mechem Utility Relocation
3. **Project Number:** 6333933
4. **Location:** Ruidoso
5. **Scope of Services Required:** See attached proposal.
6. **Village Contact:** Levi Beaty

   Souder, Miller & Associates Contact: Marty Howell
7. **Estimated Performance Time:** 9 Months
8. **Estimated Cost:** $118,862.36 including GRT
9. **Attachments:** Proposal
10. **The parties hereto executed the original Task Order on: (date) : April 16, 2026**

Village of Ruidoso

Lynn D. Crawford, Village Manager

Date: 4/16/2026

Souder, Miller & Associates

Mark Howell

3/27/2026

Date:

ATTEST:

Yvonne Vigil, Village Clerk

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Design, Bid, Construction and Construction Observation Services to Village of Ruidoso (Owner) for utility relocation including approximately 120 linear feet of 12 inch waterline and 744 linear feet of 8 inch waterline, including appurtenances. SMA proposes to complete the following scope of work.



Project Management

1. **Project Management Plan (PMP) Preparation:** SMA will prepare a PMP to outline and document the following to ensure the entire project team has information necessary for a successful project:
    a. Project team roles and responsibilities
    b. SMA role in the project
    c. Subconsultants for the project
    d. Critical issues for the project
    e. Project scope, budget and schedule including identification of critical path items
    f. Change management and mitigation
    g. QAQC Plan
    h. Risk identification and safety plan

    The PMP is intended to be a living document and the PM will update the PMP throughout the project as necessary.
2. **Kick-off Meeting:** SMA will hold an internal kick-off meeting to review the PMP with all of the project team members.
3. **Bi-weekly Project Meetings:** SMA will hold bi-weekly virtual meetings to discuss the status of the project.
4. **Bi-weekly Capital Projects Meetings:** SMA will attend bi-weekly Capital Projects meetings hosted by the Village to discuss the status of the project.
5. **Bi-weekly NMDOT Meetings:** SMA will attend bi-weekly meetings hosted by NMDOT to discuss the status of the project and collaborate.
6. **Ongoing Project Management:** SMA will set up project budget and files, keep project records, update PMP as necessary, and prepare monthly invoices as outlined in the contract. The fee for these monthly project management tasks is based on an overall project duration of nine (9) months.

Preliminary Design Phase Services

7. **Design of Sewer Line Plan:** SMA will prepare a pre-final horizontal alignment design for the sewer line(s) incorporating the data from the as-built research, the utility coordination and the property and easement research provided by NMDOT.
8. **Design of Sewer Line Profile:** SMA will prepare the pre-final design of the profile for the sewer line(s). This profile will take into account the known underground utilities and will account for depth of bury if that information was relayed by the utility companies and attempt to minimize the depth of the sewer line(s) while maintaining minimum slopes/velocities.
9. **Design Sewer Line Connections:** SMA will prepare the pre-final design of the connections to the proposed sewer line(s). SMA will design the connections to the existing system and any branch lines.
10. **Design of Waterline Plan:** SMA will prepare a pre-final horizontal alignment design for the waterline(s) incorporating the data from the as-built research, the utility coordination and the property and easement research provided by NMDOT.
11. **Prepare Plans:** SMA will prepare a pre-final set of plans to include the design elements above and a Cover Sheet, General Notes, Overall Map with Survey Control, Standard Details, and Standard Construction Traffic Control Sheets.
12. **Engineer's Opinion of Probable Construction Cost (EOPCC):** Once the pre-final design of the sewer line(s) is complete, SMA will estimate the quantities for all proposed items and will prepare unit cost price estimates for each item using SMA's database of existing projects and other resources.
13. **Prepare Contract Documents and Specifications:** SMA will prepare contract documents utilizing the Engineers Joint Contract Documents Committee (EJCDC) standard contract. This task includes modifying the standard contract for this project, and preparing a bid schedule. SMA will also prepare technical specifications to cover work included in the project.
14. **Submission to Agency:** SMA will submit the pre-final plans, contract documents and technical specifications (Construction Documents) to the following Agency for their review concurrent with the design review with the Owner:
    a. NMED-DWB – SMA will follow the NMED-Drinking Water Bureau (DWB) construction application checklist to prepare the Application for Construction or Modification of Public Water Supply System. The Owner will need to provide all the information requested by NMED-DWB that is not part of the proposed project. SMA understands that NMED-DWB approval is not required for pipeline projects.

    SMA intends to address the comments from the Owner and the Agency at the same time.
15. **Right-of-Way Permits:** SMA will submit right-of-way permit applications with the pre-final plans to the NMDOT. SMA will relay comments received during the permitting process to the Owner to ensure that the Owner agrees with design changes needed.
16. **Design Review with Owner:** SMA will conduct a meeting with the Owner's representative to review the pre-final design. **SMA will submit an electronic copy of the pre-final Construction Documents and the EOPCC via email** prior to the pre-final design review meeting. The purpose of this meeting will be to identify any issues with the alignment, profiles and connections for the sewer line(s) and to ensure that the alignment, profiles, pipe sizes, and locations of connections are acceptable to the Owner. Some potential issues to identify at this stage include: private or public utilities that were not

identified on the available record drawings, landscaping or structures that were not identified on the topographical survey or services that were not accounted for. The meeting is also intended to get Owner input on the standard details and to identify any Owner concerns related to operation and maintenance.

Final Design Phase Services

17. **Revisions to Construction Documents:** SMA will revise the Construction Documents to attempt to incorporate the pre-final design review comments resulting from the Owner and Agency reviews. The contract documents will be updated to include applicable wage rates as required by the Funding Agency.
18. **Revisions to EOPCC:** The EOPCC will be updated to reflect design changes.
19. **Resubmittal:** SMA will re-submit the revised Construction Documents to the Owner and Agency as needed based on review comments received.
20. **Production:** SMA will produce a final plan set on 24" x 36" bond, and a final unbound set of the contract documents and specifications. These final documents will be used to make copies for distribution to the Owner and for distribution during bidding. **SMA will deliver three (3) hardcopies of the final Construction Documents and the construction cost estimate (and one digital pdf copy)** to the Owner after production.

Construction Phase Services

21. **Submittal and Shop Drawing Review:** SMA will review submittals and other data that the Contractor is required to submit for conformance with the information in the contract documents and compatibility with the design concept of the project as a functioning whole. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. SMA will verify and document whether Contractor submittals are in accordance with the technical specifications. SMA will create and maintain a log of all submittals and shop drawings.
22. **Respond to Requests for Information:** SMA will respond to the Contractor's Requests for Information (RFIs) in writing. SMA will create and maintain a log of all RFIs. This may include issuing necessary clarifications and interpretations of the contract documents and technical specifications as appropriate.
23. **Field Orders:** SMA may issue field orders authorizing minor variations from the requirements of the contract documents and technical specifications.
24. **Site Visits:** SMA will make periodic visits to the site to observe the progress and quality of the various aspects of the Contractor's work. Based on the information obtained, and to the extent possible during such visits and observations, SMA will determine if the work is proceeding in accordance with the contract documents and technical specifications and will keep the Owner informed of the progress of the work. During such visits, SMA will recommend to the Owner that the Contractor's work be disapproved and rejected while it is in progress if SMA believes that such work will not produce a completed project that conforms generally to the contract documents and technical specifications or that will prejudice the integrity of the design concept of the completed project as a

functioning whole as indicated in the contract documents and technical specifications. These visits will coincide with the progress meetings. The fee is based on making two (2) site visits.

25. **Progress Meetings:** SMA will establish, coordinate and attend regular project meetings throughout the duration of the project. The fee is based on attending monthly meetings for the 90 calendar day construction project duration and preparing agendas and meeting minutes for these meetings.
26. **Preparation of Periodic Pay Requests:** SMA will prepare periodic pay requests for the work accomplished during the pay period as verified by the construction observer. Based on the construction observer review of applications for payment and engineer review of accompanying support documentation, SMA will recommend the amounts that the Contractor be paid. Such recommendations of payment will be based on such observations and review that, to the best of SMA's knowledge, the work has progressed to the point indicated, the quality of such work is generally in accordance with the contract documents, and the conditions precedent to the Contractor being entitled to such payment appear to have been fulfilled.
27. **Preparation of Contract Change Orders:** SMA will recommend action on any proposed contract changes including review of proposed pricing. SMA will prepare formal change orders required for the project.
28. **Review Acceptance Testing:** SMA will review acceptance testing and make recommendations to the Owner regarding acceptance or corrections needed.

Construction Observation Services

29. **Construction Observation:** SMA will provide an on-site Resident Project Representative (RPR) on a part-time basis during construction. The fee for this work was based on 19 inspections that will be coordinated with the Contractor to attempt to occur during periods when the observation will be most beneficial. Please note that SMA is unable to observe errors or deficiencies while SMA personnel are not on site.. The fee for this work was based on a construction duration of 60 calendar days to substantial completion, and 30 calendar days between substantial completion and final completion. The fee for Construction Observation Services is based on 5.5 hours on-site per day, 4.0 hours of travel each day, 0.5 hours for report preparation, a daily per diem of $60.00, and a daily mileage reimbursement of 224.2 miles at $0.725/mile. This work will include coordination of the construction schedule with the Contractor and verification of quality of work for conformance with the Construction Documents.

Schedule

SMA proposes to complete the above scope of services according to the following schedule.

Task	Duration (calendar days)
List of data needed from Owner	21 days from contract execution
Preliminary Design Phase Services	90 days from the receipt of Owner data
Final Design Phase Services	30 days from the receipt of Agency and Owner comments
Bid Phase Services	60 days from the receipt of Agency approval and Owner authorization to Bid

Exhibit A
Preliminary Design, Final Design, Construction Phase and Construction Observation Services
Scope of Services

Construction Phase Services	45 days from the construction Notice to Proceed
Construction Observation Services	45 days from the construction Notice to Proceed

Compensation

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGRT). NMGRT will be added to each invoice based on the current rate at the time of billing. The budgets for the phases shown will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date.

TASKS	Subtotal	NMGRT	Total
Preliminary Design	$32,362.00	$2,649.64	$35,011.64
Final Design	$15,592.00	$1,276.60	$16,868.60
Construction Administration	$32,985.00	$2,700.65	$35,685.65
Construction Observation	$28,928.00	$2,368.48	$31,296.48
TOTALS	$109,867.00	$8,995.36	$118,862.36

Assumptions

SMA made the following assumptions to develop the fee for the above scope of services:

1. SMA assumes that there is no contamination on the project site. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.
2. SMA assumes that the Owner holds titles or easements to any properties required for the project with the exception of the public rights-of-way listed above. SMA assumes that the Owner will provide copies of the warranty deeds, plats, and easement documents to SMA. A title search, warranty deed research, easement research, boundary surveys or easement preparation will require an amendment to this contract, which will be negotiated with the Owner. If the property descriptions in the easement documents are ambiguous, the Owner may need to provide additional direction regarding the proposed improvement locations or negotiate a fee to have SMA prepare a new easement.
3. SMA assumes that the existing topographic survey is adequate for use for the Design Phase services. If significant changes between the surveyed conditions and the field conditions are observed, SMA will alert the Owner, and additional survey work will be negotiated if required; however, SMA makes no guarantee about the accuracy of the aged survey data.
4. SMA assumes that there will not be any additional environmental clearance work will be required to secure the NMDOT permit. If additional environmental clearance work will be required, SMA will negotiate a fee for the additional work required.
5. SMA assumes that the proposed improvements will have adequate space within the specified corridor to be installed. If existing utilities within the corridor prohibit the installation of the proposed improvements, SMA will alert the Owner, and the corridor will be modified, or an additional scope

and fee will be negotiated with the Owner to cover the additional engineering required to mitigate the existing utilities.

6. SMA assumes that the bid opening and the preconstruction conference will either be held at SMA's offices or that the Owner can arrange to hold the meetings at facilities that do not require any fees for their use. No costs for use of a third-party facility are included in the fee.
7. SMA assumes that the construction progress meeting can be held at the Contractor's trailer or at the Owner's facilities. No costs for use of a third-party facility are included in the fee.
8. During construction, job site safety shall be the sole responsibility of the Contractor. SMA will not manage or control the Contractor's work with respect to means, methods, techniques, sequences or procedures, and/or safety. The Contractor will be responsible for complying with rules, laws, ordinances, codes, or orders in the execution of the work. SMA and its subconsultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.

Summary of Cost Proposal

Souder, Miller & Associates
Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: VoR Mechem Utility Reloaction
Project Number: 6333933
Owner: Village of Ruidoso
Date of Submittal: March 27, 2026
Tax Rate on Services: 8.1875%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Preliminary Design	$32,362.00	$2,649.64	$35,011.64
Final Design	$15,592.00	$1,276.60	$16,868.60
Construction Administration	$32,985.00	$2,700.65	$35,685.65
Construction Observation	$28,928.00	$2,368.48	$31,296.48
TOTALS	$109,867.00	$8,995.36	$118,862.36

EXHIBIT B.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

DESIGN PHASE - BASIC ENGINEERING SERVICES

Project Description: VoR Mechem Utility Reloaction
Project Number: 6333933
Owner: Village of Ruidoso
Date of Submittal: March 27, 2026
Tax Rate on Services: 8.1875%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Eng./Sci./ Surv I	Staff EIT/LSIT Sci. III	Eng/CAD Surv/Field Tech VI	Project Fin./Mgr. Asst. II	Mileage	Expenses	Total SMA	Total Task
Billing Rate per Unit	$ 250	$ 185	$ 145	$ 150	$ 100	$ 0.725	$ 1		
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	$	$
Task									
Preliminary Design									
Kick-off Meeting		2		2	2			$ 870	$ 870
Ongoing Project Management	7	13		3				$ 4,605	$ 4,605
Invoicing	3	3			5			$ 1,805	$ 1,805
NMDOT Environmental Clearance		2	5					$ 1,095	$ 1,095
As-built Research			3					$ 435	$ 435
Design Plans									
Index / Cover / Notes / Key Map		1	4	13				$ 2,715	$ 2,715
Plan & Profiles	2	3		17				$ 3,605	$ 3,605
Details		4		7				$ 1,790	$ 1,790
Traffic Control		7		13				$ 3,245	$ 3,245
Engineer's Opinion of Probable Construction Cost (EOPCC)		3	5					$ 1,280	$ 1,280
Prepare Contract Documents and Specifications		9	17					$ 4,130	$ 4,130
QAQC	9	3	11					$ 4,400	$ 4,400
Submission to Agencies		2	3				100	$ 905	$ 905
Design Review with Owner		4	4			224		$ 1,482	$ 1,482
Subtotal Hours:	21	56	52	55	7	224	100	$ 32,362	**$ 32,362**
Subtotal Cost:	$ 5,250	$ 10,360	$ 7,540	$ 8,250	$ 700	$ 162	$ 100	$ 32,362	
Final Design									
Ongoing Project Management	4	4	2					$ 2,030	$ 2,030
Invoicing	2	2			3			$ 1,170	$ 1,170
Revisions to Design Plans									
Index / Cover / Notes / Key Map		1		4				$ 785	$ 785
Plan & Profiles	1	3	3	9				$ 2,590	$ 2,590
Details		2		4				$ 970	$ 970
Traffic Control		4		7				$ 1,790	$ 1,790
Revisions to EOPCC		2	3					$ 805	$ 805
Revisions to Construction Documents		5	9					$ 2,230	$ 2,230
Design Review with Owner		4	4			224		$ 1,482	$ 1,482
Resubmittal		2	3				50	$ 855	$ 855
Production			3	3				$ 885	$ 885
Subtotal Hours:	7	29	27	27	3	224	50	$ 15,592	**$ 15,592**
Subtotal Cost:	$ 1,750	$ 5,365	$ 3,915	$ 4,050	$ 300	$ 162	$ 50	$ 15,592	
									$ 47,955

EXHIBIT C.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES

Project Description: VoR Mechem Utility Reloaction
Project Number: 6333933
Owner: Village of Ruidoso
Date of Submittal: March 27, 2026
Tax Rate on Services: 8.1875%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Eng./Sci./ Surv I	Project Eng./Sci./ Surv I	Staff EIT/LSIT Sci. III	Eng/CAD Surv/Field Tech IV	Eng/CAD Surv/Field Tech VI	Eng/CAD Surv/Field Tech III	Construc. Observer IV	Project Fin./Mgr. Asst. II	GPS	Mileage	Expenses	Per Diem (Part Day)	Per Diem (Full Day)	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	$ 250	$ 185	$ 155	$ 145	$ 120	$ 150	$ 105	$ 130	$ 100	$ 30	$ 0.725	$ 1	$ 60	$ 220			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	Days	$	$	$
Task																	
Construction Administration																	
Ongoing Project Management	5	10		2											$ 3,390	$ -	$ 3,390
Invoicing	2	2							4						$ 1,270	$ -	$ 1,270
Conform Contract Documents		3	5	11											$ 2,925	$ -	$ 2,925
Submittal and Shop Drawing Review		2	6	11											$ 2,895	$ -	$ 2,895
Respond to Requests for Information		3	5	5											$ 2,055	$ -	$ 2,055
Site Visits (1 site visits)		7	7								224				$ 2,542	$ -	$ 2,542
Preparation and Progress Meetings (2 meetings)			2	3											$ 745	$ -	$ 745
Preparation of Periodic Pay Requests (2 months)		3	7	9											$ 2,945	$ -	$ 2,945
Preparation of Contract Change Orders	3	5	11	21		21									$ 9,575	$ -	$ 9,575
Complete Acceptance Meeting		7	7					7			224				$ 3,452	$ -	$ 3,452
Maintain Records			3	5											$ 1,190	$ -	$ 1,190
Subtotal Hours:	10	42	53	67		21		7	4		448				$ 32,985	$ -	**$ 32,985**
	$ 2,500	$ 7,770	$ 8,215	$ 9,715	$ -	$ 3,150	$ -	$ 910	$ 400	$ -	$ 325	$ -	$ -	$ -	$ 32,985		
Construction Observation																	
Construction Observation								190			4259		19		$ 28,928	$ -	$ 28,928
Number of Visits = 19																	
Hours per Visit = 10																	
Subtotal Hours:								190			4259		19		$ 28,928	$ -	**$ 28,928**
Subtotal Cost:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,700	$ -	$ -	$ 3,088	$ -	$ 1,140	$ -	$ 28,928		

Total Cost of Construction Phase Services: $ 61,913

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 9.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: April 16, 2026

Re: Discussion and Possible Action on Task Order RFP #2026-001P-02 with Souder, Miller & Associates for Professional Engineering Services on the Design and Construction Observation of the Ponderosa Heights Improvements in the Amount of $607,754.10 Including NMGRT, Contingent Upon Fully Executed Colonias Emergency Grant Agreement.

Item Summary:

Discussion and Possible Action on Task Order RFP #2026-001P-02 with Souder, Miller & Associates for Professional Engineering Services on the Design and Construction Observation of the Ponderosa Heights Improvements in the Amount of $607,754.10 Including NMGRT, Contingent Upon Fully Executed Colonias Emergency Grant Agreement.

Financial Impact:

Upon execution of the grant agreement, Finance will complete a budget adjustment to include the funds in the General Capital Improvements Fund's Capital Outlay - Projects line item (320-302-53006) in the amount of $4,080,659.00.

Item Discussion:

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Design, Bid, Construction and Construction Observation Services to the Village of Ruidoso (Owner) for approximately 10,200 linear feet roadway and drainage improvements. The improvements are on the following routes: Brady Canyon Road from NM 48 to the intersection with Maple (approx. 0.86 miles) Maple Drive - from Brady Canyon Road to Redwood Drive (approx. 0.53 miles) Ponderosa Drive- from Brady Canyon Road to Ash Drive (approx. 0.41 miles) Ash Drive- between Brady Canyon Road and Ponderosa Drive (approx. 0.10 miles).

Recommendations:

To Approve Task Order RFP #2026-001P-02 with Souder, Miller & Associates for Professional Engineering Services on the Design and Construction Observation of the Ponderosa Heights Improvements in the Amount of $607,754.10 Including NMGRT, Contingent Upon Fully Executed Colonias Emergency Grant Agreement.

ATTACHMENTS:

RFP #2026-001P-02.pdf
NMED Contract - CIF SMA VOR Ponderosa Heights Impr 2-18-26.revised with broken out costs.pdf

TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
SOUDER, MILLER & ASSOCIATES
FY2025

1. **Task Order Number:** 2026-001P-02

2. **Title:** Ponderosa Heights Improvements

3. **Project Number:** 6335165

4. **Location:** Ruidoso

5. **Scope of Services Required:** See attached proposal.

6. **Village Contact:** Levi Beaty

   Souder, Miller & Associates Contact: Marty Howell

7. **Estimated Performance Time:** 17 Months

8. **Estimated Cost:** $607,754.10 including GRT (total project)
   Roads and Drainage: $488,527.15 including GRT
   Water: $119,229.12 including GRT

9. **Attachments:** Proposal

10. **The parties hereto executed the original Task Order on: (date) :** _____

Village of Ruidoso	**Souder, Miller & Associates**
_____	Marty Howell _____
Lynn D. Crawford, Mayor	
Date: _____	**Date:** April 1, 2026

ATTEST:

_____
Yvonne Vigil, Village Clerk

AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)

THIS Agreement, made this 16th day of April, 2026 (effective date) by and between the Village of Ruidoso hereinafter referred to as the OWNER, and Souder, Miller & Associates, Inc. hereinafter referred to as the ENGINEER. This contract expires on _____, 2029.

The OWNER intends to construct a Project consisting of roadway, drainage and utility improvements in the Ponderosa Heights subdivision.

in Lincoln County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

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☐ Attachment II - Engineering Services During the Planning Phase
Authorization to proceed date: This _____ day of _____, 2026
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.

☒ Attachment III - Engineering Services During the Design Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be 240 calendar days from Authorization to proceed date. This phase expires on _____2026.

☒ Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be 270 calendar days from Authorization to proceed date. This phase expires on _____, 2027.

☐ Attachment V - Engineering Services During the Operation Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.

☐ Attachment VI – Amendments to Agreements for Engineering Services
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.

☐ _____

SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may be become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at http://www.epa.gov/quality/index.html. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER’S opinions of probable Construction Cost are to be made on the basis of the ENGINEER’S experience and qualifications and represent ENGINEER’S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor’s methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ and independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor’s work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor’s work in progress, nor for any failure of the Contractor to

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

5. Changes

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed

in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are $100.00 (minimum one-hundred dollars [$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof. and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of $10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

12. Insurance

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

13. Environmental Condition of Site

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for

evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

SECTION B –ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.

4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

SECTION C – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate "None")

☐ None

1. The OWNER and ENGINEER agree that the contract time identified in each Attachment to this Agreement is considered met upon substantial completion of the Work associated with each Phase. Substantial completion is understood as submittal of a final draft of the required documentation and/or completion of tasks identified for each Phase. Liquidated damages shall not apply to the time required for final review and acceptance by the OWNER and/or the Funding Agency, and time required by the ENGINEER to make minor adjustments to the Work as requested by the OWNER, State regulatory agencies, or Funding Agency. The time required by the ENGINEER to make such minor adjustments however, shall not exceed 21 days, after which time liquidated damages as identified in Section A.8 shall apply.

2. The standard rates identified within each Exhibit to the present Agreement are effective as of the date of the Agreement and will be adjusted annually and submitted to the OWNER in the month of January of each subsequent year that the Agreement remains in force, to reflect equitable changes in the compensation payable to ENGINEER. The only rate that will be adjusted automatically with or without notification is the mileage rate which is tied to the current IRS rate as of the date of each invoice.

☐ For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

☒ The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the OWNER may immediately terminate this Agreement by giving the ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. The ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

☒ This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing the ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay the ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

☐ MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this contract, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

3. TERMINATION

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the

termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

5. AUDIT; ACCESS TO RECORDS

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of $10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;

2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. If the sub-agreement is terminated for default or for convenience.

6. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.
The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
OWNER
Type Name Lynn Crawford
Title Mayor

By: _____ Date: 2/11/2026
ENGINEER
Type Name Marty Howell, P.E.
Title President
Address 3500 Sedona Hills Parkway
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY
AGENCY NAME: _____
By _____
Type Name_____
Date _____

ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than $500,000 for injury to any one person and $1,000,000 on account of any one accident and in the amount of not less than $1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than $1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the _____day of _____, 2026 (effective date) by and between the Village of Ruidoso, the OWNER, and Souder, Miller & Associates, Inc., the ENGINEER, the OWNER and ENGINEER agree this _____ day of_____, 2026 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:
Design of roadway, drainage and utility system improvements as detailed on the attached Exhibit A.

B. Cost Proposal – Include hourly breakdown for each task

Task	Cost	Cost w/NMGRT
Field Surveying & Mapping	$ 66,742.00	$ 72,206.50
Preliminary Design Phase Services	$ 205,600.00	$ 222,433.50
Final Design Phase Services	$ 77,242.00	$ 83,566.19
Total	$ 349,584.00	$ 378,206.19

As detailed in the attached cost breakdown

C. Reimbursable Expense Schedule
NA

D. Contract Time shall be 240 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by _____ (DATE). If design phase services have not been completed and accepted by _____ the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Design Phase shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed $349584, excluding gross receipt tax.

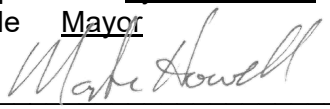
☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Design Phase, as described, shall not exceed $_____, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
OWNER
Type Name Lynn Crawford
Title Mayor

By:  Date: 2/11/2026
ENGINEER
Type Name Marty Howell, P.E.
Title President
Address 3500 Sedona Hills Parkway
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY
AGENCY NAME: _____
By _____
Type Name_____
Date _____

ATTACHMENT IV – Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the _____day of _____, 2026 (effective date) by and between the Village of Ruidoso, the OWNER, and Souder, Miller & Associates, Inc., the ENGINEER, the OWNER and ENGINEER agree this _____ day of_____, 2026 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Construction Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:
Construction administration, construction observation and closeout for roadway, drainage and utility system improvements in the Ponderosa Heights subdivision as detailed in the attached Scope of Services.

B. Cost Proposal – Include hourly breakdown for each task

Task	Cost	Cost w/NMGRT
Bid Phase Services	$ 19,942.00	$ 21,574.75
Construction Phase Services	$ 84,524.00	$ 91,444.40
Construction Observation Services	$ 67,243.00	$ 72,748.52
Closeout Services	$ 40,467.00	$ 43,780.24
Total	$ 212,176.00	$ 229,547.91

As detailed in the attached cost breakdown tables.

C. Reimbursable Expense Schedule
NA

D. Contract Time shall be 270 calendar days from the date of the OWNERS signature on Attachment IV. Construction phase services shall be completed and accepted by the OWNER by _____ (DATE). If construction phase services have not been completed and accepted by _____ the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Construction Phase shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Construction Phase, as described, including reimbursable expenses shall not exceed $212,176.00, excluding gross receipt tax.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Construction Phase, as described, shall not exceed $_____, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

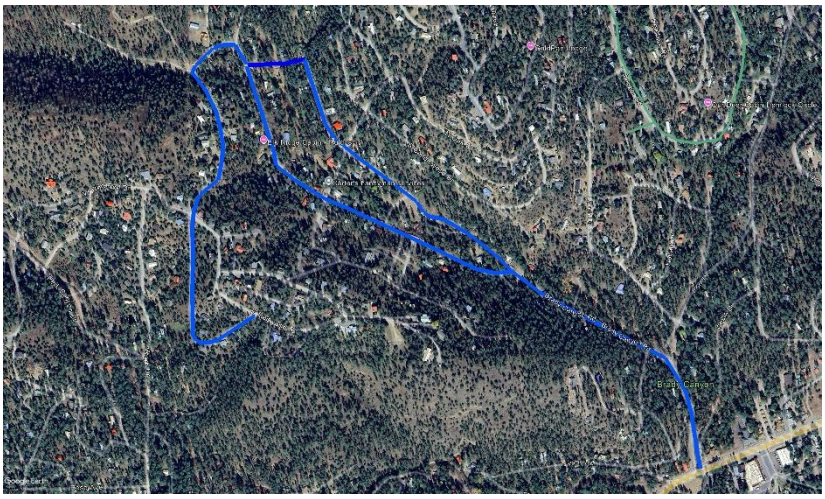
By: _____ Date: _____
OWNER
Type Name Lynn Crawford
Title Mayor

By: _____ Date: 2/11/2026
ENGINEER
Type Name Marty Howell, P.E.
Title President
Address 3500 Sedona Hills Parkway
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY
AGENCY NAME: _____
By _____
Type Name_____
Date _____

Scope of Services

Project Description



Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Design, Bid, Construction and Construction Observation Services to the Village of Ruidoso (Owner) for approximately 10,200 linear feet roadway and drainage improvements. The improvements are on the following routes:

- Brady Canyon Road from NM 48 to the intersection with Maple (approx. 0.86 miles)
- Maple Drive - from Brady Canyon Road to Redwood Drive (approx. 0.53 miles)
- Ponderosa Drive- from Brady Canyon Road to Ash Drive (approx. 0.41 miles)
- Ash Drive- between Brady Canyon Road and Ponderosa Drive (approx. 0.10 miles)

SMA proposes to complete the following scope of work.

Project Management

1. **Project Management Plan (PMP) Preparation:** SMA will prepare a PMP to outline and document the following to ensure the entire project team has information necessary for a successful project:
    a. Project team roles and responsibilities
    b. SMA role in the project
    c. Subconsultants for the project
    d. Critical issues for the project
    e. Project scope, budget and schedule including identification of critical path items
    f. Change management and mitigation
    g. QAQC Plan
    h. Risk identification and safety plan

    The PMP is intended to be a living document and the PM will update the PMP throughout the project as necessary.
2. **Kick-off Meeting:** SMA will hold an internal kick-off meeting to review the PMP with all of the project team members.
3. **Ongoing Project Management:** SMA will set up project budget and files, keep project records, update PMP as necessary, and prepare monthly invoices as outlined in the contract. The fee for these monthly project management tasks is based on an overall project duration of nine (9) months.

Preliminary Design Phase Services

4. **Property/Easement Research:** SMA will research Lincoln County Right-of-Way Maps, and will research County plat records for adjacent properties and for existing easements shown on plats that may be applicable to the project. Included are the copying and related costs charged by the County for this research. SMA has not included a title search or warranty deed/easement research in this scope of services.
5. **As-built Research:** SMA will go through the Owner's available record drawings for applicable projects. The Owner will provide access to the records or will provide the records to SMA.
6. **Utility Coordination:** SMA will submit a design conference ticket and a design locate to the 811 Utility Locating System to attempt to get information regarding utilities that may be impacted by the proposed project. SMA will follow-up with utilities that do not respond to the design conference ticket up to two times before proceeding with the design without the utility information. SMA has not included physical utility location (potholing) nor associated mapping in this scope of services. SMA shall not be held responsible for costs (typically change order costs) associated with utilities that are not marked despite SMA's efforts to obtain the existing utility information.
7. **Topographic Survey:** SMA will establish control and perform a Topographic Survey of the project area. The survey will also collect utility markings from a NM 811 design locate request (this does not include private utility locating). The survey will identify the approximate locations of right-of-way lines and easements taken from available public records, however this will not be a Right-of-Way Survey or Boundary Survey in accordance with the Minimum Standards for Surveying in New Mexico.
8. **Geotechnical Investigation:** SMA will subconsult with a licensed testing laboratory to complete a geotechnical investigation of the project area. The investigation will be intended to determine the suitability of the native material for bedding and backfill as well as to determine if there are any constructability concerns such as corrosive soils, rock excavation or shallow groundwater table.
9. **Roadway and Drainage Improvement Plans:** SMA will develop a preliminary set of Construction Plans following established NMDOT policies and procedures.
    - Construction Plans will include the following:
    - General Notes and Utility Owner Contacts
    - Typical Sections
    - Summary of Quantities
    - Quantity Schedules
    - Miscellaneous Detail Sheets
    - Survey Control Sheets
    - Temporary Erosion & Sediment Control Measures
    - Plan & Profile Sheets
        - The improvements are anticipated to be surface features, such as swales, hard lined channels, outlets, erosion control and drainage structures if required. If it is determined that a storm drain system cannot be avoided a contract amendment will be established and agreed to prior to work commencing on this or subsequent tasks. The use of curb and gutter will also be analyzed and its placement will be discussed prior to continuing.

- Turnout profiles
- Suggested Sequence of Construction/Temporary Traffic Control Phasing Map
  - This task will include a Preliminary Sequence of Construction Phasing Plan to provide a suggestion to contractors for traffic control. All phasing will take current MUTCD, NMDOT and FHWA Work Zone Best Practices Guidebook requirements into consideration.
- Permanent Signing and Striping Sheets
  - This task involves using current MUTCD and NMDOT Signing & Striping Manual (2008) applicable requirements.
- Structure Sections Sheets
- Utility Sheets
  - This milestone will include conducting a Preliminary Design (60%) review meeting with the design team and Client. Overall plan development will be overseen by SMA Project Manager.
  - SMA Deliverables: Preliminary Design (60%) Plans in PDF format for distribution, provide KMZ of design; conduct Preliminary Design (60%) review meeting and prepare meeting minutes and coordination.
- Preliminary Cost Engineers Opinion of Probable Construction Costs (EOPCC).

10. **Design of Waterline Plan:** SMA will prepare a pre-final horizontal alignment design for the waterlines incorporating the data from the as-built research, the utility coordination and the property and easement research.
11. **Design of Waterline Profile:** SMA will prepare the pre-final design of the profile for the waterlines. This profile will take into account the known underground utilities and will account for depth of bury if that information was relayed by the utility companies and attempt to minimize high points in the waterline.
12. **Design Water Connections:** SMA will prepare the pre-final design of the connections to the proposed waterlines. SMA will design the connections to the existing system and any branch lines. Design of service line connections will not be included in this task because this work is covered by in the standard details, and the location of the service lines will be field coordinated by the construction observer during construction.
13. **Prepare Plans:** SMA will prepare a pre-final set of plans to include the design elements above and a Cover Sheet, General Notes, Overall Map with Survey Control, Standard Details, and Standard Construction Traffic Control Sheets.
14. **Site Certificate:** SMA will review the property information provided by the Owner and plats available from the County. If sufficient documentation exists to show that the Owner has secured all of the property necessary for the project, SMA will execute the Site Certificate. If there is not sufficient documentation, SMA will alert the Owner to the deficiencies in the documentation.
15. **Engineer's Opinion of Probable Construction Cost (EOPCC):** Once the pre-final design of the waterline(s) is complete, SMA will estimate the quantities for all proposed items and will prepare unit cost price estimates for each item using SMA's database of existing projects and other resources.

16. **Prepare Contract Documents and Specifications:** SMA will prepare contract documents utilizing the Engineers Joint Contract Documents Committee (EJCDC) standard contract. This task includes modifying the standard contract for this project, and preparing a bid schedule. SMA will also prepare technical specifications to cover work included in the project.
17. **Submission to Agencies:** SMA will submit the pre-final plans, contract documents and technical specifications (Construction Documents) to the following Agencies for their review concurrent with the design review with the Owner:
    a. NMED – Construction Programs Bureau (CPB)
    b. NMED-DWB – SMA will follow the NMED-Drinking Water Bureau (DWB) construction application checklist to prepare the Application for Construction or Modification of Public Water Supply System. The Owner will need to provide all the information requested by NMED-DWB that is not part of the proposed project. SMA understands that NMED-DWB approval is not required for pipeline projects.

    SMA intends to address the comments from the Owner and the Agencies at the same time.
18. **Design Review with Owner:** SMA will conduct a meeting with the Owner's representative to review the pre-final design. **SMA will submit an electronic copy of the pre-final Construction Documents and the EOPCC via email** prior to the pre-final design review meeting. The purpose of this meeting will be to identify any issues with the alignment, profiles, and connections for the waterline(s) and to ensure that the alignment, profiles, pipe sizes, and locations of connections are acceptable to the Owner. Some potential issues to identify at this stage include: private or public utilities that were not identified on the available record drawings, landscaping or structures that were not identified on the topographic survey. The meeting is also intended to get Owner input on the standard details and to identify any Owner concerns related to operation and maintenance.

Final Design Phase Services

19. **Revisions to Construction Documents:** SMA will revise the Construction Documents to attempt to incorporate the pre-final design review comments resulting from the Owner and Agency reviews. The contract documents will be updated to include wage rates as required by the Funding Agency.
20. **Revisions to EOPCC:** The EOPCC will be updated to reflect design changes.
21. **Resubmittal:** SMA will re-submit the revised Construction Documents to the Owner and Agencies as needed based on review comments received.
22. **Production:** SMA will produce a final plan set on 24" x 36" bond, and a final unbound set of the contract documents and specifications. These final documents will be used to make copies for distribution to the Owner and for distribution during bidding. **SMA will deliver three (3) hardcopies of the final Construction Documents and the EOPCC (and one digital pdf copy)** to the Owner after production.

Bid Phase Services

23. **Advertisement:** SMA will arrange to have the Advertisement for Bids published in one newspaper of general circulation nearest to the Owner's location two (2) times, approximately a week apart. The cost of the Advertisement is included in SMA's fee.

24. **Distribute Bid Documents:** SMA will make available electronic copies of the construction documents to interested Contractors during bidding and to local plan rooms. Contractors may obtain copies by contacting SMA to obtain access via the SMA web site. SMA will provide three (3) copies of 24" x 36" final design drawings, contract documents and technical specifications to the Contractor to whom the project is awarded.
25. **Substitution Evaluation:** SMA will evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, provided that such proposals are allowed by the contract documents prior to award of contracts for the Work. Engineer shall issue a bid addendum to allow approved "or equals" and substitutes.
26. **Answer Questions During Bidding:** SMA will accept and answer questions from Contractors during bidding.
27. **Prepare Addenda:** If any additional information needs to be included in the construction documents, SMA will prepare addenda and distribute these addenda to all interested Contractors, to the Owner and to the Funding Agency.
28. **Pre-bid Conference:** Prior to the bid opening, SMA will conduct a pre-bid conference to review the project and to address any outstanding issues with the construction documents. A field review of the project may be conducted during this pre-bid conference. SMA assumes that the Owner can arrange to hold the pre-bid conference at facilities that do not require any fees for their use, so no costs for facility use are included.
29. **Open Bids:** The Contractors will submit their bids to the Owner up to the bid opening deadline. After the bid opening deadline, SMA will read the bids received aloud, and will adjourn the bid opening meeting.
30. **Preparation of Bid Tabulation:** SMA will examine and tabulate the bids received to identify any math or extension errors.
31. **Preparation of Recommendation of Award:** SMA will examine the bid packages received for completeness. SMA will check that the Contractors are properly licensed and will verify the references for the low bidder. SMA will then make a written recommendation to the Owner for the award of the construction contract.

Construction Phase Services

32. **Conform Contract Documents:** Once the Owner and Agency have approved the recommendation of award, SMA will prepare the Notice of Award for execution by the Owner and the Contractor. SMA will also prepare the contract documents for execution. Four (4) original copies will be prepared for execution by the Owner and Contractor and for concurrence by the Funding Agency. SMA will distribute the fully executed copies to the Owner, the Contractor the Funding Agency, and will keep one original.
33. **Pre-construction Conference:** SMA will conduct a pre-construction conference to address construction related issues with the Owner and Contractor. The cut-off for pay periods will be set as well as the Notice to Proceed date. SMA will prepare the Notice to Proceed for execution by the Contractor and the Owner.

34. **Submittal and Shop Drawing Review:** SMA will review submittals and other data that the Contractor is required to submit for conformance with the information in the contract documents and compatibility with the design concept of the project as a functioning whole. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. SMA will verify and document whether Contractor submittals are in accordance with the technical specifications. SMA will create and maintain a log of all submittals and shop drawings.
35. **Respond to Requests for Information:** SMA will respond to the Contractor's Requests for Information (RFIs) in writing. SMA will create and maintain a log of all RFIs. This may include issuing necessary clarifications and interpretations of the contract documents and technical specifications as appropriate.
36. **Field Orders:** SMA may issue field orders authorizing minor variations from the requirements of the contract documents and technical specifications.
37. **Site Visits:** SMA will make periodic visits to the site to observe the progress and quality of the various aspects of the Contractor's work. Based on the information obtained, and to the extent possible during such visits and observations, SMA will determine if the work is proceeding in accordance with the contract documents and technical specifications and will keep the Owner informed of the progress of the work. During such visits, SMA will recommend to the Owner that the Contractor's work be disapproved and rejected while it is in progress if SMA believes that such work will not produce a completed project that conforms generally to the contract documents and technical specifications or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents and technical specifications. These visits will coincide with the progress meetings. The fee is based on making five site visits [one site visit per month for the 150 calendar day construction project duration and preparing a site visit record for the Owner via email.
38. **Progress Meetings:** SMA will establish, coordinate and attend regular project meetings throughout the duration of the project. The fee is based on attending monthly meetings for the 150 calendar day construction project duration and preparing agendas and meeting minutes for these meetings.
39. **Preparation of Periodic Pay Requests:** SMA will prepare periodic pay requests for the work accomplished during the pay period as verified by the construction observer. Based on the construction observer review of applications for payment and engineer review of accompanying support documentation, SMA will recommend the amounts that the Contractor be paid. Such recommendations of payment will be based on such observations and review that, to the best of SMA's knowledge, the work has progressed to the point indicated, the quality of such work is generally in accordance with the contract documents, and the conditions precedent to the Contractor being entitled to such payment appear to have been fulfilled.
40. **Preparation of Contract Change Orders:** SMA will recommend action on any proposed contract changes including review of proposed pricing. SMA will prepare formal change orders required for the project.
41. **Complete Acceptance Meeting:** SMA will schedule and arrange acceptance meetings when notified by the Contractor that the project is ready for acceptance. SMA will complete one (1) substantial

completion acceptance meetings, prepare and distribute a "punchlist" outlining items to be addressed, and complete one (1) follow-up final completion meeting after Contractor indicates that the "punchlist" has been completed and make a recommendation to the Owner regarding project acceptance.

42. **Preparation of Close-out Documents:** At the completion of the project, SMA will complete forms, provide direction, and coordinate completion of the closeout documents required by the NMED [Funding Agency] listed below:
    a. Certification of Substantial Completion
    b. Engineer & Community Acceptance
    c. Record Drawings & O&M Manuals Acceptance
    d. Consent of Surety to Final Payment
    e. Affidavit of Payment and Release of Liens
    f. Labor Standards Certification
43. **Maintain Records:** SMA will maintain records of all contract documents, change orders, RFIs, pay requests, funding reimbursement requests, financial status reports, certified payroll, and design and construction documents during the entire construction period and will deliver one (1) copy of the complete project records to the Owner at the completion of construction in digital PDF format.

Closeout Services

44. **Preparation of Record Drawings:** SMA will update the construction plans to reflect changes made during construction. Record Drawings will be prepared utilizing the project documentation provided by the Contractor. **SMA will submit the two sets of record drawings to the Owner in printed format, one additional set will be submitted in digital (PDF format] and the Owner's GIS database will be updated to include this project record data** to the Owner upon completion.
45. **Preparation of Operation and Maintenance (O&M) Manual:** SMA will prepare an O&M Manual to include operation and maintenance information provided by the manufacturer of manufactured goods installed on the project.
46. **Warranty Meeting:** SMA will schedule and arrange a warranty meeting 11 months after the substantial completion date to make recommendations to the Owner regarding corrections covered by the Contractor's warranty that need to be completed. SMA will complete one (1) warranty meeting, prepare and distribute a "punchlist" outlining items to be addressed, and complete one (1) follow-up meeting after Contractor indicates that the "punchlist" has been completed.

Construction Observation Services

47. **Construction Observation:** SMA will provide an on-site Resident Project Representative (RPR) on a part-time basis during construction. The fee for this work was based on a construction duration of 150 calendar days and completing two inspections per week that will be coordinated with the Contractor to attempt to occur during periods when the observation will be most beneficial. SMA will coordinate with the Contractor to attempt to minimize the number of site visits and provide site visits when they are most beneficial. Please note that SMA is unable to observe errors or deficiencies while SMA personnel are not on site. during progression of construction. The fee for this work was based on a construction duration of 120 calendar days to substantial completion, and 30 calendar days

between substantial completion and final completion. The fee for Construction Observation Services is based on 6.5 hours on-site per day, three (3) hours of travel each day, 0.5 hours for report preparation, a daily per diem of $60, and a daily mileage reimbursement of 225 miles at $0.725/mile. This work will include coordination of the construction schedule with the Contractor and verification of quality of work for conformance with the Construction Documents.

48. **Preconstruction Conference:** The RPR will participate in the pre-construction conference prior to commencement of work at the site.
49. **Quantity Verification:** The RPR will verify the quantities in applications for payment and accompanying support documentation and advise the engineer regarding the amounts that the Contractor should be paid.
50. **Material Verification:** While on-site, SMA will verify and document that material received is per the submittals, material installed, tested, and measured per the technical specifications.

Schedule

SMA proposes to complete the above scope of services according to the following schedule.

Task	Duration (calendar days)
List of data needed from Owner	5 days from contract execution
Field Surveying and Mappingq	30 days from contract execution
Preliminary Design Phase Services	180 days from the receipt of Owner data
Final Design Phase Services	60 days from the receipt of Agencies and Owner comments
Bid Phase Services	45 days from the receipt of Agencies approval and Owner authorization to Bid
Construction Phase Services	150 days from the construction Notice to Proceed
Construction Observation Services	150 days from the construction Notice to Proceed
Closeout Services	45 days from construction completion

Compensation

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGRT). NMGRT will be added to each invoice based on the current rate at the time of billing. The budgets for the phases shown will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date.

Water System Improvements:

Task	Cost	Cost w/NMGRT
Field Surveying & Mapping		
Preliminary Design Phase Services	$ 59,277.00	$ 64,130.30
Final Design Phase Services	$ 29,712.00	$ 32,144.67
Bid Phase Services	$ 1,994.00	$ 2,157.26
Construction Phase Services	$ 8,452.00	$ 9,144.01
Construction Observation Services	$ 6,724.00	$ 7,274.53
Closeout Services	$ 4,047.00	$ 4,378.35
Total	$ 110,206.00	$ 119,229.12

Roadway and Drainage Improvements:

Task	Cost	Cost w/NMGRT
Field Surveying & Mapping	$ 66,742.00	$ 72,206.50
Preliminary Design Phase Services	$ 146,323.00	$ 158,303.20
Final Design Phase Services	$ 47,531.00	$ 51,422.60
Bid Phase Services	$ 17,948.00	$ 19,417.49
Construction Phase Services	$ 76,072.00	$ 82,300.40
Construction Observation Services	$ 60,519.00	$ 65,473.99
Closeout Services	$ 36,421.00	$ 39,402.97
Total	$ 451,556.00	$ 488,527.15

Total

Task	Cost	Cost w/NMGRT
Field Surveying & Mapping	$ 66,742.00	$ 72,206.50
Preliminary Design Phase Services	$ 205,600.00	$ 222,433.50
Final Design Phase Services	$ 77,242.00	$ 83,566.19
Bid Phase Services	$ 19,942.00	$ 21,574.75
Construction Phase Services	$ 84,524.00	$ 91,444.40
Construction Observation Services	$ 67,243.00	$ 72,748.52
Closeout Services	$ 40,467.00	$ 43,780.24
Total	$ 561,760.00	$ 607,754.10

Assumptions

SMA made the following assumptions to develop the fee for the above scope of services:

1. SMA assumes that there is no contamination on the project site. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.
2. SMA assumes that the Owner holds titles or easements to any properties required for the project with the exception of the public rights-of-way listed above. SMA assumes that the Owner will provide copies of the warranty deeds, plats, and easement documents to SMA. A title search, warranty deed research, easement research, boundary surveys or easement preparation will require an amendment to this contract, which will be negotiated with the Owner. If the property descriptions in the easement documents are ambiguous, the Owner may need to provide additional direction regarding the proposed improvement locations or negotiate a fee to have SMA prepare a new easement.
3. SMA assumes that the Owner will provide operations staff to open or otherwise provide access to the existing facilities that need to be surveyed.
4. SMA assumes that there will not be any additional environmental clearance work will be. If environmental clearance work will be required, SMA will negotiate a fee for the additional work required.
5. SMA assumes that there are no geotechnical conditions that will require special design considerations (corrosive soils, shallow groundwater, rock excavation). If such conditions are

discovered by the geotechnical investigation, SMA will alert the Owner and a fee will be negotiated with the Owner to cover the additional engineering required to mitigate the geotechnical conditions.

6. SMA will not be responsible for any damage that occurs to the geotechnical drilling or ingress/egress areas. The drilling platform is considered heavy equipment which may damage asphalt paving, concrete pavement/slabs, underground vaults, lawns and landscaped areas. SMA's geotechnical subconsultant will backfill any earthen area borings with cuttings from the test hole, and in paved areas the borings will be backfilled with cuttings and patched with asphaltic "cold-patch". Any settlement of these areas after SMA's geotechnical subconsultant has left the project site is the responsibility of the Owner. If there are any critical areas within the project site that the Owner wants returned to pre-drilling condition, they shall notify SMA so that we can negotiate a fee for that additional work.
7. SMA assumes that the Owner knows the location of their existing utilities and can mark the locations within allowable 811 tolerances (typically within 18 inches).
8. SMA assumes that the proposed improvements will have adequate space within the specified corridor to be installed. If existing utilities within the corridor prohibit the installation of the proposed improvements, SMA will alert the Owner, and the corridor will be modified, or an additional scope and fee will be negotiated with the Owner to cover the additional engineering required to mitigate the existing utilities.
9. SMA assumes that the Owner does not have an existing Supervisory Control and Data Acquisition (SCADA) system or that the proposed improvements will need to be tied into an existing SCADA system.
10. SMA assumes that the bid opening and the preconstruction conference will either be held at the Owner's offices that do not require any fees for their use. No costs for use of a third-party facility are included in the fee.
11. SMA assumes that the construction progress meeting can be held at the Contractor's trailer or at the Owner's facilities. No costs for use of a third-party facility are included in the fee.
12. During construction, job site safety shall be the sole responsibility of the Contractor. SMA will not manage or control the Contractor's work with respect to means, methods, techniques, sequences or procedures, and/or safety. The Contractor will be responsible for complying with rules, laws, ordinances, codes, or orders in the execution of the work. SMA and its subconsultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.

Summary of Cost Proposal

Souder, Miller & Associates
Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: Ponderosa Canyon Improvements
Project Number: 6335165
Owner: Ruidoso
Date of Submittal: February 11, 2026
Tax Rate on Services: 8.1875%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Field Survey and Mapping	$66,742.00	$5,464.50	$72,206.50
Preliminary Design	$205,600.00	$16,833.50	$222,433.50
Final Design	$77,242.00	$6,324.19	$83,566.19
Bid Administration	$19,942.00	$1,632.75	$21,574.75
Construction Administration	$84,524.00	$6,920.40	$91,444.40
Closeout	$40,467.00	$3,313.24	$43,780.24
Construction Observation	$67,243.00	$5,505.52	$72,748.52
TOTALS	$561,760.00	$45,994.10	$607,754.10

EXHIBIT B.2 - COST PROPOSAL
Souder, Miller & Associates
Professional Services and Expenses Task/Hours/Fee Breakdown Related To

DESIGN PHASE - BASIC ENGINEERING SERVICES

Project Description: Ponderosa Canyon Improvements
Project Number: 6335165
Owner: Ruidoso
Date of Submittal: February 11, 2026
Tax Rate on Services: 8.1875%
Note: Figures in this table do not include tax.

Job Description		Principal		Project Eng./Sci./ Surv II		Eng/CAD Surv/Field Tech VI		Eng/CAD Surv/Field Tech IV	Eng/CAD Surv/Field Tech V	Eng/CAD Surv/Field Tech I	GPS	Mileage	Vehicle	Per Diem (Full Day)	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit		$ 250		$ 155		$ 150		$ 120	$ 135	$ 75	$ 30	$ 0.725	$ 60	$ 220			
Unit		Hrs		Hrs		Hrs		Hrs	Hrs	Hrs	HR	Mi	Days	Days	$	$	$
Task																	
Field Survey and Mapping																	
Survey Plan / Instructions	Flat	1		4		1			1	1					$ 1,230	$ -	$ 1,230
Survey Research:																	
Utility Locations	Flat			1					3						$ 560	$ -	$ 560
Right of Way / Easements	Calc	1		3											$ 715	$ -	$ 715
Perform Field Research	Calc								4						$ 540	$ -	$ 540
Perform Field Survey	Calc					91			17	91	113	1166.25	15.125	26	$ 33,633	$ -	$ 33,633
Traffic Control	Flat														$ -	$ -	$ -
Establish Utility & R/W Location	Calc	2		15		32			8	32					$ 11,105	$ -	$ 11,105
Establish Control Points	Calc			1.8		12				12					$ 2,979	$ -	$ 2,979
Aerial Mapping	Calc														$ -	$ -	$ -
Download Data / tins & contours	Flat														$ -	$ -	$ -
Prepare Mapping	Calc	2		16					80						$ 13,780	$ -	$ 13,780
Survey Control	Flat														$ -	$ -	$ -
Verify Accuracy of Survey	Flat	2		4					8						$ 2,200	$ -	$ 2,200
Subtotal Hours:		8		44.8		136			121	136	113	1166.25	15.125	26	$ 15,980	$ -	**$ 66,742**
Subtotal Cost:		$ 2,000		$ 6,944		$ 20,400		$ -	$ 16,335	$ 10,200	$ 3,390	$ 846	$ 908	$ 5,720	$ 66,742		

Job Description		Principal	Senior Manager III	Senior Eng./Sci./ Surv I	Project Eng./Sci./ Surv III	Project Eng./Sci./ Surv I	Staff EIT/LSIT Sci. III	Staff EIT/LSIT Sci. II	Eng/CAD Surv/Field Tech VI	Project Fin./Mgr. Asst. II	Mileage	Expenses	Per Diem (Full Day)		Total SMA	Sub Contracts	Total Task
Billing Rate per Unit		$ 250	$ 235	$ 175	$ 165	$ 145	$ 135	$ 125	$ 150	$ 100	$ 0.725	$ 1	$ 220				
Unit		Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days		$	$	$
Task																	
Preliminary Design																	
Kick-off Meeting	Flat			2		2			2	2					$ 1,140	$ -	$ 1,140
Ongoing Project Management	Calc	4		4		5									$ 2,425	$ -	$ 2,425
TTS Administration		2	4												$ 1,440	$ -	$ 1,440
TTS Coordination		4	4		12		8			16					$ 6,600	$ -	$ 6,600
Invoicing	Calc	4		4						7					$ 2,400	$ -	$ 2,400
NMDOT Environmental Clearance	Calc														$ -	$ -	$ -
As-built Research	Flat					3									$ 435	$ -	$ 435
Utility Coordination	Flat			3				14			224				$ 2,437	$ -	$ 2,437
Utility Design Plans																	
Index / Cover / Notes / Key Map	Calc					1		7	14						$ 3,120	$ -	$ 3,120
Site Plans	Calc					2		5	9						$ 2,265	$ -	$ 2,265
Plan & Profiles	Calc	9				17		33	165						$ 33,590	$ -	$ 33,590
Details	Calc					5		9	18						$ 4,550	$ -	$ 4,550
Traffic Control	Calc					1		4	7						$ 1,695	$ -	$ 1,695
Well Details	Calc														$ -	$ -	$ -
Structural	Calc														$ -	$ -	$ -
Electrical	Calc														$ -	$ -	$ -
Mechanical	Calc														$ -	$ -	$ -
Roadway & Drainage Design Plans																	
30% Plan Design			8		128		383								$ 74,705	$ -	$ 74,705
30% Review Meeting		2	4		8		8								$ 3,840	$ -	$ 3,840
60% Construction Plans					43		127								$ 24,240	$ -	$ 24,240
60% Review Meeting		2	2		8		8								$ 3,370	$ -	$ 3,370
Geotechnical Report	Calc	4		4		8	1								$ 2,995	$ 12,650	$ 15,645
Model Design Verification	Calc														$ -	$ -	$ -
Site Certificate	Flat			2				3							$ 725	$ -	$ 725
Engineer's Opinion of Probable Construction Cost (EOPCC)	Calc			4		19		36							$ 7,955	$ -	$ 7,955
Prepare Contract Documents and Specifications	Calc			5		9		18							$ 4,430	$ -	$ 4,430
QAQC	Flat	9		3		5		11							$ 4,875	$ -	$ 4,875
Submission to Agencies	Flat			2		2		3				100			$ 1,115	$ -	$ 1,115
NMOSE Permits	Calc														$ -	$ -	$ -
Right-of-Way Permits	Calc														$ -	$ -	$ -
Design Review with Owner	Flat			4	4	4		4			224				$ 2,602	$ -	$ 2,602
Subtotal Hours:		40	22	37	203	83	535	147	215	25	448	100			$ 192,950	$ 12,650	**$ 205,600**
Subtotal Cost:		$ 10,000	$ 5,170	$ 6,475	$ 33,495	$ 12,035	$ 72,225	$ 18,375	$ 32,250	$ 2,500	$ 325	$ 100	$ -	$ -	$ 192,950		
Final Design																	
Ongoing Project Management	Calc	2		2		2									$ 1,140	$ -	$ 1,140
Invoicing	Calc	2		2						3					$ 1,150	$ -	$ 1,150
Revisions to Utility Design Plans																	
Index / Cover / Notes / Key Map	Calc					1		4	7						$ 1,695	$ -	$ 1,695
Site Plans	Calc			2		2		3	5						$ 1,765	$ -	$ 1,765
Plan & Profiles	Calc	5		17		17		17	66						$ 18,715	$ -	$ 18,715
Details	Calc			3		5		5	9						$ 3,225	$ -	$ 3,225
Traffic Control	Calc					1		2	4						$ 995	$ -	$ 995
Revisions to Roadway & Drainage Design Plans																	
90% Construction Plans			8		32		96								$ 20,120	$ -	$ 20,120
90% Review Meeting			2		4		4								$ 1,670	$ -	$ 1,670
100% Construction Plans			8		16		46								$ 10,730	$ -	$ 10,730
Contract Documents and Questions		2	2		16		16								$ 5,770	$ -	$ 5,770
Revisions to EOPCC	Calc			3		10		19							$ 4,350	$ -	$ 4,350
Revisions to Construction Documents	Calc			3		5		9							$ 2,375	$ -	$ 2,375
Design Review with Owner	Flat			4		4		4			224				$ 1,942	$ -	$ 1,942
Post Revisions Model Design Verification	Calc														$ -	$ -	$ -
Resubmittal	Flat			2				3				50			$ 775	$ -	$ 775
Production	Flat							3	3						$ 825	$ -	$ 825
Subtotal Hours:		11	20	38	68	47	162	69	94	3	224	50			$ 77,242	$ -	**$ 77,242**
Subtotal Cost:		$ 2,750	$ 4,700	$ 6,650	$ 11,220	$ 6,815	$ 21,870	$ 8,625	$ 14,100	$ 300	$ 162	$ 50	$ -	$ -	$ 77,242		

Total Cost of Design Phase Services: $ 349,584

EXHIBIT C.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES

Project Description: Ponderosa Canyon Improvements
Project Number: 6335165
Owner: Ruidoso
Date of Submittal: February 11, 2026
Tax Rate on Services: 8.1875%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Eng./Sci./ Surv I	Project Eng./Sci./ Surv I	Staff EIT/LSIT Sci. II	Eng/CAD Surv/Field Tech IV	Eng/CAD Surv/Field Tech VI	Construc. Observer IV	Project Fin./Mgr. Asst. II	Mileage	Expenses	Vehicle	Per Diem (Part Day)	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	$ 250	$ 175	$ 145	$ 125	$ 120	$ 150	$ 130	$ 100	$ 0.725	$ 1	$ 60	$ 40			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	Days	$	$	$
Task															
Bid Administration															
Ongoing Project Management	3	3											$ 1,275	$ -	$ 1,275
Invoicing	3	3						5					$ 1,775	$ -	$ 1,775
Advertisement		2	2	4				2		250			$ 1,590	$ -	$ 1,590
Distribute Bid Documents			2	3									$ 665	$ -	$ 665
Substitution Evaluation		2	3										$ 785	$ -	$ 785
Answer Questions During Bidding		2	5	11									$ 2,450	$ -	$ 2,450
Prepare Addenda	2	2	5	11		5							$ 3,700	$ -	$ 3,700
Pre-bid Conference		6	6						224	100			$ 2,182	$ -	$ 2,182
Open Bids		4	4										$ 1,280	$ -	$ 1,280
Preparation of Bid Tabulation			2	9									$ 1,415	$ -	$ 1,415
Preparation of Recommendation of Award		2	5	14									$ 2,825	$ -	$ 2,825
Subtotal Hours:	8	26	34	52		5		7	224	350			$ 19,942	$ -	**$ 19,942**
Subtotal Cost:	$ 2,000	$ 4,550	$ 4,930	$ 6,500	$ -	$ 750	$ -	$ 700	$ 162	$ 350	$ -	$ -	$ 19,942		
Construction Administration															
Ongoing Project Management	6	6	6										$ 3,420	$ -	$ 3,420
Invoicing	6	6						11					$ 3,650	$ -	$ 3,650
Conform Contract Documents		3	5	11									$ 2,625	$ -	$ 2,625
Preparation and Pre-construction Conference		5	6						224	30			$ 1,937	$ -	$ 1,937
Submittal and Shop Drawing Review		6	11	22									$ 5,395	$ -	$ 5,395
Respond to Requests for Information		18	36	36									$ 12,870	$ -	$ 12,870
Field Orders		5	9	18									$ 4,430	$ -	$ 4,430
Site Visits (4 site visits)		9	9						896				$ 3,530	$ -	$ 3,530
Preparation and Progress Meetings (5 meetings)			5	9									$ 1,850	$ -	$ 1,850
Preparation of Periodic Pay Requests (5 months)		6	17	22									$ 6,265	$ -	$ 6,265
Preparation of Contract Change Orders	9	18	44	88		88							$ 35,980	$ -	$ 35,980
Complete Acceptance Meeting		3	3				3		224				$ 1,512	$ -	$ 1,512
Maintain Records			3	5									$ 1,060	$ -	$ 1,060
Subtotal Hours:	21	85	154	211		88	3	11	1344	30			$ 84,524	$ -	**$ 84,524**
	$ 5,250	$ 14,875	$ 22,330	$ 26,375	$ -	$ 13,200	$ 390	$ 1,100	$ 974	$ 30	$ -	$ -	$ 84,524		
Closeout															
Ongoing Project Management	2	2											$ 850	$ -	$ 850
Invoicing	2	2						3					$ 1,150	$ -	$ 1,150
Preparation of Close-out Documents		3	5	9									$ 2,375	$ -	$ 2,375
Preparation of Record Drawings	18	18	36		141								$ 29,790	$ -	$ 29,790
Preparation of Operation and Maintenance (O&M) Manual	3	5	9	18									$ 5,180	$ -	$ 5,180
Warranty Meeting		3	3						224				$ 1,122	$ -	$ 1,122
Subtotal Hours:	25	33	53	27	141			3	224				$ 40,467	$ -	**$ 40,467**
Subtotal Cost:	$ 6,250	$ 5,775	$ 7,685	$ 3,375	$ 16,920	$ -	$ -	$ 300	$ 162	$ -	$ -	$ -	$ 40,467		
Construction Observation															
Construction Observation							430		9715		43	43	$ 67,243	$ -	$ 67,243
Number of Visits = 43															
Hours per Visit = 10															
Subtotal Hours:							430		9715		43	43	$ 67,243	$ -	**$ 67,243**
Subtotal Cost:	$ -	$ -	$ -	$ -	$ -	$ -	$ 55,900	$ -	$ 7,043	$ -	$ 2,580	$ 1,720	$ 67,243		

Total Cost of Construction Phase Services: $ 212,178

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 10.

To:

Presenter(s): Matthew Baird, Parks and Recreation Director

Meeting Date: April 16, 2026

Re: Discussion and Possible Action on Proposal from Lynco Electric Company, Inc., for the Eagle Creek Sports Complex Lighting Project, Adding New LED Lights to Fields A,B, and C Utilizing NM GSD Statewide Price Agreement #40-00000-24-00074 in the Amount of $1,057,078.80 including NMGRT.

Item Summary:

Discussion and Possible Action on Proposal from Lynco Electric Company, Inc., for the Eagle Creek Sports Complex Lighting Project, Adding New LED Lights to Fields A,B, and C Utilizing NM GSD Statewide Price Agreement #40-00000-24-00074 in the Amount of $1,057,078.80 including NMGRT.

Financial Impact:

This project is being funded by the Quality of Life Grant from the State of New Mexico. The funds are currently budgeted in the Intergovernmental Grants Special Revenue Fund's Capital Outlay - Building Improvements line item (218-155-53000) in the amount of $2,500,000.00.

Item Discussion:

This Project is to Upgrade Lighting Infrastructure at Eagle Creek Sports Complex With New Metal Poles and MUSCO LED Lighting.

Recommendations:

To Approve Proposal from Lynco Electric Company, Inc., for the Eagle Creek Sports Complex Lighting Project, Adding New LED Lights to Fields A,B, and C Utilizing NM GSD Statewide Price Agreement #40-00000-24-00074 in the Amount of $1,057,078.80 including NMGRT.

ATTACHMENTS:
Lynco Proposal.pdf
Musco Presentation.pdf

Lynco Electric Company, Inc.

Electrical Contractors
1520 West Amador Ave.
Las Cruces, New Mexico 88005
(575) 523-9066 • Fax (575) 526-7157

www.lynco-electric.com

N.M. LIC.# 10715, El Paso TX #E70 N.M. DOL REG.# 0101432009071

License Classifications: EE98, GB98, EL01 (Medium Voltage) NM DOL #0101432009071

Ruidoso Eagle Creek Sports Complex

February 4, 2026

We include the electrical work to install Musco Sports Lighting on 3ea fields as per the attached documents and light levels. We propose to use the existing conduit systems

Base Bid	$977,080.35
Tax	$ 79,998.45
Total	$ 1,057,078.80

WE ACKNOWLEDGE ADDENDUM #

THIS BID IS BASED ON THE TERMS AND CONDITIONS OF AGC/ASA/ASC STANDARD FORM CONSTRUCTION SUBCONTRACT-1994 EDITION. SHOULD A CONTRACT ENSUE, THIS FORM SHALL BE UTILIZED, UNLESS PRIOR AGREEMENT HAS BEEN MADE.

WE DO NOT INCLUDE THE FOLLOWING:

- ANY ALLOWANCES
- BONDS OF ANY KIND, WE CAN BOND AT 1.00%
- ANY CES FEES
- HAUL OFF OF EXISTING WOOD POLES
- PAVEMENT OR CONCRETE REMOVAL OR REPLACEMENT
- FIELD REPAIRS OR SOD DUE TO HEAVY EQUIPMENT
- REMOVING OR REPLACING EXISTING FENCING OR NETTING FOR POLE INSTALLATION
- CONNECTION OF ANY EXISTING ELECTRICAL THAT DOES NOT MEET CURRENT CODE

We Make It Happen®



Sports Illustrated Stadium, Harrison, New Jersey, USA



UBS Arena, Elmont, New York, USA



Iowa Women of Achievement Bridge, Des Moines, Iowa, USA



Tottenham Hotspur FC Training Ground, Tottenham, London, UK

Eagle Creek Sports Complex

Ruidoso,NM

Sales Representative: Tanner DeKock · Designed By: Ethan Banks · Design No.: 165174A · February 02, 2026

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Eagle Creek Sports Complex

Ruidoso,NM

LIGHTING SYSTEM

Structure/Fixture Summary

Structure ID	Structure Height	Fixt. Attachment Ht.	Fixture Qty	Fixture Type	Load	Circuit
A1-A2	60'	60'	5	TLC-LED-550	2.70 kW	A
		16'	1	TLC-BT-575	0.57 kW	A
A3-A4	60'	60'	5	TLC-LED-550	2.70 kW	B
		16'	1	TLC-BT-575	0.57 kW	B
A5	60'	60'	4	TLC-LED-550	2.16 kW	C
A6	60'	60'	3	TLC-LED-550	1.62 kW	C
B1-B2	70'	70'	1	TLC-LED-550	0.54 kW	A
		70'	2	TLC-LED-1200	2.34 kW	A
		70'	2	TLC-LED-900	1.76 kW	A
		16'	1	TLC-BT-575	0.57 kW	A
B3	70'	70'	2	TLC-LED-1200	2.34 kW	B
		70'	2	TLC-LED-900	1.76 kW	B
		16'	1	TLC-BT-575	0.57 kW	B
B4	70'	70'	1	TLC-LED-550	0.54 kW	B
		70'	2	TLC-LED-1200	2.34 kW	B
		70'	2	TLC-LED-900	1.76 kW	B
		16'	1	TLC-BT-575	0.57 kW	B
B5-B6	70'	70'	4	TLC-LED-900	3.52 kW	C
		16'	1	TLC-BT-575	0.57 kW	C
C1-C2	70'	70'	2	TLC-LED-1200	2.34 kW	A
		70'	2	TLC-LED-900	1.76 kW	A
		16'	2	TLC-BT-575	1.15 kW	A
C3-C4	70'	70'	2	TLC-LED-1200	2.34 kW	B
		70'	2	TLC-LED-900	1.76 kW	B
		16'	2	TLC-BT-575	1.15 kW	B
C5-C6	60'	60'	4	TLC-LED-900	3.52 kW	C
		16'	2	TLC-BT-575	1.15 kW	C
18			**100**		**75.73 kW**	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Field A	27.48 kW	36
B	Field B	26.94 kW	35
C	Field C	21.31 kW	29

Fixture Type Summary

Type	Circuit	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-BT-575	A	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	8
TLC-BT-575	B	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	8
TLC-BT-575	C	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	6
TLC-LED-1200	A	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	8
TLC-LED-1200	B	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	8
TLC-LED-550	A	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	12
TLC-LED-550	B	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	11
TLC-LED-550	C	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	7
TLC-LED-900	A	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	8
TLC-LED-900	B	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	8
TLC-LED-900	C	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	16

Single Fixture Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Fixture (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3
TLC-BT-575	3.3	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Light Level Summary

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination Ave					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Field A (Infield)	Horizontal Illuminance	30.32	25	37	1.49	1.22	A	36
Field A (Outfield)	Horizontal Illuminance	24.32	17	32	1.85	1.41	A	36
Field B (Infield)	Horizontal Illuminance	34.97	29	41	1.42	1.20	B	35
Field B (Outfield)	Horizontal Illuminance	23.58	18	32	1.80	1.32	B	35
Field C (Infield)	Horizontal Illuminance	30.13	24	36	1.47	1.24	C	29
Field C (Outfield)	Horizontal Illuminance	22.90	14	31	2.25	1.65	C	29

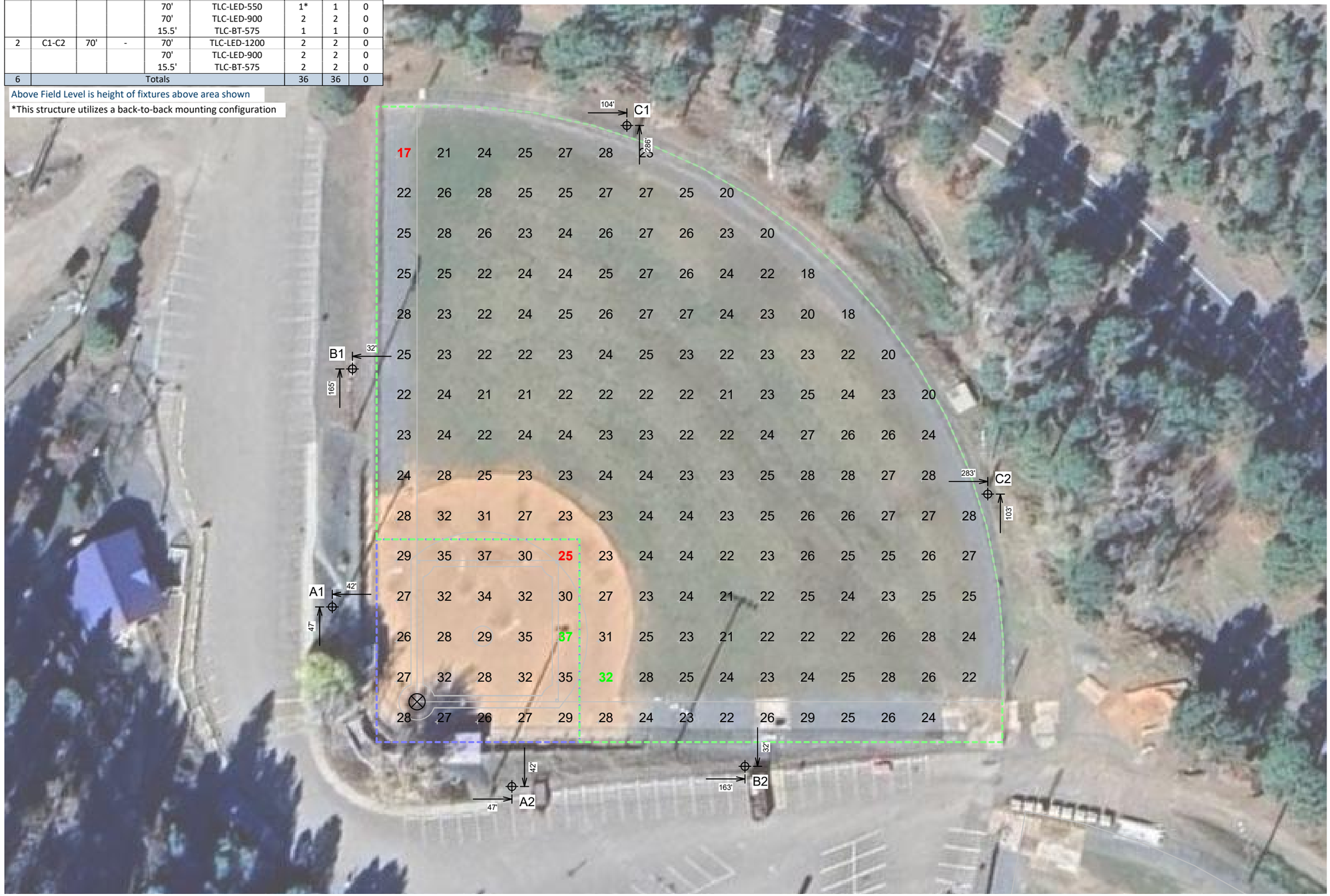
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Equipment List For Areas Shown

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	10'	70'	TLC-LED-550	3/2*	5	0
				25.5'	TLC-BT-575	1	1	0
2	B1-B2	70'	-	70'	TLC-LED-1200	2	2	0
				70'	TLC-LED-550	1*	1	0
				70'	TLC-LED-900	2	2	0
				15.5'	TLC-BT-575	1	1	0
2	C1-C2	70'	-	70'	TLC-LED-1200	2	2	0
				70'	TLC-LED-900	2	2	0
				15.5'	TLC-BT-575	2	2	0
6	Totals					36	36	0

Above Field Level is height of fixtures above area shown

*This structure utilizes a back-to-back mounting configuration



Eagle Creek Sports Complex

Ruidoso,NM

Grid Summary

Name:	**Field A**
Size:	295'/300'/290' - basepath 70'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

Illumination Summary

	MAINTAINED HORIZONTAL FOOTCANDLES	
	Infield	Outfield
Guaranteed Average:	**50**	**30**
Scan Average:	30.32	24.32
Maximum:	37	32
Minimum:	25	17
Avg/Min:	1.22	1.41
Guaranteed Max/Min:	**1.52**	**2.41**
Max/Min:	1.49	1.85
UG (adjacent pts):	1.22	1.29
CU:	0.60	
No. of Points:	25	168
FIXTURE INFORMATION		
Applied Circuits:	A	
No. of Fixtures:	**36**	
Total Load:	27.48 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 50

0' 50' 100'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

ENGINEERED DESIGN By: Ethan Banks • File #165174A • 02-Feb-26

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Equipment List For Areas Shown

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	A3-A4	60'	10'	70'	TLC-LED-550	3/2*	5	0
				25.5'	TLC-BT-575	1	1	0
1	B3	70'	6'	76'	TLC-LED-1200	2	2	0
				76'	TLC-LED-900	2	2	0
				21.5'	TLC-BT-575	1	1	0
1	B4	70'	4'	74'	TLC-LED-1200	2	2	0
				74'	TLC-LED-550	1*	1	0
				74'	TLC-LED-900	2	2	0
				19.5'	TLC-BT-575	1	1	0
2	C3-C4	70'	-	70'	TLC-LED-1200	2	2	0
				70'	TLC-LED-900	2	2	0
				15.5'	TLC-BT-575	2	2	0
6	Totals					35	35	0

Above Field Level is height of fixtures above area shown

*This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 50

0' 50' 100'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Eagle Creek Sports Complex

Ruidoso,NM

Grid Summary

Name:	**Field B**
Size:	300'/300'/300' - basepath 70'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

Illumination Summary

	MAINTAINED HORIZONTAL FOOTCANDLES	
	Infield	Outfield
Guaranteed Average:	**50**	**30**
Scan Average:	34.97	23.58
Maximum:	41	32
Minimum:	29	18
Avg/Min:	1.20	1.32
Guaranteed Max/Min:	**1.52**	**2.41**
Max/Min:	1.42	1.80
UG (adjacent pts):	1.31	1.32
CU:	0.62	
No. of Points:	25	170
FIXTURE INFORMATION		
Applied Circuits:	B	
No. of Fixtures:	**35**	
Total Load:	26.94 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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Equipment List For Areas Shown

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	A5	60'	-	60'	TLC-LED-550	3/1*	4	0
1	A6	60'	-	60'	TLC-LED-550	3	3	0
2	B5-B6	70'	-	70'	TLC-LED-900	4	4	0
				15.5'	TLC-BT-575	1	1	0
2	C5-C6	60'	-	60'	TLC-LED-900	4	4	0
				15.5'	TLC-BT-575	2	2	0
6	Totals					29	29	0

Above Field Level is height of fixtures above area shown

*This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 60

0' 60' 120'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Eagle Creek Sports Complex

Ruidoso,NM

Grid Summary

Name:	**Field C**
Size:	Irregular 276'/273'/271'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

Illumination Summary

	MAINTAINED HORIZONTAL FOOTCANDLES	
	Infield	Outfield
Guaranteed Average:	**50**	**30**
Scan Average:	30.13	22.90
Maximum:	36	31
Minimum:	24	14
Avg/Min:	1.24	1.65
Guaranteed Max/Min:	**1.52**	**2.47**
Max/Min:	1.47	2.25
UG (adjacent pts):	1.30	1.47
CU:	0.68	
No. of Points:	25	140
FIXTURE INFORMATION		
Applied Circuits:	C	
No. of Fixtures:	**29**	
Total Load:	21.31 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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Eagle Creek Sports Complex

Ruidoso,NM

Equipment Layout

INCLUDES:
· Field A
· Field B
· Field C

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown

Structure				Fixtures		
QTY	STRUCTURE ID	SIZE	GLOBAL ELEVATION	ABOVE GLOBAL LEVEL	FIXTURE TYPE	QTY/POLE
4	A1-A4	60'	10'	70' 25.5'	TLC-LED-550 TLC-BT-575	3/2* 1
1	A5	60'	-	60'	TLC-LED-550	3/1*
1	A6	60'	-	60'	TLC-LED-550	3
2	B1-B2	70'	-	70' 70' 70' 15.5'	TLC-LED-1200 TLC-LED-550 TLC-LED-900 TLC-BT-575	2 1* 2 1
1	B3	70'	6'	76' 76' 21.5'	TLC-LED-1200 TLC-LED-900 TLC-BT-575	2 2 1
1	B4	70'	4'	74' 74' 74' 19.5'	TLC-LED-1200 TLC-LED-550 TLC-LED-900 TLC-BT-575	2 1* 2 1
2	B5-B6	70'	-	70' 15.5'	TLC-LED-900 TLC-BT-575	4 1
4	C1-C4	70'	-	70' 70' 15.5'	TLC-LED-1200 TLC-LED-900 TLC-BT-575	2 2 2
2	C5-C6	60'	-	60' 15.5'	TLC-LED-900 TLC-BT-575	4 2
18	Totals					100

*This structure utilizes a back-to-back mounting configuration
Above Global Level is height of fixtures above design (0,0,0)

Single Fixture Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Fixture (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3
TLC-BT-575	3.3	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4

SCALE IN FEET 1 : 130

0' 130' 260'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 11.

To:

Presenter(s): Matthew Baird, Parks and Recreation Director

Meeting Date: April 16, 2026

Re: Discussion and Possible Action on Proposal from Mammoth Sports Construction for the Installation of Artificial Turf Infield at the Eagle Creek Sports Complex on Field A, B, and C, Utilizing Equalis Group Publicly Procured Master Agreement Contract #COG-2138A in the Amount of $1,290,000.00 including NMGRT.

Item Summary:

Discussion and Possible Action on Proposal from Mammoth Sports Construction for the Installation of Artificial Turf Infield at the Eagle Creek Sports Complex on Field A, B, and C, Utilizing Equalis Group Publicly Procured Master Agreement Contract #COG-2138A in the Amount of $1,290,000.00 including NMGRT.

Financial Impact:

This Project is Being Funded by the Quality of Life Grant From the State of New Mexico. The funds are currently budgeted in the Intergovernmental Grants Special Revenue Fund's Capital Outlay - Building Improvements line item (218-155-53000) in the amount of $2,500,000.00.

Item Discussion:

This Item is the to Contract with Mammoth Sports Construction to Purchase and Install New Artificial Turf Infields on the Three Fields at Eagle Creek Sports Complex.

Recommendations:

To Approve Proposal from Mammoth Sports Construction for the Installation of Artificial Turf Infield at the Eagle Creek Sports Complex on Field A, B, and C, Utilizing Equalis Group Publicly Procured Master Agreement Contract #COG-2138A in the Amount of $1,290,000.00 including NMGRT.

ATTACHMENTS:
Eagle Creek Infields Investment Summary 1.pdf
Collateral - Equalis Group & Mammoth (Member Kit).pdf
Equalis-Group-Legal-Authority-New-Mexico.pdf

Eagle Creek Sports Complex

INVESTMENT SUMMARY
City of Ruidoso, NM
500 W New Mexico Road 523, Alto, NM 88312
March 10, 2026

BASE PRICE: $1,003,000

Scope: Synthetic Turf Conversion of (3) Infields

- **a.** Supply and installation of Legion 1.5” 52 oz blend synthetic turf is included for +/- 47,320 SF.
- **b.** Includes excavation to proposed subgrade and haul-off of excess materials.
- **c.** Includes construction of 6” aggregate base for turf installation.
- **d.** Includes complete under drainage system for synthetic turf system.
- **e.** Includes 6”x12” concrete perimeter curb and nailer board +/- 1,440 LF.
- **f.** Includes
- **g.** Turf replacement panels for high traffic areas are included.
- **h.** Supply and installation of (3) sets of bases is included.
- **i.** Site repair of disturbed areas is included.
- **j.** Pricing is based on concurrent construction of all fields outlined in this scope.

Contract price is based on acceptance of proposal within 60 days from date of this document.

Alternates:

- **ADD $73,000:** to include (3) youth portable mounds.
- **ADD $5,000:** to include turf maintenance equipment.
- **ADD $55,000:** to include 8-Year Maintenance Plan.
- **ADD $154,000:** Stabilization Allowance for (3) infields.
    - We would recommend carrying a stabilization allowance until Geotechnical Report has been conducted.

.

Potential Costs:

*All values shown are Estimates of Probable Cost and will be verified prior to contraction execution. Contract prices are based upon acceptance of the Proposal, including alternates, within 60 calendar days from date of this Proposal.
*Potential and additional costs that may be incurred after or during site investigation and/or design include but are not limited to:

- Survey (mass excavation & grading, retaining walls and access issues);
- Geotechnical Report (stabilization, rock excavation, and dewatering)
- Site Investigation (Utilities relocation, upgrades or modifications);
- Governing Jurisdiction or Agency Review, Comments or Requirements (SWPP- storm water protection plan, erosion control, environmental testing or remediation, permitting or other necessary approvals);
- Owner directed changes requested after contract execution

Clarifications & Assumptions

The Scope of Work for this project is established as follows:

Design Services and Construction Documentation

A complete set of construction documents will be submitted for permit which include the following:

- Topographic survey of proposed turf limits
- Geotechnical investigation of proposed turf limits
- Review existing Geotechnical information and Stormwater Calculations prepared by others
- Erosion Control Plan
- Layout Plan
- Grading Plan
- Utility Plan
- Field Marking Plan
- Detail Plans to include curbs, piping systems, base section, irrigation details, and additional details as required to complete the installation of the field
- Furnish Sealed Drawings
- Attend up to one (1) coordination meeting with the Local Permitting Authority

General Inclusions and Exclusions

1. Sales tax is included.
2. Excise tax is included.
3. Prevailing or union wages are included.
4. Builder's Risk and General Liability Insurance is included.
5. Supervision and mobilization are included.
6. Construction permitting is included.
7. Payment, Performance and/or Statutory bonds, and associated fees are included.
8. An allowance of $6,500 has been included to conduct a geotechnical report.
    a. Additional cost may be incurred based on the geotechnical report recommendations such as, but not limited to soil stabilization.
9. An allowance of $4,000 has been included to conduct a site survey and layout and staking
    a. Additional cost may be incurred if the survey provides a different size of the field than included in the proposal.
10. An allowance of $3,000 has been included to re-route/repair site electrical around the perimeter of each field.
11. Erosion control and maintenance thereof is included.
    a. Any water/drainage studies, SWPPP plan, or additional drainage requirements over and above the listed and typical artificial turf field drainage system are excluded.
12. All necessary tools, equipment and personal protective equipment are included.
13. Final punch-out and clean-up of the completed project are included.
14. Standard 1 year workmanship warranty is included.
15. The contractor reserves the right to include, pay overtime and acceleration costs within this contract as required to manage the schedule.
16. Unforeseen subsurface conditions and removal of underground structures are excluded.
17. Site Security is excluded.
18. Development fees are excluded.
19. Utility consumption costs for construction activities are excluded.
    a. Utilities are to remain under the owner's name and paid by owner.
20. Construction testing and special inspection expenses not listed above are excluded.
21. Owner shall provide structurally capable ingress/egress for ALL personnel, equipment, and materials and staging within 50' of field: typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
22. Mammoth Sports Construction requires a suitable staging area per field. A 25' x 25' hard or paved clean surface area located within 100' feet of the playing surface shall be provided for purposes of proper mixing of infill material. Staging area must have a minimum access of 15 feet wide by 15 feet high. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. Mammoth Sports Construction shall not be liable for any damages to the staging area or existing surfaces unless such damages are caused by Mammoth Sports Construction's intentional misconduct or negligence.
23. Any item or scope of work not specifically listed above or below is excluded.

General Sitework & Preparation

1. Construction of (1) construction entrance is included.
2. Site demolition is excluded unless otherwise noted or shown.
3. Stripping of topsoil and excavation to subgrade are included.
4. Haul-off of excess material is Included to a site designated by the owner within 1 mile of project site. If the site designated by the Owner for the material to be hauled is more than one (1) mile from the project, an additional fee of Three Dollars ($3.00) per cubic yard/per mile up to ten (10) miles, shall be charged to the Owner for haul-off of excess material and added to the contract sum via change orderIf owner provided utility plans are not available, Mammoth will utilize "Dig Safe" or 811 and private locate utilities. Mammoth will coordinate with owner.
5. Utility infrastructure work or repair is excluded.
    a. The supply of or adjustment to manholes, clean-outs, and grates and supply of the manhole covers is excluded.
6. Retaining walls are excluded.
7. New fencing and fence repair not specifically listed in the following scopes of work are excluded.
8. Any site improvements not specifically addressed or reflected in plans are excluded.
9. Rock Excavation is excluded.
10. Dewatering associated with excavation is excluded.

Synthetic Turf – Infield Conversions

1. Stabilization: Subgrade soil stabilization is excluded and provided as a **recommended** allowance.
2. Drainage Stone: 4” of permeable base stone and 2” of permeable finish stone are included
   a. Grading and compaction of each course to proper planarity and density is included.
3. Geotextile Fabric: Mirafi 160N geotextile fabric or equal is included above the subgrade and underneath the drainpipe and drain stone.
4. Drainage Pipe: 6”-12” HDPE piping around perimeter of field, flat drains in a herring bone pattern at 40’ on-center, and necessary connectors for a complete subgrade drainage infrastructure are included.
   a. All drain basins, cleanouts or access panels are excluded.
   b. Tie-in to local storm utility is included to within 100’ of the field.
   c. Excludes any drain basins, cleanouts and cement inlet/access structures.
5. Curb & Nailer Board: 6”x12” concrete curbing and attached nailer board are included at the perimeter of the turfed area.
6. Synthetic Turf: Supply and installation of approximately **47,320** square feet of artificial turf is included with the noted installation options below:
   i. 1.5” 52 oz blend (slit film/thatch) on the infield clay area.
   a. Baseball and Softball inlaid markings are included.
   b. Logos and alternating panels are excluded.
   c. Baseball & Softball Synthetic Turf Warranty: An (8) year 3rd party pre-paid insured warranty on the artificial grass surface; with exception on the home plate area, base paths and pitcher’s mound which shall be 2 years instead of (8) years and there is no third-party insurance.
7. Athletic Equipment: Supply and install for the following is included.
   a. 3 ea - Portable Pitching Mounds (see alternates)
   b. 3 ea - Pitching Rubbers
   c. 3 set(s) - Bases
   d. 3 ea - Home Plates
   e. All athletic equipment not listed above is excluded.
8. Fencing: is excluded.
9. Sports Lighting: is excluded.

Artificial Turf Maintenance Equipment and Training

1. Maintenance Equipment:
   a. (1) Pioneer TurfChief Field Sweep excluded.
      i. If excluded, please refer to alternates for pricing.
   b. Vehicle for towing maintenance equipment is excluded.
2. Maintenance Training: Training of the maintenance staff on the basic components of effective and routine maintenance is included.
3. Annual Maintenance:
   a. Annual maintenance is excluded.
   b. Annual maintenance includes a one-time visit and grooming with a SportChamp.

Force majeure:

By execution of the Contract, the Owner agrees the Contractor shall not be responsible for delay in performance of its work by reason of acts of war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the Contractor (“Force Majeure Event”). In the event of Force Majeure, the Owner agrees that any and all dates by which performance of the Contractor’s obligations are scheduled to be met shall be extended, as reasonable and necessary to complete said obligations or as requested by the Contractor, and furthermore that the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of suspension, shutdown, work stoppage, delay, re-mobilization and/or start-up due to any Force Majeure Event. The Owner and Contractor shall, in the event of Force Majeure, execute a Change Order, as set forth in the Contract, to adjust the Contract Sum, Contract Time and any other cost or expense as a result of each Force Majeure Event.

Equalis Group Delivers *Public Sector Compliance*

Remain in Compliance with Equalis Group

The Public Sector procurement process is riddled with nuances and regulatory considerations established to safeguard how taxpayer dollars are spent. It is often overwhelming and confusing as purchasers navigate strict guidelines and a combination of local, state, and federal statutory requirements, but it doesn't have to be.

There are three compliant avenues for Public Sector entities to spend taxpayer dollars: *1)* conducting stand-alone bids/RFPs/RFQs; *2)* purchasing through State Term contracts; and, *3)* buying through the types of competitively solicited cooperative agreements Equalis Group offers.

We leverage our extensive Public Sector procurement acumen and decades of experience to ensure our members remain compliant when utilizing our publicly procured cooperative agreements to save time and money.

Equalis Group partners with Lead Agencies, Region 10 Educational Service Center (**Region 10 ESC**) in Texas and The Cooperative Council of Governments (**CCOG**) in Ohio, to conduct rigorous and transparent competitive public sector procurement processes for critical products and services. Winning suppliers, distributors, and manufacturers are selected based on both qualitative criteria and pricing. We then establish compliant already-procured Master Agreements with these winning vendors that are available to public agencies nationwide.

Equalis Group's Compliant Solicitation Process

Step 1



Prepare Solicitation

Lead Agency identifies member needs

Step 2



Publish Solicitation

Lead Agency publicly advertises & proactively distributes solicitation

Step 3



Open Proposals

Vendors submit proposal responses

Step 4



Evaluate & Award

Lead Agency evaluates responses using transparent criteria & issues contract awards

Step 5



Establish Master Agreement

Lead Agency negotiates final contract & posts on *www.EqualisGroup.org*



In short, Equalis Group collaborates with our Lead Agencies to deliver compliant, publicly procured cooperative agreements that Public Sector entities across the country can utilize to: *i)* quickly acquire the products and services they need; *ii)* receive better pricing through the collective buying power of Equalis Group Members; and, *iii)* save time through Equalis Group's legal and compliant alternative to conducting their own resource-consuming solicitation process.

Created by Public Sector Organizations *for Public Sector Organizations*

equalis GROUP

Who is Equalis Group?

Equalis Group is a Member-Driven, Supplier-Centric organization that embodies the power of partnership. Equalis Group operates with the guiding principle that when the objectives of buyers and sellers are aligned, sustainable value is created, transcending that of the typical short-term transactional relationship. With this differentiated approach, Equalis Group is not just a cooperative purchasing organization; we are a family.

We leverage Equalis Group members' combined buying power to command better pricing and favorable contract terms from suppliers. We develop and administer a diverse portfolio of cooperative purchasing programs that cover a wide range of products and services and provide our members with a legal and compliant exemption to the bid/request for proposals (**RFP**) process.

Each program in our rapidly growing portfolio provides our members with contracting compliance and the ability to configure the solution that best meets their individual needs while achieving the lowest Total Cost of Ownership.

Time Saved through Equalis Group = More Resources for You to Invest

How many hours and over how many weeks or months does your team invest in a typical solicitation process? How many solicitations does your organization publish each year? How much time and effort can your organization save by leveraging Equalis Group's already-procured portfolio of programs? In what ways can you re-invest that saved time and energy to fulfill your organization's purpose?

Your Solicitation Process Today

Identify Requirements	Prepare Solicitation	Publish Notice	Score Proposals	Interview Finalists	Issue Award	Finalize Contract	Implement Solution
# of Hours? # of Weeks?	# of Hours? # of Weeks?	# of Hours? # of Weeks?	# of Hours? # of Weeks?	# of Hours? # of Weeks?	# of Hours? # of Weeks?	# of Hours? # of Weeks?	# of Hours? # of Weeks?

Your Implementation Process with Equalis Group

Identify Requirements	Configure Best Solution	Implement Best Solution
# of Hours? # of Weeks?	# of Hours? # of Weeks?	# of Hours? # of Weeks?

Become a Member of Equalis Group

If you are not already a member, you can join Equalis Group in just minutes and immediately access our portfolio of cooperative purchasing programs. Simply visit *www.equalisgroup.org/member-registration* to get started. There are no dues, fees, or obligations.

Mammoth Sports Construction & Equalis Group Publicly Procured Master Agreement Contract #COG-2138A

The Cooperative Council of Governments (**CCOG**), an Equalis Group Lead Agency, issued RFP #COG-2138 for Sports Construction Services on October 7, 2022 and subsequently entered into Contract #COG-2138A with Mammoth Sports Construction.

Additional information regarding the procurement process and contract award can be found on the Mammoth Sports Construction page at the Equalis Group website, including the Mammoth Sports Construction products and services available through the Master Agreement, RFP and scoring documents, the Master Agreement between CCOG and Mammoth Sports Construction, and pricing/discount model.

Entities Eligible to Purchase through the Master Agreement

This contract vehicle is immediately available to existing Equalis Group Members.

Not a Member yet? Any public sector entity in the country can join Equalis Group and begin utilizing any Equalis Group competitively solicited master agreement by completing the membership registration form. New Members receive a fully executed copy of their completed membership form via email immediately and will receive their Equalis Group membership number within one-to-two days. There are no dues, fees, or obligations and completing the form takes less than five minutes.

Help with Membership, Procurement Questions & Navigating Our Contract Portfolio

Equalis Group's dedicated Member Engagement Team exists to support our Members. The team is readily accessible and is prepared to answer questions about membership, public sector purchasing compliance, Equalis Group's procurement and contracting processes, and our expansive portfolio of already-procured contract vehicles. Current and prospective Members can find their Member Engagement Team point person and direct contact information here.

View all Equalis Group contracts and download a sortable Excel file with key information about each contract in our ever-expanding portfolio here.

About Equalis

Equalis Group is a Public Sector purchasing cooperative. We deliver compliant, publicly procured cooperative agreements that Public Sector entities across the country can utilize to: *i)* quickly acquire the products and services they need; *ii)* receive better pricing through the collective buying power of Equalis Group Members; and, *iii)* save time through Equalis Group's legal and compliant alternative to conducting their own resource-consuming solicitation process.

Equalis Group partners with two primary Lead Agencies, Region 10 Education Service Center (**Region 10**) in Texas and The Cooperative Council of Governments (**CCOG**) in Ohio, to conduct rigorous and transparent competitive public sector procurement processes for critical products and services. Winning suppliers, distributors, and manufacturers are selected based on both qualitative criteria and pricing. The Lead Agencies then establish compliant already-procured Master Agreements with the winning vendors available to all agencies that join Equalis Group.



DO SOMETHING BIG

MAMMOTH

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Mammoth & Equalis Group

Publicly Procured Contract Vehicle

Mammoth Contract Highlights

Consult:

- Fundraising
- Master Planning
- Sports Consulting
- Coaching/Executive Searches
- Strategic Planning

Create:

- Architectural Design
- Brand Activation
- Creative
- Engineering
- Video Production

Construct:

- General Construction
- Design-Build
- Golf Construction
- Sports Construction
- Stadium Construction
- Track
- Turf

Who is Mammoth?

Mammoth is a modern master build firm dedicated to building the places where passion and community collide. Our team is made up of former professional athletes, coaches, and fans who can assist with every aspect of a sports construction project; from idea to planning, design to fundraising, marketing to construction.

Mammoth has developed an unmatched customer experience that drives better project outcomes. Our in-house team of architects, engineers, estimators and construction managers are masters at their craft and take pride in providing a great client experience for every owner. We've done this hundreds of times, but we recognize that you have not. That's why we will prioritize communication and transparency. You will be engaged and informed at every step.

Explore the full portfolio of Equalis Group contract vehicles at EqualisGroup.org/contracts.

Save Time... *we've done the procurement work so you don't have to.*

Save Money... *your dollar goes further with the collective buying power of Equalis Group.*

Stay Legal... *our competitive procurement process delivers statutory compliance in every state.*

Contract #*: COG-2138A*

Lead Agency*: CCOG*

CONTACT MAMMOTH

Erica Schilling

VP of Business Development

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Get Started

Learn more about how we can help you achieve your procurement goals while Saving Time, Saving Money & Staying Legal. Email Engage@EqualisGroup.org or visit EqualisGroup.org/Map to connect with your dedicated Member Engagement Resource today.

Membership FAQ

***Save Time. Save Money. Stay Legal.* That's our commitment to our members.**

Why Become A Member Of Equalis Group?

Your organization receives immediate access to our expanding portfolio of compliant, already-procured contract vehicles. These contracts are designed to achieve the lowest Total Cost of Ownership for our members, delivering the best possible overall value. Our contracts feature enhanced contract terms and conditions and aggressive pricing not typically available to individual entities purchasing independently. There is strength in numbers when it comes to buying products and services.

How Does Equalis Group Work?

Equalis Group collaborates with our Lead Agencies to deliver compliant, publicly procured cooperative agreements that Public Sector entities across the country can utilize to: *i)* quickly acquire the products and services they need directly from our awarded suppliers; *ii)* receive better pricing through the collective buying power of Equalis Group Members; and, *iii)* save time through Equalis Group's legal and compliant alternative to conducting their own resource-consuming solicitation process.

What Types Of Entities Are Eligible To Join?

Equalis Group membership is available to federal, state, and local government agencies; public and private educational institutions, including K-12 schools, colleges, and universities; non-profit organizations; and private sector companies. Typically, any individual within an organization who is authorized to sign documents on behalf of the organization can complete the membership form without any formal board action, although approval requirements do vary from state to state.

What's The Catch?

There is no catch. There is no cost to join Equalis Group, and there are no membership dues or obligations of any kind. Joining Equalis Group is like getting a library card – membership simply ensures your organization has access to our contract portfolio. You decide which contracts to utilize and when.

How Do I Join?

Joining Equalis Group online takes less than five minutes. Simply visit our Join Page and follow the instructions provided.

If you would rather send us a hard copy of the Membership Agreement, download the Agreement from our Join Page and email the signed PDF to Membership@EqualisGroup.org.

What Happens After Joining?

Immediately after completing the membership registration form you will receive an email confirmation letting you know that your membership is being processed. Within one to two business days, Equalis Group will email your welcome email, which includes your membership number. To begin purchasing, simply provide your membership number to an Equalis Group awarded supplier and you will receive the improved pricing and other benefits of our competitively solicited contracts.

Who Do I Contact For Questions Or To Begin Utilizing Equalis Group Contracts?

If you have any questions about the membership process, would like to learn more about any of our already-procured contracts, or want to start purchasing through one or more of our publicly procured agreements, visit www.EqualisGroup.org/Map to connect with your dedicated Member Engagement Resource today or send an email to Engage@EqualisGroup.org.

Under What Legal Authority Can New Mexico State Agencies, Local Public Bodies, and Public Agencies Utilize Equalis Group Master Agreements?

Equalis Group is an interlocal cooperative purchasing program operated through a national association of political subdivisions and state agencies. State agencies, local public bodies, and public agencies in New Mexico are eligible to join Equalis Group by executing the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement, which is considered an agreement for cooperative procurement and a joint powers agreement under New Mexico law. Equalis Group Master Agreements (considered cooperative procurement agreements under New Mexico law) are publicly procured and competitively solicited by Equalis Group Lead Agencies, which are considered local public bodies, external procurement units, or public agencies under New Mexico Statutes.

1. The New Mexico Procurement Code authorizes any New Mexico state agency or local public body to participate in a cooperative procurement agreement ***(such as an Equalis Group Master Agreement)*** for the procurement without competitive bidding or proposals of any services, construction, or items of tangible personal property with any other state agency, local public body, or external procurement unit ***(such as Equalis Group Lead Agencies)*** through an agreement ***(such as the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement)*** entered into between the parties.

2. The Joint Powers Agreements Act authorizes New Mexico public agencies to jointly exercise by agreement ***(such as the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement)*** any power common to the contracting parties ***(such as procurement and contracting)*** with public agencies ***(such as Equalis Group Lead Agencies)*** in New Mexico or outside of New Mexico.

What is an Equalis Group Lead Agency?

Equalis Group Lead Agencies are public sector entities (e.g., state agencies, municipalities, counties, school districts, public colleges and universities, councils of governments, or special districts) lawfully established and operating under the applicable statutes of their respective states. They are authorized by state statutes to conduct public sector procurement processes, award and enter into Master Agreements with winning suppliers under applicable procurement guidelines (e.g., the responsible offeror whose proposal is most advantageous, with price and other factors considered), and make those Master Agreements available to public agencies nationwide through Equalis Group. See ***The Legal Authority of Equalis Group Lead Agencies***, posted here, for additional information regarding each Equalis Group Lead Agency and its authority to procure and enter into Master Agreements.

1. Under the Procurement Code, are New Mexico State Agencies and Local Public Bodies Eligible to Join Equalis Group and Purchase through Equalis Group's Competitively Solicited Master Agreements without Competitive Bidding or Proposals?

Chapter 13, Article 1 § 13-1-28 cites § 13-1-28 through § 13-1-199 of the New Mexico Statutes as the "Procurement Code".

> ***New Mexico Statutes***
> ***Chapter 13 - Public Purchases and Property***
> ***Article 1 - Procurement***
>
> ***New Mexico Statutes § 13-1-28 - Short title.***
>
> *Sections 13-1-28 through 13-1-199 NMSA 1978 may be cited as the "**Procurement Code**".*

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Chapter 13, Article 1 § 13-1-135 authorizes any New Mexico state agency or local public body to participate in a cooperative procurement agreement *(such as an Equalis Group Master Agreement)* for the procurement of any services, construction, or items of tangible personal property with any other state agency, local public body, or external procurement unit *(such as Equalis Group Lead Agencies)* through an agreement *(such as the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement)* entered into between the parties.

New Mexico Statutes § 13-1-135 - Cooperative procurement authorized.

A. *Any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved. The cooperative procurement agreement shall clearly specify the purpose of the agreement and the method by which the purpose will be accomplished. Any power exercised under a cooperative procurement agreement entered into pursuant to this subsection shall be limited to the central purchasing authority common to the contracting parties, even though one or more of the contracting parties may be located outside this state. An approved and signed copy of all cooperative procurement agreements entered into pursuant to this subsection shall be filed with the state purchasing agent. A cooperative procurement agreement entered into pursuant to this subsection is limited to the procurement of items of tangible personal property, services or construction.*

B. *Notwithstanding the provisions of Subsection A of this section, a cooperative procurement agreement providing for mutually held funds or for other terms and conditions involving public funds or property included in Section 11-1-4 NMSA 1978 shall be entered into pursuant to the provisions of the Joint Powers Agreements Act [11-1-1 to 11-1-7 NMSA 1978].*

C. *Central purchasing offices other than the state purchasing agent may cooperate by agreement with the state purchasing agent in obtaining contracts or price agreements, and such contract or agreed prices shall apply to purchase orders subsequently issued under the agreement.*

Chapter 12, Article 1 § 13-1-98 provides exemptions from the Procurement Code.

New Mexico Statutes § 13-1-98 - Exemptions from the Procurement Code.

The provisions of the Procurement Code shall not apply to:

K. *municipalities having adopted home rule charters and having enacted their own purchasing ordinances;*

S. *contracts for service relating to the design, engineering, financing, construction and acquisition of public improvements undertaken in improvement districts pursuant to Subsection L of Section 3-33-14.1 NMSA 1978 and in county improvement districts pursuant to Subsection L of Section 4-55A-12.1 NMSA 1978;*

HH. *procurements exempt from the Procurement Code as otherwise provided by law.*

Chapter 12, Article 1 § 13-1-37 defines the term “central purchasing office”.

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New Mexico Statutes § 13-1-37 - Definition; central purchasing office.

*"**Central purchasing office**" means that office within a state agency or a local public body responsible for the control of procurement of items of tangible personal property, services or construction. "**Central purchasing office**" includes the purchasing division of the general services department.*

Chapter 12, Article 1 § 13-1-40 defines the term "construction".

New Mexico Statutes § 13-1-40 - Definition; construction.

A. *"**Construction**" means building, altering, repairing, installing or demolishing in the ordinary course of business any:*

(1) *road, highway, bridge, parking area or related project;*

(2) *building, stadium or other structure;*

(3) *airport, subway or similar facility;*

(4) *park, trail, athletic field, golf course or similar facility;*

(5) *dam, reservoir, canal, ditch or similar facility;*

(6) *sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility;*

(7) *sewage, water, gas or other pipeline;*

(8) *transmission line;*

(9) *radio, television or other tower;*

(10) *water, oil or other storage tank;*

(11) *shaft, tunnel or other mining appurtenance;*

(12) *electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners;*

(13) *air conditioning conduit, heating or other similar mechanical work; or*

(14) *similar work, structures or installations.*

B. *"**Construction**" shall also include:*

(1) *leveling or clearing land;*

(2) *excavating earth;*

(3) *drilling wells of any type, including seismographic shot holes or core drilling; and*

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(4) *similar work, structures or installations.*

Chapter 12, Article 1 § 13-1-40.1 defines the terms “construction management” and “construction manager”.

New Mexico Statutes § 13-1-40.1 - Definition; construction management and construction manager.

A. *"**Construction management**" means consulting services related to the process of management applied to a public works project for any duration from conception to completion of the project for the purpose of controlling time, cost and quality of the project.*

B. *"**Construction manager**" means a person who acts as an agent of the state agency or local public body for construction management, for whom the state agency or local public body shall assume all the risks and responsibilities.*

Chapter 12, Article 1 § 13-1-44 defines the term “cooperative procurement”.

New Mexico Statutes § 13-1-44 - Definition; cooperative procurement.

*"**Cooperative procurement**" means procurement conducted by or on behalf of more than one state agency or local public body, or by a state agency or local public body with an external procurement unit.*

Chapter 12, Article 1 § 13-1-56 defines the term “external procurement unit”.

New Mexico Statutes § 13-1-56 - Definition; external procurement unit.

*"**External procurement unit**" means any procurement organization not located in this state which, if in this state, would qualify as a state agency or a local public body. An agency of the United States government is an external procurement unit.*

Chapter 12, Article 1 § 13-1-67 defines the term “local public body”.

New Mexico Statutes § 13-1-67 - Definition; local public body.

*"**Local public body**" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.*

Chapter 12, Article 1 § 13-1-74 defines the term “procurement”.

New Mexico Statutes § 13-1-74 - Definition; procurement.

*"**Procurement**" means:*

A. *purchasing, renting, leasing, lease purchasing or otherwise acquiring items of tangible personal property, services or construction; and*

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B. *all procurement functions, including but not limited to preparation of specifications, solicitation of sources, qualification or disqualification of sources, preparation and award of contract and contract administration.*

Chapter 12, Article 1 § 13-1-87 defines the term “services”.

New Mexico Statutes § 13-1-87 - Definition; services.

*"**Services**" means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance. "**Services**" includes the furnishing of insurance but does not include construction or the services of employees of a state agency or a local public body.*

Chapter 12, Article 1 § 13-1-90 defines the term “state agency”.

New Mexico Statutes § 13-1-90 - Definition; state agency.

*"**State agency**" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. "**State agency**" includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.*

Chapter 12, Article 1 § 13-1-92 defines the term “state purchasing agent”.

New Mexico Statutes § 13-1-92 - Definition; state purchasing agent.

*"**State purchasing agent**" means the director of the purchasing division of the general services department.*

Chapter 12, Article 1 § 13-1-93 defines the term “tangible personal property”.

New Mexico Statutes § 13-1-93 - Definition; tangible personal property.

*"**Tangible personal property**" means tangible property other than real property having a physical existence, including but not limited to supplies, equipment, materials and printed materials.*

2. Under the Joint Powers Agreements Act, are New Mexico Public Agencies Entities Eligible to Join Equalis Group and Purchase through Equalis Group’s Competitively Solicited Master Agreements?

Chapter 11, Article 1 § 11-1-1 cites Chapter 1, Article 1 § 11-1-1 to § 11-1-7 of the New Mexico Statutes as the “Joint Powers Agreement Act”.

New Mexico Statutes
Chapter 11 - Intergovernmental Agreements and Authorities
Article 1 - Joint Powers Agreements

New Mexico Statutes § 11-1-1 - Short title.

This act [11-1-1 to 11-1-7 NMSA 1978] may be cited as the "**Joint Powers Agreements Act**."

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Chapter 11, Article 1 § 11-1-3 authorizes New Mexico public agencies to jointly exercise by agreement *(such as the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement)* any power common to the contracting parties *(such as procurement and contracting)* with public agencies *(such as Equalis Group Lead Agencies)* in New Mexico or outside of New Mexico.

> ***New Mexico Statutes § 11-1-3 - Authority to enter into agreements; approval of the secretary of finance and administration required.***
>
> *If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting parties may be located outside this state; provided, however, nothing contained in this Joint Powers Agreements Act shall authorize any state officer, board, commission, department or any other state agency, institution or authority, or any county, municipality, public corporation or public district to make any agreement without the approval of the secretary of finance and administration as to the terms and conditions thereof. Joint powers agreements approved by the secretary of finance and administration shall be reported to the state board of finance at its next regularly scheduled public meeting. A list of the approved agreements shall be filed with the office of the state board of finance and made a part of the minutes.*

Chapter 11, Article 1 § 11-1-4 identifies terms and conditions to include in joint powers agreements *(such as the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement).*

> ***New Mexico Statutes § 11-1-4 - Terms and conditions of joint agreements.***
>
> ***A.*** *Every agreement executed by one or more public agencies shall clearly specify the purpose of the agreement or for any power which is to be exercised. The agreement shall provide for the method by which the purpose will be accomplished and the manner in which any power will be exercised under such agreement.*
>
> ***E.*** *The agreement may be continued for a definite term or until rescinded or terminated, and may provide for the method by which it may be rescinded or terminated by any party.*

Chapter 11, Article 1 § 11-1-2 defines terms utilized in the Joint Powers Agreement Act.

> ***New Mexico Statutes § 11-1-2 - Definitions.***
>
> ***A.*** *"**public agency**" means the federal government or a federal department, agency or instrumentality; this state, another state or a state department, agency or instrumentality; an Indian nation, tribe or pueblo; a subdivision of an Indian nation, tribe or pueblo that has authority pursuant to the law of that Indian nation, tribe or pueblo to enter into joint powers agreements directly with the state; a county, municipality, public corporation or public district of this state or another state; a New Mexico educational institution specified in Article 12, Section 11 of the constitution of New Mexico; and a New Mexico school district;*
>
> ***B.*** *"**agreement**" means a written contractual agreement entered into between two or more public agencies subject to a constitutional or legislative restriction imposed upon any of the contracting public agencies, but the Joint Powers Agreements Act does not authorize an interstate water supply agreement or limit the powers of an interstate water compact commission, the interstate stream commission or the state engineer, and it does not limit the powers of a state agency or political subdivision to enter into agreements with the interstate stream commission or the state engineer;*

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Equalis Group encourages political subdivisions, units of local government, state agencies, other public agencies, and supplier partners to have appropriate legal counsel review the applicable articles under State Statutes to determine their eligibility to utilize Equalis Group's competitively solicited contracts.

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AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 12.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: April 16, 2026

Re: Discussion and Possible Action on Quote #202684 from Rush Truck Centers of New Mexico, Inc. to Purchase a 2026 Peterbilt 548 Dump Truck for the Water Distribution Department Utilizing BuyBoard Contract #723-23 in the Amount $205,270.00.

Item Summary:

Discussion and Possible Action on Quote #202684 from Rush Truck Centers of New Mexico, Inc. to Purchase a 2026 Peterbilt 548 Dump Truck for the Water Distribution Department Utilizing BuyBoard Contract #723-23 in the Amount $205,270.00.

Financial Impact:

Funds are currently budgeted in the RJU Enterprise Fund's Capital Outlay - Equipment line item (502-220-53001) in the amount of $350,000.00.

Item Discussion:

2026 Peterbilt 548 PACCAR PX-9 370HP / 1250TQ Allison 3000 RDS-P 6 Speed for Water Distribution

Recommendations:

To Approve Quote #202684 from Rush Truck Centers of New Mexico, Inc. to Purchase a 2026 Peterbilt 548 Dump Truck for the Water Distribution Department Utilizing BuyBoard Contract #723-23 in the Amount $205,270.00.

ATTACHMENTS:
Village of Ruidoso Stock Peterbilt Dump Quote 4.9.26.pdf
WD Peterbilt Dump Truck Specs.pdf

Rush Truck Centers of New Mexico, Inc.
6521 Hanover Road NW
Albuquerque, NM 87121
505-875-3410

Customer Proposal Letter

Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345

Buy Board Contract # 723-23

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2026 Make Peterbilt Model 548 Stock # 1930327 Serial # 2NP8LJ0X1TM800819

		Total
Quantity		
Truck Price per Unit	$ 204,920.00	$ 204,920.00
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 204,920.00	$ 204,920.00
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 350.00	$ 350.00
Total Sales Price	$ 205,270.00	$ 205,270.00
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 205,270.00	$ 205,270.00

Sales Representative _____ Carlos Arreola
Signature Printed Name Date

Purchaser _____ _____
Signature Printed Name / Title Date

Accepted by Sales Manager or General Manager _____ _____
Signature Printed Name Date

Quote good until 5/9/2026

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. **Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer.** Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

Peterbilt Model 548











2026 Peterbilt 548
PACCAR PX-9
370HP / 1250TQ
Allison 3000 RDS-P 6 Speed
Stock # 1930327

CONTACT INFO:

Carlos Arreola Arreola, Truck Sales
Call: 505-506-1268
Main Phone: 505-839-3600

LOCATION:

Rush Truck Centers - Albuquerque
6521 Hanover Road Northwest
Albuquerque, NM 87121

SALES HOURS:

Monday-Friday: 8 am - 5 pm
Saturday: By Appointment

General
Unit Type New Medium Duty
Make Peterbilt
Model 548
Year 2026
Body Type Dump Body
Body Size 17.0
Body MFG Western Construction Comp
GVWR 60000
Intended Service 0093060 Dump
Stock Number 1930327

Day Cab
Type Day Cab
BBC 109
Sleeper Height NON
Sleeper Size Non
Suspension Fixed
Interior Probilt
Interior Color Charcoal

Exterior
Exterior Color WHITE

Engine
Engine MFG PACCAR
Engine Model PX-9
Horse Power 370
Torque 1250
Engine Brake C-Brake

Chassis
Type 6x4
Wheel Base 226

Tires and Wheels
Front Wheel Aluminum
Front Tire MFG Continental
Front Tire Ply 20 Ply
Front Tire Size 22.5
Rear Wheel Aluminum
Rear Tire MFG Continental
Rear Tire Ply 16 Ply
Rear Tire Size 22.5

Axle
Axle Placement Set Back Front Axle
Front Axle MFG Paccar
Front Axle Model FX-20
Front Axle Power Steering True
Front Axle Suspension TaperLeaf
Front Axle Suspension Weight 20,000
Front Axle Weight 20,000
Rear Axle MFG Dana Spc
Rear Axle Model DSP41
Rear Axle Ratio 5.29
Rear Axle Suspension Air Trac
Rear Axle Suspension Weight 40,000
Rear Axle Weight 40,000

Transmission
Manufacturer Allison
Model 3000 RDS-P
Speed 6 Speed
Torque 1250

Fuel Tanks
Tank #1 Type Aluminum
Tank #1 Capacity 80

Frame
Color Black
Rails 11 5/8 Steel

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 13.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: April 16, 2026

Re: Discussion and Possible Action on Quote #2029-1108 from Tillery Bus Sales & GM Fleet to Purchase Two (2) 2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT Trucks and One (1) 2026 Chevrolet Silverado (CK10543) 4WD Crew Cab WT for Water Distribution Utilizing CES Contract #2024-23-C116-ALL In the Amount of $125,539.00.

Item Summary:

Discussion and Possible Action on Quote #2029-1108 from Tillery Bus Sales & GM Fleet to Purchase Two (2) 2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT Trucks and One (1) 2026 Chevrolet Silverado (CK10543) 4WD Crew Cab WT for Water Distribution Utilizing CES Contract #2024-23-C116-ALL In the Amount of $125,539.00.

Financial Impact:

Funds are currently budgeted in the RJU Enterprise Fund's Capital Outlay - Equipment line item (502-220-53001) in the amount of $350,000.00.

Item Discussion:

The purchase of these trucks will replace the trucks going to auction.

Recommendations:

To Approve Quote #2029-1108 from Tillery Bus Sales & GM Fleet to Purchase Two (2) 2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT Trucks and One (1) 2026 Chevrolet Silverado (CK10543) 4WD Crew Cab WT for Water Distribution Utilizing CES Contract #2024-23-C116-ALL In the Amount of $125,539.00.

ATTACHMENTS:
Tillery Quote Half tons.pdf

TILLERY BUS SALES & GM FLEET

QUOTE

PO Box 609
Moriarty, NM 87035
505-832-4431

QUOTE #	DATE
2026-1108	4/8/2026

CUSTOMER

Village of Ruidoso
Ms. Corena Baca - Water Distributions
313 Cree Meadows Dr.
Ruidoso, NM 88345
575-257-2386
corenabaca@ruidoso-nm.gov

TILLERY CES #

2024-23-C116-ALL

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT - White	2	$ 38,890.00	$ 77,780.00
CES Discount	2	$ (778.00)	$ (1,556.00)
2026 Chevrolet Silverado (CK10543) 4WD Crew Cab WT - White	1	$ 51,370.00	$ 51,370.00
CES Discount	1	$ (2,055.00)	$ (2,055.00)
*Please see attached specifications			

Thank you for the opportunity!

FOB Ruidoso, NM

Immediate delivery based on units currently in stock and on the lot. Subject to prior sale.

Base Price:	$	129,150.00
CES Discount:	$	(3,611.00)
Total CES Price:	**$**	**125,539.00**

Sincerely,

Regina Luna

Regina Luna
GM Fleet Specialist

If you have any questions about this quote please contact
Kelly Cavasos 505-886-3426 / Regina Luna 505-886-3416 / Aaron Sena 505-886-3420

Tillery Chevrolet GMC, Inc.
Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Village of Ruidoso

Prepared For: Ms. Corena Baca

575-257-2386

corenabaca@ruidoso-nm.gov

Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT



Tillery Chevrolet GMC, Inc.
Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

Quote Worksheet

		MSRP
Base Price		$35,700.00
Dest Charge		$2,095.00
Total Options		$1,095.00
	Subtotal	**$38,890.00**
	Subtotal Pre-Tax Adjustments	**$0.00**
Less Customer Discount		($778.00)
	Subtotal Discount	**($778.00)**
Trade-In		$0.00
	Subtotal Trade-In	**$0.00**
	Taxable Price	**$38,112.00**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$38,112.00**

Regina Luna 4/2/26
Dealer Signature / Date

Customer Signature / Date

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Tillery Chevrolet GMC, Inc.
Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
14C43	2026 Chevrolet Colorado 4WD Crew Cab WT	$35,700.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	Inc.
NB8	Emissions override, California (allows a dealer in states that require California emissions - California, Colorado, Maryland, Massachusetts, New Jersey, New Mexico, New York, Oregon, Rhode Island, Vermont or Washington - to order Federal emissions for a vehicle that will be registered in a state that has Federal emission requirements). Do not use for vehicles that will be registered in California, Colorado, Maryland, Massachusetts, New Jersey, New Mexico, New York, Oregon, Rhode Island, Vermont or Washington. (Requires (FE9) Federal emissions requirements.)	$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L3B	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD)	$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MFC	Transmission, 8-speed automatic (STD)	$0.00

AXLE

CODE	DESCRIPTION	MSRP
GU6	Rear axle, 3.42 ratio	$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
4WT	Work Truck Preferred Equipment Group includes standard equipment	$0.00

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Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

WHEELS

CODE	DESCRIPTION	MSRP
RD6	Wheels, 17" X 8.0" (43.2 cm x 20.3 cm), Ultra Silver Metallic steel (STD)	$0.00

TIRES

CODE	DESCRIPTION	MSRP
QHR	Tires, 255/65R17 all-season, blackwall (STD)	$0.00

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
A50	Seats, front bucket (STD)	$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	$0.00

RADIO

CODE	DESCRIPTION	MSRP
URL	11.3" diagonal advanced color LCD display with Google Built-In includes color touch-screen, multi -touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD) (Terms and limitations apply.)	$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
ZL6	Advanced Trailering Package (Includes (Z82) Trailering Package, (G80) Differential, automatic locking rear, (U1D) Trailering App.)	Inc.

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Tillery Chevrolet GMC, Inc.
Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
G80	Differential, automatic locking rear (Included and only available with (ZL6) Advanced Trailering Package.)	Inc.
JL1	Trailer brake controller, integrated (Included and only available with (Z82) Trailering Package.)	Inc.
KW5	Alternator, 220 amp (Requires (Z82) Trailering Package.)	$150.00
U1D	Trailering App (Included and only available with (ZL6) Advanced Trailering Package.)	Inc.
Z82	Trailering Package, heavy-duty includes trailer hitch and 7-pin connector (Includes (JL1) Trailer brake controller. Requires (KW5) 220 amp alternator. Included and only available with (ZL6) Advanced Trailering Package.)	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
UKW	Blind Zone Steering Assist with Trailering (Included and only available with (ZL6) Advanced Trailering Package.)	Inc.
	Options Total	**$1,095.00**

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Tillery Chevrolet GMC, Inc.
Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

Standard Equipment

Package

Safety Package includes (UKI) Blind Zone Steering Assist, (UFB) Rear Cross Traffic Braking and (UD7) Rear Park Assist (With (ZL6) Advanced Trailering Package, includes (UKW) Blind Zone Steering Assist with Trailering that replaces (UKI) Blind Zone Steering Assist.)

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKT) Front Pedestrian and Bicyclist Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Mechanical

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD)

Transmission, 8-speed automatic (STD)

Rear axle, 3.42 ratio

Engine control, stop/start system disable button

Engine air filtration monitor

Push Button Start

Automatic Stop/Start

Transfer case, single speed electronic Autotrac with push button control

Four wheel drive

Battery, AGM, 800 cold-cranking amps with 80 amp hour rating, 12V

Alternator, 170 amp (Not available with (Z82) Trailering Package.)

Radiator Grille Shutters, automatic

Vehicle health management, provides advanced warning of vehicle issues

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching

Recovery hooks, front, Black

Frame, fully-boxed

GVWR, 6250 lbs. (2835 kg)

Pickup box

Brakes, 4-wheel antilock, 4-wheel disc

Capless fuel fill

Exterior

Wheels, 17" X 8.0" (43.2 cm x 20.3 cm), Ultra Silver Metallic steel (STD)

Tires, 255/65R17 all-season, blackwall (STD)

Tire, spare 255/65R17 all-season, blackwall

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Tillery Chevrolet GMC, Inc.
Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT (✓ Complete)

Exterior

Wheel, spare, 17 x 8" (43.2 cm x 20.3 cm) steel

CornerStep, rear bumper

Moldings, Black beltline

Headlamps, halogen with automatic exterior lamp control

IntelliBeam, automatic high beam on/off

Headlamp control, automatic on and off with automatic delay

Cargo box light, back of cab

Mirrors, outside heated power-adjustable

Mirror caps, molded with color

Glass, deep-tinted

Glass, solar glazing front side windows

Glass, privacy glazing rear side windows

Windshield, solar absorbing

Door handles, Black

Tailgate, remote locking, (locks and unlocks with key fob)

Tailgate handle, Black

Entertainment

11.3" diagonal advanced color LCD display with Google Built-In includes color touch-screen, multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD) (Terms and limitations apply.)

Audio system feature, 6-speaker system

SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Wireless phone projection, for Apple CarPlay and Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front bucket (STD)

Seat trim, Cloth

Seat adjuster, driver 6-way manual

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Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

Interior

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 split-folding bench with storage

Console, floor front compartment with cup holders and cell phone storage

Floor covering, color-keyed carpeting

Steering column, tilt, manual

Steering wheel, urethane

Steering wheel controls, mounted audio controls

Speedometer, miles/kilometers

Driver Information Center, 11" diagonal fully-digital display

Windows, power front, driver express down

Window, power front, passenger express down

Windows, power rear, express down

Window, rear-sliding, manual

Door locks, power

Remote Keyless Entry

Cruise control, electronic, automatic

Theft-deterrent system, unauthorized entry

USB Ports, 2 (first row) located on console

Power outlet, 12-volt located in center console bin

Air conditioning, single-zone manual climate control

Air vents, rear

Heater, air conditioning duct, rear passenger

Defogger, rear-window electric

Handles, door release, front and rear, Jet Black

Mirror, inside rearview manual day/night

Visors, driver and front passenger vanity mirrors

Lighting, interior, center dome

Lighting, interior

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Tillery Chevrolet GMC, Inc.
Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

Interior

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian and Bicyclist Braking

Rear Cross Traffic Braking

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Hitch View

Safety-Exterior

Daytime Running Lamps, Halogen

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

HD Rear Vision Camera

Rear Park Assist

Blind Zone Steering Assist (Not available with (ZL6) Advanced Trailering Package.)

Lane Keep Assist with Lane Departure Warning

Forward Collision Alert

Following Distance Indicator

LED Reflective Windshield Collision Alert

Seat Belt, Black

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior.

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Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

Safety-Interior

Door locks, rear child security

Rear Seat Reminder

Rear Seat Belt Indicator

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu (Not available with (T4Z) Buckle To Drive.)

Tire Fill Alert provides an audible indication when tire pressure is added to a tire that is low. Aids to achieve optimal tire pressure

Tire Pressure Monitoring System (does not apply to spare tire)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Tillery Chevrolet GMC, Inc.
Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

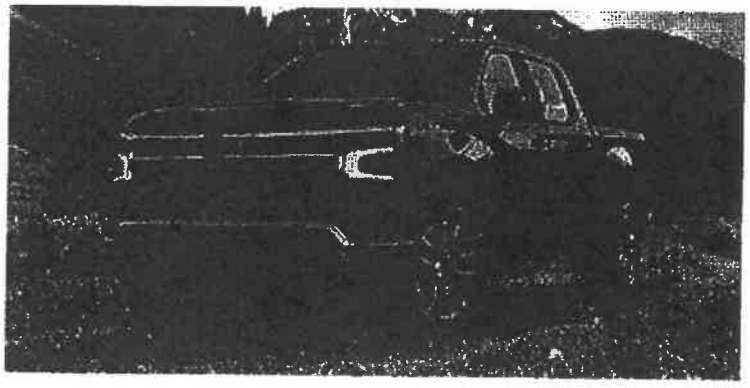
Village of Ruidoso

Prepared For: Ms. Corena Baca

575-257-2386

corenabaca@ruidoso-nm.gov

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck



Tillery Chevrolet GMC, Inc.
Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

Quote Worksheet

		MSRP
Base Price		$45,900.00
Dest Charge		$2,595.00
Total Options		$2,875.00
	Subtotal	**$51,370.00**
	Subtotal Pre-Tax Adjustments	**$0.00**
Less Customer Discount		($2,055.00)
	Subtotal Discount	**($2,055.00)**
Trade-In		$0.00
	Subtotal Trade-In	**$0.00**
	Taxable Price	**$49,315.00**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$49,315.00**

Regina Luna 4/2/26
Dealer Signature / Date

Customer Signature / Date

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK10543	2026 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck	$45,900.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	Inc.
NB8	Emissions override, California (allows a dealer in states that require California emissions - California, Colorado, Maryland, Massachusetts, New Jersey, New Mexico, New York, Oregon, Rhode Island, Vermont or Washington - to order Federal emissions for a vehicle that will be registered in a state that has Federal emission requirements). Do not use for vehicles that will be registered in California, Colorado, Maryland, Massachusetts, New Jersey, New Mexico, New York, Oregon, Rhode Island, Vermont or Washington (Requires (FE9) Federal emissions requirements.)	$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Not available with C*10703 Regular Cab model. Retail orders require (G80) auto-locking differential. Fleet or Government order types require (G80) auto-locking differential on CC10543 Crew Cab models or with (PEB) WT Value Package.)	Inc.

TRANSMISSION

CODE	DESCRIPTION	MSRP
MHT	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.

GVWR

CODE	DESCRIPTION	MSRP
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine.)	Inc.

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

AXLE

CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	$0.00

WHEELS

CODE	DESCRIPTION	MSRP
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)	$0.00

TIRES

CODE	DESCRIPTION	MSRP
QBN	Tires, 255/70R17 all-season, blackwall (STD)	$0.00

SPARE TIRE

CODE	DESCRIPTION	MSRP
QBR	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)	$0.00

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	$0.00

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	$0.00

OPTION DISCOUNT

CODE	DESCRIPTION	MSRP
----	Option/package discount (Requires (L3B) TurboMax engine or (PEB) WT Value Package.) *DISCOUNT*	($500.00)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
PCV	WT Convenience Package includes (AKO) tinted windows, (C49) rear-window defogger and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror.)	Inc.
PEB	WT Value Package includes (PCV) WT Convenience Package and (Z82) Trailering Package (Not available with (ZW9) pickup bed delete. Fleet or Government order types require (G80) auto-locking differential when (L84) 5.3L EcoTec3 V8 engine is ordered.) *GROSS*	Inc.
Z82	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	Inc.

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailering Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	Inc.
JL1	Trailer brake controller, integrated (Requires (Z82) Trailering Package.)	$275.00
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	Inc.
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	Inc.
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (L3B) TurboMax engine or (VYU) Snow Plow Prep Package.)	Inc.
NZZ	Skid Plates (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (9C1) Police Pursuit Package. Available free flow with Fleet or Government order type.)	$150.00

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Tillery Chevrolet GMC, Inc.
Regina Luna | 505-886-3416 | reginaluna@tillerycars.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	Inc.
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	Inc.

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.)	Inc.
	Options Total	**$2,875.00**

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Mechanical

Durabed, pickup bed

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)

Rear axle, 3.42 ratio

GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)

Push Button Start

Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section

Suspension Package, Standard

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

Exterior

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

Bumpers, front, Black (semi-gloss)

Bumpers, rear, Black (semi-gloss)

CornerStep, rear bumper

Cargo tie downs (12), fixed rated at 500 lbs per corner

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)

Taillamps with incandescent tail, stop and reverse lights

Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection cap, top

Tailgate, standard

Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)

Tailgate, gate function manual, no EZ Lift

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone, connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Steering column lock, electrical

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power

Remote Keyless Entry, with 2 transmitters

Cruise control, electronic with set and resume speed, steering wheel-mounted

Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel

Air conditioning, single-zone manual

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

HD Rear Vision Camera

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Silverado TurboMax^{TM} engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Silverado TurboMax^{TM} engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 14.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: April 16, 2026

Re: Discussion and Possible Action on Quote from Melloy Chevrolet to Purchase Three (3) 2026 Chevrolet Silverado 3500 Crew Cab, Long Bed, 4WD for Water Distribution Utilizing New Mexico Statewide Price Agreement #40-00000-24-00068 In the Amount of $186,471.00.

Item Summary:

Discussion and Possible Action on Quote from Melloy Chevrolet to Purchase Three (3) 2026 Chevrolet Silverado 3500 Crew Cab, Long Bed, 4WD for Water Distribution Utilizing New Mexico Statewide Price Agreement #40-00000-24-00068 In the Amount of $186,471.00.

Financial Impact:

Funds are currently budgeted in the RJU Enterprise Fund's Capital Outlay - Equipment line item (502-220-53001) in the amount of $350,000.00.

Item Discussion:

The purchase of these trucks will replace the trucks going to auction.

Recommendations:

To Approve Quote from Melloy Chevrolet to Purchase Three (3) 2026 Chevrolet Silverado 3500 Crew Cab, Long Bed, 4WD for Water Distribution Utilizing New Mexico Statewide Price Agreement #40-00000-24-00068 In the Amount of $186,471.00.

ATTACHMENTS:
Melloy 1 Tons Quote.pdf

SINCE 1952

MELLOY

FLEET

April 8, 2026

Village of Ruidoso

New Mexico State Price Agreement: 40-00000-24-00068

Item #17 – Pickup 1 ton, ICE Powered, Crew Cab, 4WD

2026 Chevrolet Silverado 3500 Crew Cab, Long Bed, 4WD, White

Base Price		$57,595.00
Less 5% Discount per Contract		($6,880.00)
Options – Dual Rear Wheels	INCL	
6.6L Duramax Diesel Engine	$9,990.00	
Factory Skid Plates	$150.00	
WT Convenience Package	$785.00	
Black Running Boards	$750.00	
All Terrain Tires	INCL	
Cloth 40/20/40 Split Bench Seat	INCL	
Total Options		$11,675.00
Less 2% Discount on Options per Contract		($233.00)
Total		$62,157.00
Quantity		x3
Total		$186,471.00

**These trucks are available to order at this time pending a purchase order.

Karen Sluga

Melloy Auto Group

Fleet/Government Sales

karen@melloyfleet.com

Please make PO to:

Melloy Chevrolet

377 Emilio Lopez Rd

Los Lunas, NM 87031

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NEW MEXICO DEPARTMENT OF TRANSPORTATION

RURAL AIR SERVICE ENHANCEMENT GRANT AGREEMENT

Project No.	SRR-26-02
Contract No.	
Vendor No.	0000054454

This AGREEMENT is between Village of Ruidoso (Sponsor) and the State of New Mexico, acting through the Department of Transportation Aviation Division (Division), for the purpose of carrying out the provisions of NMSA 1978, Section 64-1-13.1, of the Aviation Act (“Act”) and the Municipal Airport Law of 1978 (NMSA 1978, Section 3-39-1 et seq.).

RECITALS

WHEREAS, pursuant to NMSA 1978, Section 64-6-1 and Rule 18 NMAC 11.3 the Division is responsible for administering the Rural Air Service Enhancement program (RASE) to support regional air transportation services; and,

WHEREAS, Village of Ruidoso (Sponsor) has requested a grant to participate in the Rural Air Service Enhancement Program.

THEREFORE, in consideration of the covenants contained herein, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE - PURPOSE:

The purpose of this Agreement is to provide a grant to the Sponsor to support regional air transportation services (Project) pursuant to the Rural Air Service Enhancement Program and to state the terms, conditions, and mutual understandings of the Parties to this Agreement. Attached as Exhibit A is the (Project) procurement cooperatively procured through the competitive proposal process as required by the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 et seq.

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SECTION TWO - PROJECT FUNDING:

1. The Division agrees to pay as the State's share 90 % of the Sponsor's allowable costs for operation of the procured air service.

2. The maximum obligation of the Division under this Grant Agreement shall be $ 3,000,000 . The Sponsor shall be responsible for any sums that exceed this amount.

SECTION THREE – METHOD OF PAYMENT - REIMBURSEMENT:

Funds expended by the Sponsor in accordance with the terms of this Agreement shall be reimbursed by the Division to the Sponsor on a form provided by the Division. Interim reimbursement requests shall include the form provided by the Division requesting the amount and be accompanied by invoices paid by the Sponsor and proof of payment by the Sponsor for the invoices. Proof of payment may be canceled checks or formal ledger entries.

SECTION FOUR - SPONSOR SHALL:

1. Assume responsibility for the performance of the purpose as described in SECTION ONE.

2. Provide a representative from its organization who shall serve as the single point of contact for the Division.

3. Make no changes in purpose of the (RASE) Project without written approval of the Division.

4. Ensure that airline services are cooperatively procured through the competitive proposal process as required by the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 et seq.

5. Ensure that aircraft, services and operations in the Project conform to the most up to date safety standards prescribed by the Federal Aviation Administration to the fullest extent required by law, require the procured airline to indemnify and hold harmless the Sponsor and the State of New Mexico for all claims, damages, and liability or potential liability (including but not limited to attorney fees, court costs and the cost of appellate proceedings) arising out

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of or resulting from the negligent, act, errors or omissions of the airline, its agents, subcontractors, or employees in the operation of the procured air service.

6. Take all steps, including litigation if necessary, to recover State funds spent fraudulently, wastefully, or in violation of State statutes, or misused in any other manner on any project upon which State funds have been expended. For the purposes of this Grant Agreement, the term "State funds" means funds, however used or disbursed by the Sponsor, that were paid by the Division pursuant to this Grant Agreement. The Sponsor shall obtain the approval of the Division as to any determination of the amount of the State share of such funds. It shall return the recovered State share, including funds recovered by settlement, order, or judgment, to the Division. It shall furnish to the Division, upon request, all documents and records pertaining to the determination of the amount of the State share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such State share shall be approved in advance by the Division.

7. The Sponsor's acceptance of the Offer, and ratification and adoption of the terms and conditions contained herein shall be evidenced by execution of this Grant Agreement, constituting the contractual obligations and rights of the Division and the Sponsor with respect to the accomplishment of the Project in accordance with all of the State's applicable laws and rules and in compliance with the assurances and conditions as provided herein. This Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and upon complete execution of this Agreement by all parties.

SECTION FIVE - COMPLIANCE WITH LAW:

The Sponsor shall comply with all Federal, State, and local laws and ordinances applicable to the work called for herein.

SECTION SIX - EQUAL OPPORTUNITY COMPLIANCE:

The Sponsor agrees to abide by all Federal and State Laws and 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Sponsor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age, or handicap be excluded from employment with or participation in, be denied the

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benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Sponsor is found to be not in compliance with these requirements during the life of the Agreement the Sponsor agrees to take appropriate steps to correct these deficiencies.

SECTION SEVEN – CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE:

The Division and Sponsor shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The Division and Sponsor further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of1987, the New Mexico Human Rights Act, and Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR 60). Accordingly 49 CFR 21 is applicable to this Agreement and incorporated herein by reference.

SECTION EIGHT - THIRD PARTY BENEFICIARY CLAUSE:

This Agreement is not intended by any of the provisions of 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 the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION NINE - NEW MEXICO TORT CLAIMS ACT:

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Sponsor and its "public employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

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SECTION TEN - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The Sponsor shall maintain all records and documents relative to this Agreement for a minimum of three (3) years after final payment under this Agreement. The Sponsor shall furnish the Division or State Auditor, upon demand, all records relevant to this Agreement and allow them the right to audit all records which support the terms of this Agreement.

SECTION ELEVEN - AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the State Legislature this Agreement shall terminate upon written notice given by the Division to the Sponsor. The Division is expressly not committed to the expenditure of any funds until such time, as they are programmed, budgeted, encumbered and approved for expenditure by the Division. The Division's decision as to whether its funds are sufficient for the fulfillment of this Agreement shall be final.

SECTION TWELVE - TERMINATION:

This Agreement shall expire two years from the date of execution by all parties hereto. Neither party shall have any obligation under this Agreement after said date. If the Sponsor fails to comply with any provisions of this Agreement the Division has the option to terminate this Agreement. By such termination neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

SECTION THIRTEEN - TERMS OF THIS 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, by parties or their agents shall be valid or enforceable unless embodied in this Agreement. The terms of this Agreement are lawful; performance of all duties and obligations herein shall conform with and do not contravene any State, local, or Federal statutes, regulations, rules, or ordinances.

SECTION FOURTEEN - EXECUTION OF AGREEMENT:

The Agreement shall not take effect until executed by all of the parties hereto.

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SECTION FIFTEEN - SEVERABILITY:

In the event that any portion of this contract is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this contract shall remain in full force and effect.

SECTION SIXTEEN - AMENDMENT:

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

IN WITNESS WHEREOF , the Parties hereto have executed this Agreement the day and year hereinafter first written.

Recommended by AVIATION DIVISION

By: Signed by: Jessi Litz-Powden B33A2037DZ114CA...
Director or Designee

Date: 08/20/25

Approved by the NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Ricky Serna 5010E8A8255842F...
Cabinet Secretary or Designee

Date: 08/20/25

Approved as to form and legal sufficiency By the Department's Office of General Counsel

By: Signed by: John Newell Acting General Counsel C750CEC1625D488...
Assistant General Counsel

Date: 08/18/25

Lynn Crawford
Name of Sponsor

By: Signed by: 08520B2326BF4B4...
Sponsor's Designated Official Representative

Title: Mayor