VILLAGE OF RUIDOSO

AGENDA INDEX **313 Cree Meadows Dr. Ruidoso**
REGULAR MEETING **NM,88345**
MARCH 10, 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

CONSENT REGULAR ITEMS

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)

MAYORAL REPORTS AND PRESENTATIONS

1. Presentation of New Employees, Promotions and Transfers

2. Oath of Office for Michael Sralik, Deputy Clerk

3. Recognition of Councilors Gary Jackson and Joseph 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.

VILLAGE MANAGER REPORT

1. Village Manager's Report

2. Update on Clean and Lien Properties

3. Update on Short Term Rental Software

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

REPORTS FROM MUNICIPAL OFFICIALS

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.

REGULAR ITEMS

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

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.

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.

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

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

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.

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.

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.

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.

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.

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.

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.

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 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

CONSENT REGULAR ITEMS - 1.

To:

Presenter(s): Yvonne Vigil, Village Clerk

Meeting Date: March 10, 2026

Re: 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

Item Summary:

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

Financial Impact:

None

Item Discussion:

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

Recommendations:

To Approve Governing Body Minutes

ATTACHMENTS:
Regular Council Meeting Minutes February 10, 2026.pdf
Special Meeting Minutes February 26, 2026.pdf
Workshop Meeting Minutes March 3, 2026.pdf
Special Meeting Minutes March 6, 2026.pdf

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

CALL TO ORDER

Mayor Lynn Crawford, 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 Salas, Cory, Lutterman, Eby, Hooker and Jackson were recorded present in person. Municipal employees present were Ronald L. Sena, Village Manager; Yvonne Vigil, Village 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; Jason Janopoulos, Deputy Police Chief; Vyanca Vega, Project Manager; 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; Chrysanti Jones, Short Term Rental Administrator; Austin Meuli, Assistant Fire Chief; Cade Hall, Fire Chief; Joshua Long, Assistant Public Works Director; Vera Wheeler, Capital Projects Coordinator; Isaac Garcia, RWWTP Director; Robin Parks, Staff Accountant II; Caitlyn Daugherty, Purchasing Agent; Christopher Kelly, Code Enforcement Officer; and Leonard Weir, Deputy Emergency Manager. 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; Dianne Staab, Library Manager; Robyn Bryant, Solid Waste Office Manager; Gina Corliss, Executive Administrative Assistant; Judi Starkovich, Finance Director; Lee Baker, Airport Manager; Lisa Sanchez, Administrative Assistant II; and Amber Word, Administrative Assistant.

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 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
January 13, 2026 - Regular Meeting
January 27, 2026 - Special Meeting

January 27, 2026 - Special Emergency Meeting
January 27-28, 2026 - Strategic Planning Workshop Meeting
February 3, 2026 - Workshop Meeting

2 Approval of Amendment to Memorandum of Understanding (MOU) between the Village of Ruidoso as Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Costs, Increasing the Amount to $10,000 for the period between July 1, 2025 and May 31, 2026.

3 Approval of Task Order #2019-008P-AECOM-01 with AECOM Technical Services, Inc. for Alto Lake Dam Alternatives Analysis Evaluation and Design Scope in the Amount of $343,690.00 Including NMGRT.

4 Approval of Proposal from Rymarc Construction Inc., for the Apache Hills Waterline Project, Excavating and Installing New 6" C-900 PVC Waterlines and Tying into Existing Lines, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $89,030.17 Including NMGRT.

5 Approval of Task Order #2026-001P No. 1 with Stantec Consulting Services for Professional Engineering Services on Flood-Damaged Infrastructure Including PW 19, Alto Dam Pedestrian Bridge Footing Design, PW 62, Two Rivers Park Culvert Replacement and Guardrail Replacement in the Amount of $216,211.63 Including NMGRT.

6 Approval of Rental/Purchase Agreement between the Village of Ruidoso and Caterpillar Financial Services Corporation for a Caterpillar 420 Backhoe and Caterpillar 926 Wheel Loader for Solid Waste Transfer Station for a Term of 48 Months in the Amount of $79,820.00 a Year Including NMGRT.

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

Bill Hall stated the following: with the loss of the Ruidoso Downs Racetrack there was potential for alternate events such as Disc Golf tournaments; and would be good to get a financial analysis on an asphalt plant that could generate revenue.

Jennifer Brewer thanked the Village for the snow removal during the winter weather event.

Robert Dingman stated the following: the night of the snow storm his road in Upper Canyon was blocked by a downed tree and he had the walk 1.5 miles to get home; thanked the Street Department for the work done at the corner of Brady and Ponderosa; and asked the time frame for completion of road work in the Upper Canyon and who he would contact about tree removal on private property.

MAYORAL REPORTS AND PRESENTATIONS

1 Presentation of New Employees, Promotions and Transfers

Mayor Crawford recognized the following New Hires and Promotions:

New Hires:

- Sean Hydrick - Solid Waste Operator/Driver - DOH 2-9-26
- Reno Vaca - Water Utility Warehouse Tech - DOH 2-10-26

Promotions:

- Kyle Hawk - Water Level 3 - 12-16-25

2 Recognition of the Ted Martinez Lifetime Award from the New Mexico Water and Wastewater Association to Isaac Garcia

Mayor Crawford gave recognition to Isaac Garcia for being the recipient of the Ted Martinez Lifetime Award from the New Mexico Water and Wastewater Association; the award honored Mr. Garcia for being an operator and active member of the association for over twenty years.

BOARD AND COMMISSION APPOINTMENTS

1 Discussion and Possible Action on Appointment of Levi Beaty as a Member and Joshua Long as an Alternate, to the SERTPO Board.

Councilor Lutterman moved To Approve Appointment of Levi Beaty as a Member and Joshua Long as an Alternate, to the SERTPO Board. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

2 Discussion and Possible Action on Appointment of Scarlet Kelly, to the Planning and Zoning Committee.

Councilor Salas moved To Approve Appointment of Scarlet Kelly, to the Planning and Zoning Committee. Councilor Lutterman seconded and the motion carried with a roll call vote of all ayes.

VILLAGE MANAGER REPORT

1 Village Manager's Report

Ronald Sena stated Village Staff has been busy with State of the Village, Strategic Planning, Lincoln County and Municipal Day, and Comprehensive Plan meetings.

Levi Beaty gave an update on Brady Canyon to include who to call for assistance with tree removal on private property.

Levi Beaty gave an update on 603 Mechem and stated green tags had been received and and PNM had been contacted for meter installation.

2 Update on Clean and Lien Properties

Alex Koenig presented an Abatement Update to Council to include the following properties: 109 S. Hickory; 100 Nogal; 116 Nogal; 205 Spring; 154 Spruce; and 205 Swallow.

REPORTS FROM MUNICIPAL OFFICIALS

Councilor Cory thanked the Chamber of Commerce for hosting Lincoln County Day and the Candidate Forum and stated he was on the Steering Committee for the Comprehensive Plan.

Councilor Jackson thanked Village staff for there work during the winter weather event and encourage everyone to get out and vote.

Councilor Eby thanked the Chamber of Commerce for hosting Lincoln County Day and stated Strategic Planning went well. He also thanked PNM for restoring power during the winter weather event.

Councilor Lutterman reminded everyone of the Valentines event at the Wingfield Heritage House Museum.

Councilor Salas thanked staff and volunteers for the collaborative efforts and thanked God for love and safety.

PUBLIC HEARINGS

1 Public Hearing for Proposed Ordinance 2026-09, an Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Chapter 42, Fire Prevention and Protection; Article II, Village of Ruidoso Fire Codes; Section 42-32. Violations, Penalty and Fees.

Chief Hall stated the Ordinance would allow the Fire Chief, Assistant Fire Chief, Fire Marshal, Fire Lieutenants and Fire Captains to issue a citations for fire pits.

Mayor Crawford opened the public hearing for the purpose of adoption of ordinance 2026-09, an Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Chapter 42, Fire Prevention and Protection; Article II, Village of Ruidoso Fire Codes; Section 42-32. Violations, Penalty and Fees. Mayor Crawford then asked if there was any public comment concerning the ordinance. There being none Mayor Crawford closed the public hearing.

Councilor Cory moved To Approve Adoption of Ordinance 2026-09, an Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Chapter 42, Fire Prevention and Protection; Article II, Village of Ruidoso Fire Codes; Section 42-32. Violations, Penalty and Fees. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

REGULAR ITEMS

1 Discussion and Possible Action on Revocation of Short-Term Rental Permit Issued to Grey Autumn, LLC at 149 Willie Horton Drive Due to the Illegal Use of a Fire Pit or Outdoor Burning Reported to Village or Third-Party Monitoring Agency and Confirmed by the Village.

Alex Koenig stated the following: Per Section 54-72(l)(10) of the Village Code of Ordinances the Governing Body shall hear and consider all testimony and make a determination by a majority of the membership present on the appeal to, a) Revoke

the permit; b) Reverse the determination of the unresolved issue leading to a reinstatement of the permit; c) Table the appeal request to the next meeting; and Section 54-72(I)(12) further states should the Governing Body not render a decision on the request for revocation within 90 days of the suspension, the permit shall be reinstated by the Community Development Director.

Chief Hall stated no citation was issued to the tenant or the property management company.

The property management company stated the following: they had signs posted that explain there was to be no fire pits and also had it posted on their booking; and when they were made aware of the violation the attempted to talk to the responding fire fighter, but did not receive a call back.

Councilor Lutterman stated that Council gave a directive that a citation should be issued for these incidents and their directive should be followed.

Councilor Lutterman moved To Approve Revocation of Short-Term Rental Permit Issued to Grey Autumn, LLC at 149 Willie Horton Drive Due to the Illegal Use of a Fire Pit or Outdoor Burning Reported to Village or Third-Party Monitoring Agency and Confirmed by the Village. Councilor Jackson seconded and the motion failed with Councilors Lutterman, Cory and Jackson voting yay and Councilors Eby, Salas and Hooker voting nay, Mayor Crawford broke the tie with a nay vote.

Councilor Eby then moved to Reverse the Suspension of the Permit Issued to Grey Autumn, LLC at 149 Willie Horton Drive. Councilor Salas seconded the the motion carried with Councilors Eby, Salas, and Hooker voting aye and Councilors Lutterman, Cory and Jackson voting nay, Mayor Crawford broke the tie with a yay vote.

2 Discussion and Possible Action on Biennial Memorandum of Understanding between New Mexico MainStreet Program, Village of Ruidoso and Ruidoso Midtown Association to Dedicate Collaborative Resources, Adopt Local Economic Growth and Revitalization Tools, and Establish Economic Development Funding for Operations and Program Implementation to Restore Economic Vitality Within the MainStreet Economic Redevelopment District from July 1, 2026 through June 30, 2028.

Eddie Ryan stated the following: The local Governing Body of the Village of Ruidoso and Ruidoso Midtown Association agreed to abide by the eligibility and participation requirements as set forth; and the local Governing Body's official representative and the Board of the Ruidoso Midtown Association had read and understand the Accreditation requirements of the NMMS Program and the MSA Accreditation Standards as set forth in Attachment 1 of the MOU.

Councilor Hooker moved To Approve Biennial Memorandum of Understanding between New Mexico MainStreet Program, Village of Ruidoso and Ruidoso Midtown Association to Dedicate Collaborative Resources, Adopt Local Economic Growth and Revitalization Tools, and Establish Economic Development Funding for Operations and Program Implementation to Restore Economic Vitality Within the MainStreet Economic Redevelopment District from July 1, 2026 through June 30, 2028.

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

3 Discussion and Possible Action on Adoption of Resolution 2026-09, a Resolution of Support and Commitment to the Funding of the 2027 New Mexico Department of Transportation (NMDOT) Municipal Arterial Funding Program (MAP) in the Amount of $368,330.00.

Joshua Long state the following: The Street Department was asking for support and commitment for the 2027 MAP Project; the Street Department planed to use in-house equipment, and labor to complete the project; and the project area was a portion of Golf Course Estates Subdivision to include the following streets: Terrace Drive, Lower Terrace Drive, Upper Terrace Drive, Course View Drive , and Rainbow Drive from Mechem to Lower Terrace.

Councilor Hooker moved To Approve Adoption of Resolution 2026-09, a Resolution of Support and Commitment to the Funding of the 2027 New Mexico Department of Transportation (NMDOT) Municipal Arterial Funding Program (MAP) in the Amount of $368,330.00. Councilor Cory seconded and the motion carried with a roll call vote of all ayes.

4 Discussion and Possible Action on Adoption of Resolution 2026-10, a Resolution in Support and Commitment to the Funding of the 2027 New Mexico Department of Transportation (NMDOT) Cooperative (COOP) Funding Program in the Amount of $421,044.00.

Joshua Long stated the following: The Village of Ruidoso Street Department was asking for support and commitment for the 2027 COOP project; the Street Department planed to use it in-house equipment and labor, & to purchase materials with NMDOT's 75%; and the project would be a portion of Sunny Slope Subdivision and a portion of White Mountain Estates. The streets will include Sunny Slope, Sunny Slope Court, Slate Court, Marble Drive, Marble Court, and Coal Drive.

Councilor Lutterman moved To Approve Adoption of Resolution 2026-10, a Resolution in Support and Commitment to the Funding of the 2027 New Mexico Department of Transportation (NMDOT) Cooperative (COOP) Funding Program in the Amount of $421,044.00. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

5 Discussion and Possible Action on Task Order #2026-001P-02 with Bohannan Huston, Inc for Professional Engineering Services on Flood-Damaged Infrastructure Including McDaniel Bridge, Main Road 2 Bridge, North Loop Bridge; Sleepy Hollow Bridge, River Trail Bridge and Robin Road Bridge in the Amount of $3,337,221.25 Including NMGRT.

Levi Beaty stated the following: The Village of Ruidoso had recently experienced significant infrastructure damage resulting from recent wildfires and subsequent flooding events; in response to the urgent need, the project proposed the comprehensive design and replacement of six bridges located within residential neighborhoods throughout the Village; several of these bridges served as the sole access routes to their respective communities, making their restoration critical to

public safety, emergency response, and the long-term resilience of local transportation networks; The project would include site investigations, hydrologic and hydraulic analyses, environmental compliance, structural design, permitting, and construction-phase support services for all six bridge sites; the design would prioritize improved resilience to future wildfire and flood events, compliance with current engineering standards, and minimization of community disruption during construction; and the critical infrastructure improvement project would enhance safety, restore essential connectivity, and support the long-term recovery and hazard mitigation goals of the Village of Ruidoso.

Councilor Jackson moved To Approve Task Order #2026-001P-02 with Bohannan Huston, Inc for Professional Engineering Services on Flood-Damaged Infrastructure Including McDaniel Bridge, Main Road 2 Bridge, North Loop Bridge; Sleepy Hollow Bridge, River Trail Bridge and Robin Road Bridge in the Amount of $3,337,221.25 Including NMGRT. Councilor Cory 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 Contract for 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 Salas seconded and the motion carried with a roll call vote of all "ayes".

Mayor Crawford recessed the Regular Meeting and entered into Closed Session at 4:22 p.m.

Present in closed session were members of the Governing Body, Ronald L. Sena, Village Manager; and Zach Cook Village Attorney.

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".

Councilor Jackson moved to Approve Contract for Village Manager Ronald Sena. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

Councilor Jackson moved to Approve Severance Agreement for Village Manager Ronald Sena. 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 Regular Meeting at 5:42 p.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 10th day of March, 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
FEBRUARY 26, 2026
2:00 PM

NOTICE OF SPECIAL MEETING

CALL TO ORDER

Mayor Pro Tem Salas called the Special Meeting of the Governing Body, Village of Ruidoso, to order at 2:00 p.m. by calling for a Moment of Silence and the Pledge of Allegiance/Salute to the State Flag. Councilors Eby, Lutterman, Hooker and Cory were recorded present in person. Mayor Crawford and Councilor Jackson were recorded absent. Municipal employees present in person were Ronald L. Sena, Village Manager; Yvonne Vigil, Village Clerk; Christy Coker, Customer Service Manager; Judi Starkovich, Finance Director; Jason Janopoulos, Deputy Police Chief; Eddie Ryan, Manager of Events and Strategic Planning; Mark Coker, Assistant Parks and Recreation Director; Colin Bell, Assistant Finance Director; Joshua Long, Assistant Public Works Director; Levi Beaty, Public Works Director; Cheryl Gerthe, Human Resource Manager; Austin Meuli, Assistant Fire Chief; Madison Schlotfeldt, Staff Accountant II; Robin Parks, Staff Accountant II; Vera Wheeler, Capital Project Coordinator; and Steven Minner, Police Chief. Village of Ruidoso Legal Counsel present was Zachary Cook. Employees present via Zoom were Anthony Montes, Community Center Manager; Dick Cooke, Forestry Director; Britta Magnusson, Administrative Assistant II; Robyn Bryant, Solid Waste Office Manger; Jerry Parsons, Solid Waste Manager; Isabel Martinez, Public Works Administrative Specialist; Alex Koenig, Community Development Director; Dianne Staab, Library Manager; and Gina Corliss, Executive Administrative Assistant.

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

ROLL CALL

AGENDA ITEMS

1 Discussion and Possible Action on Proposal from Clear Career Professionals to Attract Highly Skilled and Experienced Candidates to Fill Critical Roles with the Village of Ruidoso.

Cheryl Gerthe stated the following: The Village currently had vacancies in critical leadership positions, including Finance Director, Deputy Manager, Economic Development Director, and Water Resource Director; the roles were essential to maintaining organizational continuity and effective service delivery to the community; due to the highly specialized and executive-level nature of these positions, staff recommended engaging a professional executive search firm to assist with a nationwide recruitment effort, including recruitment marketing and candidate vetting; and an executive search firm would be able to provide expanded outreach to highly

skilled and qualified candidates that the Village hadn't been able to successfully identify.

Councilor Cory moved To Approve Proposal from Clear Career Professionals to Attract Highly Skilled and Experienced Candidates to Fill Critical Roles with the Village of Ruidoso. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

2 Discussion and Possible Action on Proposal from Southwest Contracting and Associates LLC, for Emergency Debris Removal Using a Grapple Truck and Skid Steer, Utilizing NM GSD Statewide Price Agreement #50-00000-25-00060 in the Amount of $102,105.63 Including NMGRT.

Levi Beaty stated that Southwest Contracting and Associates LLC was proposing right-of-way tree cleanup services for debris from the 2026 January Winter Event.

Councilor Eby moved To Approve Proposal from Southwest Contracting and Associates LLC, for Emergency Debris Removal Using a Grapple Truck and Skid Steer, Utilizing NM GSD Statewide Price Agreement #50-00000-25-00060 in the Amount of $102,105.63 Including NMGRT. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

3 Discussion and Possible Action on Proposal from Rymarc Construction Inc., for the Mechem Drive Modular Home Subdivision Project, Installing New Roll-Up Curb and 3" of New SPIV Asphalt, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $481,361.49 Including NMGRT.

Levi Beaty stated the following: Rymarc Construction, Inc. proposed to accomplish the following items of work, per site visit: Project Scope: Mobilize Equipment, Labor and Materials to project site, mark area and contact NM-1- Call to spot existing lines utilizing a Vac Trailer; Survey/Set off set elevation markers for curb and gutter and asphalt roadway; Process existing Sub-grade and compact Import new base course material and process with existing millings; Grade and compact road base; Set blue tops and fine grade roadway and bottom of new curb area; Form, place and finish new roll up curb per detail drawing; Once curbing is complete, install/lay 3” thick of SPIV asphalt and compact; Roadway to be 24’ wide; and clean up construction area.

Councilor Hooker moved To Approve Proposal from Rymarc Construction Inc., for the Mechem Drive Modular Home Subdivision Project, Installing New Roll-Up Curb and 3" of New SPIV Asphalt, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $481,361.49 Including NMGRT. Councilor Lutterman seconded and the motion carried with a roll call vote of all ayes.

4 Discussion and Possible Action on Change Order No.3 with J & H Services, Inc. for High Loop Water System Improvements, Reducing Contract Amount by $858,199.12 Including NMGRT.

Levi Beaty listed the Contract modifications as followed upon execution of this Change Order:

(Bid item WO-5) Rock Excavation quantity was reduced to 187.96 to match actual usage quantities, resulting in an overall price reduction of $16,475.40.
(Bid item WO-6) Asphalt Replacement quantity was reduced to 256.12 to match actual usage quantities, resulting in an overall price reduction of $20,347.56.
(Bid item M-4) Asphalt Replacement quantity was reduced to 177.78 to match actual usage quantities, resulting in an overall price reduction of $2,803.14.
(Bid item R-4) Rock Excavation quantity was reduced to 173.33 to match actual usage quantities, resulting in an overall price reduction of $91,350.45.
(Bid item S-5) Rock Excavation quantity was reduced to 362.95 to match actual usage quantities, resulting in an overall price reduction of $431,601.75.
(Bid item S-6) Asphalt Replacement quantity was reduced to 636.90 to match actual usage quantities,
resulting in an overall price reduction of $28,804.70.
(Bid item HL-5) Rock Excavation quantity was reduced to 307.03 to match actual usage quantities, resulting in an overall price reduction of $176,710.95.
(Bid item HL-6) Asphalt Replacement quantity was reduced to 1,416.90 to match actual usage quantities, resulting in an overall price reduction of $159,479.70.
(Bid Item No. 1) was added to the project to account for 34 new Bollards installed around Fire Hydrants at
$2,500.00 per bollard. This results in an overall price increase of $85,000.00.
(Bid Item No. 2) was added to the project to account for additional material testing needed for the project. This results in an overall price increase of $28,576.36.
(Bid Item No. 3) was added to the project for additional potholing needed in the project to find a missing tie-in on White Oaks Rd. This results in an overall price increase of $18,745.65.

Councilor Cory moved To Approve Change Order No.3 with J & H Services, Inc. for High Loop Water System Improvements, Reducing Contract Amount by $858,199.12 Including NMGRT. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

5 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 this was approved by the Lodger's Tax Committee at their rescheduled regular meeting on February 10, 2026.

Councilor Cory questioned terms in the contract pertaining to litigation and exiting the agreement.

Councilor Eby asked for clarification on the break even point for ticket sales.

Councilor Cory moved to postpone this item until the March 10, 2026 Regular meeting. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

CLOSED SESSION

Councilor Hooker made a motion to recess into:

- Discussion of limited personnel matters Concerning Contract for 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 Lutterman seconded and the motion carried with a roll call vote of all "ayes".

Mayor Pro Tem Salas recessed the Special Meeting and entered into Closed Session at 2:38 p.m.

Present in closed session were members of the Governing Body, Ronald L. Sena, Village Manager; and Zach Cook Village Attorney.

Mayor Pro Tem Salas adjourned the Closed Session and reconvened the Regular Meeting at 3:19 p.m.

Councilor Hooker moved to certify that matters discussed in the closed session were limited only to those specified in the motion for closure, Councilor Eby 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 Special Meeting at 3:20 p.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 10th day of March, 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
MARCH 3, 2026
8:00 AM

NOTICE OF WORKSHOP MEETING

CALL TO ORDER

Mayor Pro Tem Salas called the Workshop Meeting of the Governing Body, Village of Ruidoso to order at 8:00 a.m. Councilors Cory, Hooker, Eby, and Lutterman were recorded present in person. Mayor Crawford was recorded present at 8:03 a.m. Councilor Jackson was recorded present via Zoom. Municipal employees present in person were Ronald L. Sena, Village Manager; Yvonne Vigil, Village Clerk; Matthew Baird, Parks and Recreation Director; Steven Minner, Police Chief; Christy Coker, Customer Service Manager; 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; Jaquelyne Pena, Water Resource Manager; Vyanca Vega, Capital Projects Coordinator; and Judi Starkovich, Finance Director. Municipal employees present via Zoom were Dianne Staab, Library Manager; Anthony Montes, Community Center Manager; Vera Wheeler, Capital Project Coordinator; Terry Yarborough, Water Production Manager; Robyn Bryant, Solid Waste Office Manager; Lee Baker, Airport Director; and Colin Bell, Assistant Finance Director. Ruidoso Legal Counsel present was Zachary Cook.

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

ROLL CALL

AGENDA ITEMS

1 Discussion 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.

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 March 10, 2026 Regular Council Meeting.

2 Discussion 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.

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 March 10, 2026 Regular Council Meeting.

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

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 March 10, 2026 Regular Council Meeting.

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

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 March 10, 2026 Regular Council Meeting.

5 Discussion on 2026 Village of Ruidoso Strategic Plan.

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 March 10, 2026 Regular Council Meeting.

6 Discussion on Adoption of Resolution 2026-11, a Resolution Authorizing Disposal of Surplus Property.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the March 10, 2026 Regular Council Meeting.

7 Discussion on 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.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the March 10, 2026 Regular Council Meeting.

8 Discussion on 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.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the March 10, 2026 Regular Council Meeting.

9 Discussion 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.

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 March 10, 2026 Regular Council Meeting.

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

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the March 10, 2026 Regular Council Meeting.

11 Discussion 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.

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 March 10, 2026 Regular Council Meeting.

12 Discussion 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.

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 March 10, 2026 Regular Council Meeting.

ADJOURN

There being no further business to come before the Governing Body, Mayor Crawford adjourned the workshop meeting at 9:29 a.m.

MINUTES ARE DRAFT UNTIL APPROVED ON:

Passed and approved on this 10th day of March, 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 6, 2026
2:30 PM

NOTICE OF SPECIAL MEETING

CALL TO ORDER

Mayor Crawford called the Special Meeting of the Governing Body, Village of Ruidoso, to order at 2:30 p.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; Eddie Ryan, Manager of Events and Strategic Planning; Cade Hall, Fire Chief; Austin Meuli, Assistant Fire Chief; Matthew Baird, Parks and Recreation Director; and Steven Minner, Police Chief. Village of Ruidoso Legal Counsel present was Zachary Cook. Employees present via Zoom were Anthony Montes, Community Center Manager; Robyn Bryant, Solid Waste Office Manger; Judi Starkovich, Finance Director; Lee Baker, Airport Manager; and Jason Janopolous, Deputy Police Chief.

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

ROLL CALL

Matthew Baird stated the following: Eagle Creek baseball field would have artificial turf in the infield and sod in the outfield; Mr. Dorgan had to have the field back to operational by May 1, 2026; and the adult softball league was upset that Parks and Recreation hosted an adult volleyball league that overlapped into their season by one week.

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 Hooker 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 2:50 p.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; Austin Meuli, Assistant Fire Chief; and Zach Cook Village Attorney.

Mayor Crawford adjourned the Closed Session and reconvened the Regular Meeting at 4:22 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 Cory seconded and the motion carried with a roll call vote of all "ayes".

Councilor Jackson moved to Approve Retention Contract for Village Manager. Councilor Cory 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 4:23 p.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 10th day of March, 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: March 10, 2026

Re: Approval of Certificate of Destruction #2026-001

Item Summary:

Approval of Certificate of Destruction #2026-001

Financial Impact:

None

Item Discussion:

Approval to destroy records listed in Certificate of Destruction #2026-001 that have reached their retention period.

Recommendations:

To Approve Certificate of Destruction #2026-001

ATTACHMENTS:
Certicate of Records Destruction #2026-001.pdf

CERTIFICATE OF RECORDS DESTRUCTION NO. 2026-001

Village of Ruidoso 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 10th day of March 2026.

Lynn D. Crawford
Mayor

Yvonne Vigil
Village Clerk

Attachment "A" 2026-001

Record No.	Record Series Name	Description/Examples	Retention Period	Department
18.03.021	Purchasing	RFP#2021-001P Bank Depository Services September 9, 2020-November 1, 2020	3 years after audit report	Finance
18.03.021	Purchasing	RFP# 2021-002P Convention Center Marketing for the Village of Ruidoso August 26, 2020- October 13, 2020	3 years after audit report	Finance
18.03.021	Purchasing	IFB #2021-003B Rebid- Lift Stations and Forcemains January 29, 2021-May 1, 2021	3 years after audit report	Finance
18.03.021	Purchasing	RFP# 2021-004P Property Zoning Codes (Chapter 54) Evaluation and Rewrite December 18, 2020- February 9, 2021	3 years after audit report	Finance
18.03.021	Purchasing	RFP#2021-005P Professional Engineering Services for Sanitary Sewer System Repair-Rehabilitation Project March 17, 2021-April 21, 2021	3 years after audit report	Finance
18.03.021	Purchasing	RFP#2021-007P Hydrogeological Water Supply and Water Rights Consultant Services March 19, 2021-May 11, 2021	3 years after audit report	Finance
18.03.021	Purchasing	RFP#2021-008P Water Rights Attorney Services March 19, 2021- May 11, 2021	3 years after audit report	Finance
18.03.021	Purchasing	RFP#2021-009P Village of Ruidoso Insurance Broker March 10, 2021-May 11, 2021	3 years after audit report	Finance
18.03.021	Purchasing	RFP#2021-011P Pinecliff Subdivision Street, Water, And Sewer System Improvements March 25, 2021-June 8, 2021	3 years after audit report	Finance
18.03.021	Purchasing	RFP #2021-012P Water Rights Attorney Services (Re-Advertise May 5, 2021- June 8, 2021	3 years after audit report	Finance
18.03.021	Purchasing	FY22 POA-Change Register FY21 POA-Change Register	3 years after audit report	Finance

18.03.021	Purchasing	RFP #2021-010P Director of Tourism March 26, 2021- April 27, 2021	3 years after audit report	Finance
18.03.021	Purchasing	IFB #2021-007B RJU Shop Building May 26, 2021-July 13, 2021	3 years after audit report	Finance
18.03.021	Purchasing	Ifb #2021-006B Fault (H-1979-S10) and Brown (H-1497-S) Well Improvements March 25, 2021- June 8, 2021	3 years after audit report	Finance
18.03.021	Purchasing	IFB #2021-005B Town and Country Water and Sewer Improvements February 19, 2021-June 11, 2021	3 years after audit report	Finance
18.03.021	Purchasing	IFB #2021-002B Materials for Grindstone Beach September 20, 2020-October 28, 2020	3 years after audit report	Finance
18.03.021	Purchasing	IFB #2021-001B Materials for Grindstone Beach September 18, 2020-October 14, 2020	3 years after audit report	Finance
18.03.021	Purchasing	IFB #2021-004B Cree Meadows Trail February 1, 2021-March 9-2021	3 years after audit report	Finance
18.03.021	Purchasing	RFQ #2021-002Q Alto Lake Concessions March 12, 2021-March 29, 2021	3 years after audit report	Finance

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 3.

To:

Presenter(s): Alex Koenig, Community Development Director

Meeting Date: March 10, 2026

Re: 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.

Item Summary:

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.

Financial Impact:

None

Item Discussion:

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.

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.

Recommendations:

To Approve 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.

ATTACHMENTS:
STR Ordinance 2026-10.pdf

VILLAGE OF RUIDOSO

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.

WHEREAS, THE Governing Body of the Village of Ruidoso is updating the Short-Term Residential Rental Overlay Zone to reflect the current applicable building codes; and

WHEREAS, The Governing Body of the Village of Ruidoso has determined that these amendments are necessary; and

WHEREAS, The Planning Commission and the Governing Body have conducted a duly advertised public hearing to consider this ordinance and unanimously recommends approval and adoption; and

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Village of Ruidoso that Chapter 54, Article II, Division 3, Section 54-72 is hereby amended by the addition of new text and modification or deletion of existing text as follows:

The ~~strike out~~ language is to be removed, and the additions to the section are bold and underlined.

Sec. 54-72. Short-term residential rental overlay zone.

(a) Purpose of zone. The Governing Body of the Village of Ruidoso finds and declares as follows:

(1) Short-term residential rentals provide a community benefit by expanding the number and type of lodging facilities available to seasonal visitors.

(2) Short-term residential rentals are not commercial but are strictly a residential use of the property under the Village of Ruidoso Municipal Code.

(3) The provisions of this section are necessary to prevent a burden on village services and impacts on residential neighborhoods posed by short-term residential rentals.

(b) Applicability of requirements. This overlay zone applies to all non-commercial residential property within the village regardless of the zoning district. These requirements ~~of section 54-72~~ shall apply to dwelling units that are rented at some time during the year for a short duration that are not part of a commercial business enterprise such as a hotel, motel or commercial cabin rental located on a single lot or a group of contiguous lots within a commercial zoning district. These requirements do apply to individual dwelling units on non-contiguous property owned and operated by a hotel, motel or commercial cabin rental owner.

(c) Definitions. For purposes of this section, the following words and phrases shall have the meaning respectively ascribed to them by this subsection:

(1) Local contact person means an owner, representative of the owner or local property manager who lives in the Village of Ruidoso or within proximity of the village limits such that he/she is available to respond within an hour or less to tenant and neighborhood questions or concerns and is authorized to respond to any violation of this section and take remedial action.

(2) Managing agency or agent means a person, firm or agency licensed with the New Mexico Real Estate Commission representing the owner of the residential rental, or a person, firm or agency owning the residential unit.

(3) Operator means the person who is proprietor of a residential rental, whether in the capacity of owner, lessee, sub-lessee, or mortgagee in possession.

(4) Owner means as defined in section 1-2 of this Code.

(5) Remuneration means compensation, money, rent, or other consideration given in return for occupancy, possession or use of real property.

(6) Rent means the consideration charged, whether or not received, for the occupancy of space in a residential rental, valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits, property and services of any kind or nature, without any deductions therefrom whatsoever.

(7) Short-term residential rental means a dwelling unit or ~~one bedroom~~ **single-booking** within a dwelling unit including either a single-family detached or multiple-family attached unit, rented for the purpose of overnight lodging for a period of not less than one night nor more than 29 consecutive days to the same person or persons

(8) Sleeping unit as defined by the International Building Code, ~~2015,~~ and as amended, means a room or space in which people sleep, which can also include permanent provisions for living, eating, and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

(9) Third-party internet listing service means an internet-based (or online) marketplace that connects owners of short-term residential rentals to potential renters by way of a website and in exchange for a service fee. Third-party listing agent shall not mean local contact person or managing agency or agent as defined in this chapter.

(10) Short-Term Rental Occupant(s) a transient person or group of transient persons in which lodging is provided and offered for compensation.

(d) Short-term residential rental permit required. No owner of a residential dwelling unit shall rent the unit for a short term without having a current valid short-term residential rental permit issued by the Village of Ruidoso. Short-term residential rental permits are issued to the owner for a period of one year and are non-refundable. **A permit shall not be issued until the application is verified for compliance and the property has passed a compliance inspection by the Village of Ruidoso staff.**

(1) Nothing contained within this section shall be construed to abridge the ability of bona fide neighborhood covenants and/or deed restrictions to be more restrictive than the regulations within this section. Such covenants and deed restrictions shall not be enforceable by the Village but remain the responsibility of property owners to ensure compliance within the applicable neighborhood.

(e) Application for short-term residential rental permit. The dwelling unit owner or managing agency shall apply to the village for a short-term residential rental permit and supply, at a minimum, the following information:

(1) The name, address, email address and contact telephone numbers (including 24-hour emergency contact number) of the owner of the residential rental for which the permit is to be issued.

(2) The name, address, email address and contact telephone numbers (including 24-hour emergency contact number) of the agent, representative or local contact person for the owner of the residential rental.

(3) The maximum number of occupants and vehicles that the dwelling unit can accommodate.

a. The parking calculation shall be based upon a minimum of one off-street parking space provided per sleeping unit. Properties offering a single-~~room~~**booking** rental must also meet parking requirements ~~as set forth in section 54-141 (e) (1) a.~~

b. The occupancy per sleeping unit shall be ~~determined by the floor area of each sleeping unit, number of restrooms per dwelling unit, infrastructure suitable to service the occupants and shall be in accord with~~

~~habitable and occupancy codes contained within the duly adopted Code or successor as required per section 22-31(a).~~**no more than 2 adults per sleeping unit of the dwelling unit.**

~~(4) An application fee of $50.00 per year.~~

~~(5)~~ **(4)** Compliance inspections are required on all short-term permits **and shall be inspected annually**. ~~The inspections are valid for biennial (every two years), and the fee is $40.00.~~

After a permit is **reviewed for compliance** ~~issued the compliance~~ **an** inspection will be conducted by Village of Ruidoso staff ~~no later than 30 days~~. **at a time scheduled by the property owner, agent, or representative.**

If the property is not in conformance with the compliance requirements at the time of the inspection, a correction notice will be issued, and a reinspection fee may be assessed ~~of $40.00~~ if the inspector is required to return.

The compliance inspection shall meet the following requirements:

a. An ABC type fire extinguisher(s) minimum of 3 lbs. maximum of 5 lbs. to be mounted at points of egress which lead to a public way, with at least one provided per floor and minimum one per dwelling unit with at least two per dwelling unit if greater than 1,000 square feet, top of the extinguisher to be mounted at a height not lower than 48 inches and not greater than 60 inches from the floor. Extinguishers must be inspected and maintained according to state requirements and must properly display the inspection history of the device.

b. Approved (and working) smoke alarms installed as per manufacturer's instructions in every room used for sleeping and in the vicinity of each room used for sleeping, in compliance as required per section 22-31(a) of this Code and on every level of the home, including the basement.

c. Every sleeping room and living area with access to a primary means of escape shall provide a clear, unobstructed path of travel to the outside. Sleeping areas must meet the requirements of egress as defined by the International Building Code and in compliance with the International Fire Code. All sleeping areas must have windows no less than 20 inches wide by 24 inches tall, the height of the window from the floor cannot be more than 44 inches. Any means of egress with more than 20 feet from egress to ground must provide an emergency ladder or steps.

d. ~~Where approved, an open fire permit in accordance with section 42-42 of the Village of Ruidoso Code of Ordinances shall be posted at, or immediately adjacent to the primary entrance to the building.~~ Outdoor cooking appliances shall be properly maintained and notification visibly posted for their permissive use in accordance with section 42-42. Indoor fireplaces shall be properly maintained and inspected by a qualified person as necessary. **Any property being used as a short-term rental will be restricted from obtaining a fire-pit permit and any outdoor burning will be prohibited at all times.**

e. Authority for code compliance inspection. By submitting application, the owner authorizes the Ruidoso Fire Department, the village code enforcement officer or other designated village employee or representative to conduct a code compliance inspection of the residence at intervals deemed appropriate by the village, or if deemed necessary when it is alleged or suspected that a violation of this section may exist or have occurred.

f. A NOAA-approved emergency notification device shall be provided in each unit and placed in clear view.

~~(6) Owner/agent authorization.~~

~~(7)~~ **(6)** Business registration ~~and taxes.~~ **is not required if**

~~Business registrations are $35.00 and are required for anyone conducting business within the Village of Ruidoso.~~

~~If~~ an owner rents, lists, or books their property with a managing agency~~, a business registration is not required~~.

If a property owner rents, lists, or books their property without a managing agency, a business registration is required.

~~(8)~~ **(7)** ~~Notification to adjacent property owners shall be required for all short-term rental permits.~~

~~The notification fee is $25.00. The staff of the Village of Ruidoso will notify all property owners within 200 feet of the permitted property notifying the intent to use their home as a short-term rental, and the name and number of the local contact person.~~

~~Managing agent may opt out to perform this task by certifying compliance with the notifications. If the managing agent opts out to perform this task, the $25.00 fee will not be charged~~

The Village shall mail a postcard to all property owners in the Village limits on August 1 and February 1 of each year notifying them of the availability of information regarding the location and contact information for all permitted short-term rental properties in the Village. This information will be maintained on either the Village website or on a third-party website.

~~(9)~~ **(8)** The owner or managing agent/agency shall attest that they have met these requirements in each property registered as part of the initial rental registration and each successive renewal registration. ~~The form utilized to attest to these requirements shall be part of the registration form provided by the village and be authenticated by a notary public.~~ **Managing agents shall be required to supply a copy of the contract showing the address of the dwelling unit and the property owners' signature on an annual basis.**

(f) Application renewal or update. Prior to the expiration of the permit or when there is a change to the information contained in the permit regarding ownership, changes in the structure or parking area, or contact person, a new permit application shall be submitted. A transfer fee ~~of $10.00~~ **as set forth in Appendix A** shall be assessed **for property owners transferring the permit from a Managing agency to themselves a compliance inspection and reinspection fee will be assessed at the time of transfer. If a property is transferred from one Managing Agency to another a new permit and inspection will be required.**

(g) Discontinuation of use as a short-term rental property. Should the dwelling unit owner intend to discontinue short-term residential rental of the property, a statement to that effect shall be filed with the Village and the permit will be closed. Should the property owner decide to resume the use of the property as a short-term rental, a new permit must be obtained from the Village.

~~(g)~~ **(h)** Fees. Fees are set forth in appendix A to this Code. ~~The initial application fee sufficient to cover the cost of processing the application, reviewing the information submitted, and issuing a revised permit.~~

~~(h)~~ **(i)** Review of application and issuance of permit.

(1) The village shall complete the review of the initial permit application within fifteen business days. Renewals notifications of all permits shall occur 60 days prior to renewal. ~~Such permits that are active at the time of this ordinance adoption shall not need to be prorated if extending their expiration to coincide with the new renewal date.~~

(2) Once the application review is complete, the village shall notify the applicant of the decision of whether or not to issue the permit based on compliance with this section. If approval is granted, the village will issue a short-term residential rental permit specifying the maximum number of cars and the maximum number of occupants allowed. Failure to renew the permit within 30 days after the ~~applicable first day of August~~ **permit's expiration date** shall subject the owner to payment of a late permit renewal penalty fee.

(3) An application for permit or renewal application shall be denied if:

a. All applicable fees and taxes have not been paid, including lodgers' taxes as provided under chapter 78, article II of the Village of Ruidoso Code of Ordinances; or

b. Outstanding property nuisance or building code violations exist on the property; or

c. The applicant has not met the fuels management certification requirements of section 42-80, or as amended, of the Village of Ruidoso Code of Ordinances; or

~~d. The owner of the property is not compliant with subsection (h)(6)~~**(5)** ~~herein and has exceeded the number of adjudicated citations afforded under that subsection.~~

d. The property is delinquent in payment of Village utilities.

(4) The Village of Ruidoso recommends all property owners to purchase short-term rental insurance.

(5) Failure to comply with any provision of chapter 78 of the Village of Ruidoso Code of Ordinances may result in a ~~revocation~~ **suspension** of the permit ~~for a 12-month time period~~ at the discretion of the ~~planning director~~ **Community Development Director until the delinquent taxes are paid in full**. **There shall be no short-term rentals allowed during the time of suspension.**

(6) ~~If the dwelling unit owner plans to discontinue short-term residential rental of the property, a statement to that effect shall be filed with the village and the permit will be revoked.~~

~~**(7) Permit Revocation Process:**~~

~~a. In the event that two or more citations for violations of village ordinances at a specific short-term dwelling unit result in convictions in the Village of Ruidoso Municipal Cout within a 12-month time period, or in the event that three or more citations for violations of village ordinances issued at a specific short-term dwelling unit result in convictions in the Village of Ruidoso Municipal Court within a 36-month time period, the planning director shall revoke the permit of a period of 12 months. After that time, the property owner may reapply for a new short- term rental license after paying all applicable fees. A warning letter shall be sent to the property owner after the first conviction. Violations shall also be subject to section 1-6 of the Code for each conviction.~~

~~b. Notwithstanding the provisions of section 541-106(h)(6)a. above, citations issued within a 24-hour period at the same short-term dwelling unit that result in more than one conviction in the Village of Ruidoso Municipal Court shall be counted as only one conviction.~~

~~(i)~~ **(j)** Tenant notification requirements. Each short-term residential rental unit shall have a clearly visible and legible notice posted by the owner or managing agency or agent within the unit on or adjacent to the interior of the front door containing the following information:

(1) A copy of the short-term residential rental permit.

(2) The name of the managing agency, agent, property manager, local contact person or owner of the unit, and a telephone number at which that party can be reached on a 24-hour, seven days a week basis.

(3) The maximum number of occupants three years of age and older permitted to stay in the unit.

(4) The maximum number of vehicles allowed to be parked on the property.

(5) The number of on-site parking spaces and the parking rules for seasonal snow removal (if applicable).

(6) The specific procedures regarding the disposal of trash and refuse.

(7) A notification that an occupant may be cited and fined for creating a disturbance and/or for violating other provisions of the Village of Ruidoso Municipal Code.

(8) Notice that noise provisions contained in the Village of Ruidoso Municipal Code section 38-31 will be enforced.

(9) Notification that the Village of Ruidoso Municipal Code prohibits ground fires, campfires, fire rings and fire pits ~~other than by permit~~. **at any short-term rental property within the Village limits.**

(10) The 911 address for the property.

(11) Notice that animal leash laws contained in section 14-8 (prohibited acts; animal nuisances; vicious or dangerous animals) will be enforced.

(12) Notification that the Village of Ruidoso Municipal Code section 42-40 makes it "unlawful for any person to discard a lit cigarette, cigar, match or other type of incendiary material."

(13) Link to online information regarding short-term rentals and how to make a complaint regarding another property in the vicinity causing a nuisance.

(14) Information on how to register to receive local emergency alerts.

(15) Any additional health and safety information provided by the Village of Ruidoso to protect lives and property.

~~(j)~~ **(k)** Exterior advertising or signage. Exterior signage on short-term rental units which indicate availability, phone numbers or other type of information is prohibited. For the purposes of this section, signage shall only be permitted if it includes the name of the dwelling unit or owner's name and does not include advertisement of the property.

(l) Permit Suspension and Revocation Process

(1) The Community Development Director shall suspend the permit for any property having three (3) unresolved issues within a 12-month period.

(2) Unresolved issues include the following:

(a) Occupancy beyond number allowed by permit reported to the Village or third-party monitoring agency;

(b)Vehicles parked on property beyond number allowed by permit reported to Village or third-party monitoring agency;

(c) Noise violation reported to Village or third-party monitoring agency;

(d) Failure of local contact to respond to an alleged occupancy, parking, noise, or outdoor burning violation within 30 minutes when contacted via telephone, email, or text message by the Village or third-party monitoring agency.

(3) Occupancy, parking, and noise issues shall be considered unresolved if not rectified within 90 minutes from the time the Village has contacted the emergency contact for the property.

(4) The failure of the local contact to respond within 30 minutes is an automatic unresolved issue.

(5) Illegal use of a fire-pit or outdoor burning reported to Village or third-party monitoring agency and confirmed by the Village ~~will~~ shall result in an automatic suspension of the permit and initiation of permit revocation;

(6) A written notice of each unresolved issue and permit suspension shall be provided to the property owner and management company (if applicable) within 3 business days of the determination of an unresolved issue or suspension.

(7) A property may not be rented as a short-term rental during a period of suspension.

(8) The Community Development Director shall place on the next available regular ~~Governing Body~~ meeting of the Planning Commission a request for revocation of the permit upon suspension. The decision of the Planning Commission shall be considered a final decision, with no right of appeal to the Governing Body.

(9) The property owner and any other party may provide written testimony to the ~~Governing Body~~ Planning Commission for consideration no less than 7 days prior to the meeting date when the request for revocation is to be heard. Oral testimony may be provided by the property owner or any other party at the ~~Governing Body~~ Planning Commission meeting.

(10) The ~~Governing Body~~ Planning Commission shall hear and consider all testimony and make a determination by a majority of the membership present on the appeal to:

a) Revoke the permit;

b) Reverse the determination of one or more of the unresolved issues leading to a reinstatement of the permit;

c) Table the appeal request to the next regular meeting.

(11) Any permit that is revoked by the ~~Governing Body~~ Planning Commission shall be prohibited from renting as a short-term rental for 365 days from the date when the permit was suspended by the Community Development Director.

(12) Should the ~~Governing Body~~ Planning Commission not render a decision on the request for revocation within 90 days of the suspension, the permit shall be reinstated by the Community Development Director and the number of unresolved issues be reset to zero.

~~(k)~~ **(13)** Penalties for violation of requirements of this section. In addition to any other penalties or fines authorized by the Village of Ruidoso Municipal Code, the owner of a short-term residential rental unit shall be required to pay a penalty as set forth in appendix A to this Code in order to obtain, retain or renew a short-term residential rental permit.

~~(1)~~ **a)** Each day that an owner rents a unit for a short term without first obtaining a short-term residential rental permit or **rents while permit is suspended** is considered a separate violation of the Village of Ruidoso Municipal Code as provided for in section 1-6.

~~(2)~~ **b)** The village code enforcement officer or other designated village employee or representative shall take action to correct the violation as provided for in this Code or state statute.

~~(3)~~ **c)** The first suspected or observed violation of this section by the village may result in an initial warning notice requesting registration of the unregistered short-term residential rental unit in accordance with the provisions of this code without subject to penalty. Should the property owner fail to comply after receiving such initial notice from the village, penalties may be assessed as provide elsewhere in this Code in section 1-6, including the assessment of a registration fee twice the listed amount.

(Ord. No. 2009-06, 3-10-09; Ord. No. 2017-06, § 1, 5-9-17; Ord. No. 2019-01, 1-8-19; Ord. No. 2019-03, 3-12-19)

APPENDIX A—FEES, FINES, AND PENALTIES

Short-term residential rental permit:			
a. ~~Application~~ **Permit** fee per year		~~$50~~ **$565**	~~For a 1-year permit~~ **Annually**
b. ~~Compliance inspection certification for property owners not doing business with property managers~~		~~$40~~	~~Biennial (every 2 years)~~
b. ~~There shall be a~~ **R**einspection fee for properties that do not pass the compliance if inspector must return		~~$40~~ **$50**	
c. Business Registration Fee		$35	Annually
~~Mailing notification to property owners in 200' Managing agents may opt out paying this fee~~		~~$25~~	~~Annually~~

d. **Late renewal penalty**	**$300**	
e. Fee for registering an unregistered rental after continued noncompliance with warning notification	~~Twice listed amount in addition to fines and penalties~~ **Two times the permit fee**	
f. Transfer Fee: ~~Change in Property Manager or change in Property Owner~~ **i. Change from one Management Company to another Management Company** **ii. Change from a Management Company to Self-Management** **iii. Change from Self-Management to Management Company.**	~~$10~~ **$100**	

This Ordinance shall be recorded upon adoption and become effective five days thereafter. ~~**at which time Ordinance Sec. 54-72 shall be repealed.**~~

PASSED, APPROVED, AND ADOPTED on this 11th day of February 2025.

_____
Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

_____
Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 4.

To:

Presenter(s): Christy Coker, Customer Service Manager

Meeting Date: March 10, 2026

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

Item Summary:

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

Financial Impact:

Monies received from the auction are deposited into the Capital Equipment Replacement Fund, under the respective department accounts.

Item Discussion:

Village Departments have consolidated their item listings and have provided estimated values. Village staff is requesting to dispose these items through a public auction. Upon approval of Council, the Purchasing Department will continue to follow the mandatory process to obtain the Department of Finance and Administration (DFA) Local Government Division approval and then forward to the Office of the State Auditor. Staff has set up an account with Public Surplus, an online auction site.

Recommendations:

To Approve Adoption on Resolution 2026-11 for Disposal of Surplus Property.

ATTACHMENTS:
Resolution_2026-11.pdf
Department Listing Fixed Asset Disposal 5.19.25.pdf

VILLAGE OF RUIDOSO

RESOLUTION 2026-11

A RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS PROPERTY

WHEREAS, Section 13-6-1 NMSA 1978 requires the ratification and approval of the Governing Body in and for the Village of Ruidoso, State of New Mexico of any sale, trade, or lease of real property belonging to the Village of Ruidoso; and

WHEREAS, the Village of Ruidoso desires to recycle certain personal property identified in Exhibit A, attached; and

WHEREAS, Exhibit A details each item of personal property by department or office, year of purchase, description of fixed asset, location of fixed asset, and/or estimated value; and

WHEREAS, the Governing Body of the Village of Ruidoso hereby determines that each item of personal property on Exhibit A is worn-out, unusable, or obsolete to the extent that the item is no longer economically safe for continued use by the Village and each item on Exhibit A has an estimated current resale value of thirty thousand ($30,000) or less.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Village of Ruidoso, State of New Mexico hereby declares surplus of the property listed on Exhibit A to be authorized to dispose of said surplus property by exchange or sale pursuant to section 13-6-1 NMSA 1978.

PASSED, ADOPTED, AND APPROVED on this 10th day of March 2026.

_____
Lynn D. Crawford, Mayor

(SEAL)

ATTEST: _____
Yvonne Vigil, Village Clerk

Asset Disposal Listing

Department	Description	Quantity	Inventory Tag #	Make/Brand	Model	Serial/Vin#	Year	License #	Color	Condition	Original Purchase Price	Current Value	Reason for Disposal	Disposal Method	Item Location	Additional Information	Photos
Airport	School Bus	1		Blue bird	School Bus	1BAADLSA3KF031236	1989		Black & Yellow	Fair			Not in use	Auction	SBRA Airport		5
	Red Fire truck	1		Pierce	Fire Truck V-1324-M	18566	1980		Red/White	Fair			Not in use	Auction	SBRA Airport		5
	Tahoe	1		Chevrolet	Tahoe	1GNFK03018R153694	2007	73346	White	Fair			Not in use	Auction	SBRA Airport		3
	Golf cart	1		Unknown	Unknown	331043			Black & Yellow	Poor			Not in use	Auction	SBRA Airport		3
	Lockers	9		Unknown	Unknown				Tan	Good			Being Replaced	Auction	SBRA Airport		5
	Luggage Tug	1	2097	Victory GSE	Unknown				White	Fair			Unused	Auction	SBRA Airport		3
	Loader Bucket (4-6 Yard)	1	None	Unknown					Tan	Good			Not in use	Auction	SBRA Airport		2
Community Center	Stainless steel table/sink	1											Upgraded with remodel	Auction	Community Center		3
	Two door wooden cabinet	1											Torn out during remodel	Auction	Community Center		1
	One door wooden cabinet												Torn out during remodel	Auction	Community Center		1
	9 shelf bookshelf												Torn out during remodel	Auction	Community Center		1
Convention Center	Tableclothes	50							Assorted	Poor			Stained-can not be rented to clients	Dispose	Convention Center		2
	Table Skirts	30							Black	Good		$15.00	Purchased new ones	Auction	Convention Center		3
	Metal Chair Rack	1							Gray	Fair		$50.00	No longer needed	Auction	Convention Center		1
	2-tier catering table	8								Fair		$75.00	Purchased new ones	Auction	Convention Center		1
	Chair dolly's	2								Fair		$40.00	Not needed	Auction	Convention Center		1
	Dolly	1								Fair		$40.00	Not needed	Auction	Convention Center		1
	JVC TV on Stand	1							Black	Good		$50.00	Not needed	Auction	Convention Center		1
	Assorted paint	13							Assorted	Poor		$0.00	No longer needed	Dispose	Convention Center		1
	Industrial Vacuum	1							Gray	Fair		$50.00	No longer needed	Auction	Convention Center		1
	Large Fan	1							Gray	Poor		$25.00	No longer needed	Auction	Convention Center		1
	Carpet Shampooer	1							Gray	Fair		$1,000.00	No longer needed	Auction	Convention Center		1
	Coat rack w/hangers	1							Gray	Good		$25.00	No longer needed	Auction	Convention Center		1
	Plastic Podiums	3							Black	Fair		$25.00	Purchased new ones	Auction	Convention Center		1
	Wood Podiums	2							Tan	Good	50-100	$25.00	Purchased new ones	Auction	Convention Center		1
	10' Banquet Tables	165							Gray	Good		$50.00	Purchased new ones	Auction	Convention Center		1
	60' Round Tables	90							Gray	Good		$50.00	Purchased new ones	Auction	Convention Center		2
	Banquet Chairs	30							Burgundy	Poor		$10.00	Purchased new ones	Auction	Convention Center		1
	Banquet Chairs	200							Burgundy	Good		$10.00	Purchased new ones	Auction	Convention Center		1
	Banquet Chairs	1300							Burgundy/Black	Good		$15.00	Purchased new ones	Auction	Convention Center		1
	Table Skirts	40							Gray and Black	Good		$10.00	No longer needed	Auction	Convention Center		1
	Snow Blower	1							Red	Poor			Not needed	Dispose	Convention Center		1
	Dance Floor	56 piece							Black and Gray	Good		$500.00	Purchased new ones	Auction	Convention Center		1
Finance	Ford F-450 4x4	1		Ford	F-450	1FDXF47F32EC82053	2002	G54092	White	Poor			Out of Service			Need Transmission	0
Fire	Ladder Truck '75	1		Seagraves		1F9FV28W5CST2099	1985		Red	Poor			Expired		SBRA Airport		10
	Pierce Arrow	1		Pierce	Arrow	18566	1980		Red	Unknown			Expired		SBRA Airport		11
Forestry	Wood Tables 30"Hx36"Dx60"L	3							Wood/Green Top	Fair			Being Replaced	Auction	Library		1
Library	Wood Tables 30"Hx36"Dx60"L	2							Wood	Poor			Being Replaced	Auction	Library		1
	Wood w/Cushion Reception Chairs	2							Wood/Turquoise	Good			Being Replaced	Auction	Library		1
	Office Chair w/Mesh back w/arms	1							Black	Good			Being Replaced	Auction	Library		1
	Conf Rm w/arms	10							Maroon	Fair			Being Replaced	Auction	Library		1
	Reception Chairs	2							Wood/Violet	Poor			Being Replaced	Auction	Library		1
	Office Chair med high back	6							Black	Good			Being Replaced	Auction	Library		1
	Wood high back chairs	25							Wood	Fair			Being Replaced	Auction	Library		1
	High Back wood w/cushion seat	12							Wood/Violet	Good			Being Replaced	Auction	Library		1
	Office Chair med high back w/arms	1							Black	Good			Being Replaced	Auction	Library		1
	High Back office chair w/arms	1							Maroon	Fair			Being Replaced	Auction	Library		1
	High Back office chair w/arms	1							Lavendar Print	Good			Being Replaced	Auction	Library		1
Parks & Rec	Vehicle	1		Chevrolet	Tahoe	1GNSKE08ER242293	2014	G95579	SILVER	Fair		$8,400.00	Vehicle Replaced	Auction	Village Hall	Mileage 101,118	5
Planning & Zoning	Explorer	1		Ford	Explorer	1FM5K8AR9DGA80502	2013	G87430	White	Fair	$33,827.00	$4,000.00	Replaced with new vehicle	Auction	1085 Mechem Dr		1
Police	Dakota	1		Dodge	Dakota	1D7HW48K46S507677	2006	04633G	Silver	Fair	$16,800.00	$2,000.00	Replaced with new vehicle	Auction	1085 Mechem Dr		1
	Explorer	1		Ford	Explorer	1FMEU7DE6AUA30246	2010	G78999	White	Fair	Unknown	$2,000.00	Replaced with new vehicle	Auction	1085 Mechem Dr		1
	Explorer	1		Ford	Explorer	1FM5K8AR8HGA36142	2017	G94074	White	Fair	$43,870.00	$6,500.00	Replaced with new vehicle	Auction	1085 Mechem Dr		1
	Explorer	1		Ford	Explorer	1FM5K8ARGGC72818	2016		white	fair	$42,959.00	$8,000.00	Replaced with new vehicle	Auction	1085 Mechem Dr		1
	Explorer	1		Ford	Explorer	1FM5K8AR2FGB61456	2015	G95316	Black	Fair	$43,447.00	$5,500.00	Replaced with new vehicle	Auction	1085 Mechem Dr		1
	Exploer	1		Ford	Explorer	1FM5K8AR4FGB61457	2015	G95317	Black	Fair	$43,447.00	$6,000.00	Replaced with new vehicle	Auction	1085 Mechem Dr		1
	Humvee	1		Humvee	Humvee				Black	Fair	Unknown	$15,000.00	No longer needed	Auction	1085 Mechem Dr		1
Public Works	Grapple Truck	1		Chevrolet	C-7500	1GBM7H1C6YJ514921	2000	G45694	White	Poor	$95,800.00	$2,500.00	Old -high maintenance costs	Auction	107 Close Rd	3126 CAT Engine	7
RWWTP	Static Pile Composter	1		Brown Bear	300		2002		Yellow	Poor		$20,000.00	Not Operable	Auction	26675 US Hwy 70		6
	Backhoe Loader	1		Caterpillar	416B	8SG06545	1991		Yellow	Fair		$10,000.00	eaded new skid steer & Front End Load	Auction	26675 US Hwy 70		5
Soild Waste	Pickup Truck	1	8142	Chevrolet	LWB	2GCEK14K1178142	1989	G52322	White	Poor	$10,500.00	$800.00	Possible Fuel Problems	Auction	430 Gavilan Rd	350 K Engine / 4 speed	0
	Trash Truck	1	7707	Peterbuilt	320	3BPZL00XX7F717707	2007	G72837	White	Poor	$188,536.00	$5,000.00	Transmission Issue	Auction	107 Close Rd	33 Cubic Yard Body	0
	Grapple Truck	1	1373	Mack	GU812	1M2AX17C2BM001373	2011	G81920	White	Poor	$203,713.00	$5,000.00	Replaced with new vehicle	Auction	107 Close Rd	Numerous Water Leaks	0
	Dump Truck w/Plow	1		Ford	9000	1FDYU90BVVA21946	1997	G23901	White	Poor			Replaced with new vehicle	Auction	200 Close Rd		6
Streets	Pickup Truck w/Plow	1	ST06	Ford	F350	3PEKF38G3VMA21625	1997	G24783	White	Poor			OLD	Auction	200 Close Rd		5
	Wagon	1		Jeep	Cherokee	1J4FJ68S4TL248801	1996	G33349	White	Poor			OLD	Auction	200 Close Rd		5
	Old Striper Truck	1		Ford	F150	1FTHF3616FPB38551	1985	G22074	White	Poor			Replaced with new vehicle	Auction	200 Close Rd		7
	Stake Bed Truck	1		Chevrolet	3500	1GBHC34J4ME170938	1991	G60744	Blue	Poor			Old Truck	Auction	200 Close Rd		4
	Crew Cab Pickup	1		Ford	F250	1FTNW21P34ED47360	2004	G58870	White	Poor			Replaced with new vehicle	Auction	200 Close Rd		5

	Pickup Truck	1		Dodge	Dakota	1D7HG38N14S603619	2004	G57372	Red	Poor			OLD	Auction	200 Close Rd		5
	Pickup Truck	1	ST09	Dodge	Dakota	1D7HG38N14S603618	2004	G57168	Silver	Poor			OLD	Auction	200 Close Rd		5
	Tranport Truck	1		Ford	LT-9000	1FDYU9083VVA21945	1997	G23900	White	Poor			OLD	Auction	200 Close Rd		3
	Snow Blower Truck	1	98	Mercedes					Yellow	Fair			OLD	Auction	200 Close Rd		6
	Ford Tractor	1	5608	Ford	5600				Orange	Poor			OLD	Auction	200 Close Rd		2
	Scrap Metal	20 Yards											Scrap Metal	Auction	200 Close Rd		6
	Message Sign	1		K & K Systems	MB36				Orange/Black	Poor			OLD	Auction	200 Close Rd		1
	Trailer	1							White	Poor			OLD	Auction	200 Close Rd		3
	Conex	1							White	Poor			OLD	Auction	200 Close Rd		3
	Water Tank	1							Green	Poor			OLD	Auction	200 Close Rd		3
	Tamping Plate	1		Northern Industries	TPC - 80WT	E1W14428	2015		Black/Yellow	Fair			OLD	Auction	200 Close Rd		4
	Jumping Jack Frame	1		North Star					Black	Poor			OLD	Auction	200 Close Rd		1
	White Water Tanks	2							White	Fair			OLD	Auction	200 Close Rd		3
	Sweeping Broom	1	3215	Broce	RV - 350	403215	2003		Orange	Poor			OLD	Auction	200 Close Rd		4
	Tamping Plate	1		BY-60 WH		SF0971	2005		MULTI	Poor			OLD	Auction	200 Close Rd		3
	Water Storage Container	1							Black/White	Fair			OLD	Auction	200 Close Rd		1
	Blue Water Container	1							Blue	Good			OLD	Auction	200 Close Rd	3000 Gallon	2
	Orange Hose	1 Spool							Orange	Good			OLD	Auction	200 Close Rd		1
	Power Washer	1	1573101	North Star		21158815			Orange/Yellow	Fair			OLD	Auction	200 Close Rd		1
	Jumping Jack	1							MULTI	Poor			OLD	Auction	200 Close Rd		1
	Jumping Jack	1		RSC	108dB	5720250			Green/Black	Poor			OLD	Auction	200 Close Rd		2
	Jumping Jack	1		Honda					Black	Poor			OLD	Auction	200 Close Rd		1
Utility Billing	Van	1	WD02	Chevorlet	Step Van 30	CPL3593326845	1979	XM15662	Grey	Good	$8,540.00		Replaced with new vehicle	Auction	200 Close Rd	Runs but needs to be started more often, no keys, roll up rear door and sliding front doors.	5
Water Distibution	Blazer	1	WD37	Chevorlet	Blazer	1GNDT13W7T2262659	1996	G33347	White	Fair	$21,399.00		Replaced with new vehicle	Auction	200 Close Rd	Needs front end work and electrical	8
	2007 Ford F-150	1	WD15	Ford	F-150	1FTPW14567KD03131	2007	G75238	Brown	poor	$21,000.00		Replaced with new vehicle	Auction	200 close Rd	Transmission issues	8
	2008 Chevy silverado 1500	1	WD08	Chevorlet	Silverado 1500	1GCEK14048Z122996	2008	G71944	White	Fair	$19,800.00		Replaced with new vehicle	Auction	200 close Rd	Needs electrical wiring on ignition	7
	2008 Ford F150	1	WD07	Ford	F-150	1FTRW14W78KC50832	2008	G71944	White	Good	$21,800.00		Replaced with new vehicle	Auction	200 close Rd	Power loss, burns oil, leaks anifreeze, A/C works but needs to be charged. Good: 4 New tiers, all new spark plugs, coil packs and new belts	9
Water Rights	Dodge Ram Pickup	1	WR 10	Dodge	Ram	1B7HF13Y31J574810	2001	G47221	White	Poor	$20,000.00	$7,500.00	Damaged Undrivable	Auction	501 Resort Dr Plant 4		4
Water Production	Ford F-150 Pickup	1	WR01	Ford	F-150	1FTXP14555NB67101	2005	G62726	White	Poor	$20,000.00	$10,000.00	Upkeep Too Much	Auction	501 Resort Dr Plant 4		4
	Chevy Silverado Pickup	1	WR95	Chevrolet	Silverado	1GCEK14098Z221295	2008	G73143	White	Fair	$20,000.00	$10,000.00	Upkeep Too Much	Auction	501 Resort Dr Plant 4		3
Wingfield House																	

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 5.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: March 10, 2026

Re: 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.

Item Summary:

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.

Financial Impact:

The Village of Ruidoso's proportional matching share shall be 5% or $100,000.00. The funds are currently budgeted in the General Capital Improvement Fund's Capital Outlay - Projects line item (320-302-53006).

Item Discussion:

To submit a grant application with the New Mexico Department of Transportation for the TPF Program for FY 2027 to complete 27 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on roadways listed below, with a 1/4" to 3/8" overlay though the use of a Micro Surfacing process, on roadways.

The project termini on the 38 roads

These roadways are within the control of the Village of Ruidoso, Lincoln County, New Mexico. The roadways intersect with NM Department of Transportation Right-of-Way and a letter of support from District Engineer Francisco Sanchez will be pursed for application completion.

Recommendations:

To Approve 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.

ATTACHMENTS:
TPF_Resolution_2026-12.pdf
VOR TPF-PFF NMDOT PROJECT NO. 1.pdf
Exhibit A 2026-12.pdf
Project List 2026-12.pdf

VILLAGE OF RUIDOSO
RESOLUTION 2026-12

PARTICIPATION IN THE TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Village of Ruidoso and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and

WHEREAS, the total cost of the project will be $2,000,000.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or $1,900,000.

and

b. Village of Ruidoso's proportional matching share shall be 5% or $100,000.

TOTAL PROJECT COST IS $2,000,000.00

Village of Ruidoso shall pay all costs, which exceed the total amount of $2,000,000.00.

NOW THEREFORE, be it resolved in official session that Village of Ruidoso determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

That the Governing Body of the Village of Ruidoso supports the project application and is able to meet the 5% local match if awarded.

NOW THEREFORE, be it resolved by the Governing Body of the Village of Ruidoso that staff is hereby authorized to submit a grant application with the New Mexico Department of Transportation for the TPF Program for FY 2027 to complete 27 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on roadways listed below, with a 1/4" to 3/8" overlay though the use of a Micro Surfacing process, on roadways listed on Exhibit "A".

The project termini on the 38 roads are listed on Exhibit "B"

These roadways are within the control of the Village of Ruidoso, Lincoln County, New Mexico. The roadways intersect with NM Department of Transportation Right-of-Way and a letter of support from District Engineer Francisco Sanchez will be pursed for application completion.

PASSED, ADOPTED, AND APPROVED on this 10th day of March 2026.

By: _____
Lynn D. Crawford, Mayor

(SEAL)

Attest: _____
Yvonne Vigil, Village Clerk

Form No. A-1373
Rev 7/15/2024
Project Oversight Division

TRANSPORTATION PROJECT FUND
PROJECT FEASIBILITY FORM (PFF)
MPO/RTPO: SERTPO

☑ Maintenance

GENERAL INFORMATION

Preparation Date: February 16, 2026

Project Title: Ruidoso Roadway Rehabilitation Project

Local Entity: Village of Ruidoso
(Applicant)

Is there an approved Governing Body resolution for this application
☐ YES ☐ NO ■ PENDING If pending, date expected March 10, 2026

Responsible Charge

Name: Levi Beaty

Phone: (575) 937-0544

Title: Public Works Director

Email: levibeaty@ruidoso-nm.gov

PROJECT DESCRIPTION

Project Type (Check all that apply):

■ ROADWAY ☐ BRIDGE ☐ SAFETY ☐ PLANNING/DESIGN ☐ OTHER

If you chose "OTHER" please clarify here: _____

Project Scope:

To complete 27 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on roadways listed on Exhibit A., with a 1/4" to 3/8" overlay though the use of a Micro Surfacing process.

Project Phases to be included in request (Check all that apply):

☐ *PLANNING*

☐ *PRELIMINARY ENGINEERING/DESIGN*

■ *CONSTRUCTION*

■ *CONSTRUCTION MANAGEMENT & TESTING*

☐ *RIGHT OF WAY ACQUISITION*

Is the request to address a bridge on the NMDOT's Local Bridge Priority List for Replacement/Rehabilitation?
■ NO ☐ YES If yes, please indicate bridge #: _____

Is the request to continue or advance a phase of a previous project?
■ NO ☐ YES If yes, please indicate funding sources and scope of previous phase below.

Funding Source: _____

Previous Phase Project Scope: _____

Completion Date of Previous Phase: _____

Current Phase being requested: _____

Project Location
Route Number and/or Street Name: See attached Exhibit A & Exhibit B

Project Termini:
Beginning Mile point and/or intersection: See attached Exhibit B

Ending Mile point and/or intersection: See attached Exhibit B

Total length of proposed project: See attached Exhibit B

NOTE: A local government project that is located in full or in part within a department right-of-way or NHS route must be administered in accordance with the "Tribal/Local Public Agency Handbook".

A local government project that ties into, connects or crosses a department right-of-way or an NHS route, or when the project may have an effect on existing improvements within department rights-of-way, requires the approval of the department.

Is the project located in full or in part within a department right-of-way or NHS route?
☐ NO ■ YES If yes, the project must be administered in accordance with the Tribal/Local Public Agency Handbook and follow all requirements and procedures.

Does the project tie into, connect or cross a department right-of-way or an NHS route, or will the project have an effect on existing improvements within a NMDOT right-of-way?
☐ NO ■ YES If yes, a "Letter of Approval or Letter of Support" is required from the NMDOT District Engineer.

Will the project impact known environmental and/or cultural resources?
■ NO ☐ YES If yes, please clarify _____

Is this project tied to any past or future federal funding?
■ NO ☐ YES If yes, please identify _____

Does the Local Entity intend to apply for Match Waiver Funding*?
■ NO ☐ YES

**Checking this box does not guarantee Match Waiver funding, approval is based on a financial analysis from the Department of Finance and Administration.*

PROJECT COSTS:

Column A (Not Phased)			Column B (Phased)
If project is **not** phased, complete column A only. If project is phased, list the amount of funding being currently requested in Column A and complete Column B.			Total Phases No. (1, 2, 3, I, II, III, etc.): The amount below represents the cost of the entire project and will be greater than Column A.
Not phased			Total Project Cost: $2,000,000
Percentage Estimates:			Phased projects are usually large and divided into parts or phases. Please clarify how the requested project funding relates to the total overall project. Identify future phases and estimated costs.
Total State Share	95%	$1,900,000	
Total Local Match	5%	$100,000	
Total cost	**100%**	$2,000,000	

LOCAL ENTITY REVIEW:			
By: Lori Beatty Date: 2/20/26 Project is Feasible:		☒ Yes	☐ No
NMDOT DISTRICT REVIEW:			
By: Date: Project is Feasible:		☐ Yes	☐ No

NMDOT District comments.
NMDOT Environmental Bureau comments.

Topics to discuss during all PFF meetings:

- Is this project included in any other planning documents? (Comprehensive Plan, ICIP, etc.)
- Does the Local Entity have the minimum match required for the project? If not, does the Local Entity intend to apply for a match waiver?
- If match waiver is not approved will the Local Entity still be able to complete the project?
- Does the Local Entity have a good track record for responsible use/tracking of state funds? Have they met closeout deadlines? Have they successfully completed other state funded projects in a timely manner?
- Has the Local Entity had any issues with design/construction in the past?
- Does the Local Entity have major audit findings that would prevent them from being a responsible fiscal agent?

Additional topics to discuss during PFF meetings ONLY if project is on or intersects with an NMDOT or NHS route:

- Is the Local Entity familiar with the NMDOT T/LPA Handbook? Has the person in responsible charge attended one of the T/LPA Handbook trainings?
- Is the project within NMDOT ROW? If so, does the district support the project?
    - Are agreements necessary for maintenance and operations? (Lighting agreements, landscaping, etc.)
    - Will the District require the Local Entity to follow specific criteria/specifications if project is awarded?
- The Local Entity must follow the NMDOT specifications as outlined in the "Specs for Highway and Bridge Construction" unless the appropriate NMDOT Design Center grants permission prior to design for the Local Entity to use other specs.

Exhibit A – Project 1 Maintenance

Village of Ruidoso 2026 TPF (PFF)

To complete 27 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on roadways listed below, with a 1/4" to 3/8" overlay though the use of a Micro Surfacing process.

Project Location- Total 27 Miles

Street Names:

1.Hansen Dr

2.Morgan Dr

3.Willie Horton Dr

5.Meadows Dr

5.Top Side Dr

6.Pat Thompson Ct

7.Charles McClellan Dr

8.Walkabout Loop

9.E. Miller Ct

10.Pat Willingham Ct

11.Coker Ln

12.Mescalero Tr

13.Junction Rd

14.Carrizo Canyon Rd

15.Grindstone Canyon Rd

16.Resort Dr

17.Hull Rd

18.La Luz Ln

19.Nogal Pl

20.Torreon Loop

21.Heath Dr

22.Kirkman Dr

23.Snowcrest Dr

24.Snowcap Dr

25.Crown Dr

26.Excalibur Rd

27.Guenevere Ave

28.Warwick Dr

29.Camelot Dr

30.Chaves Rd

31.Coconino Ln

32.Chiracahua Ln

33.Alamo Dr

34.Skylane Rd

35.Keyes Dr

36.University Dr

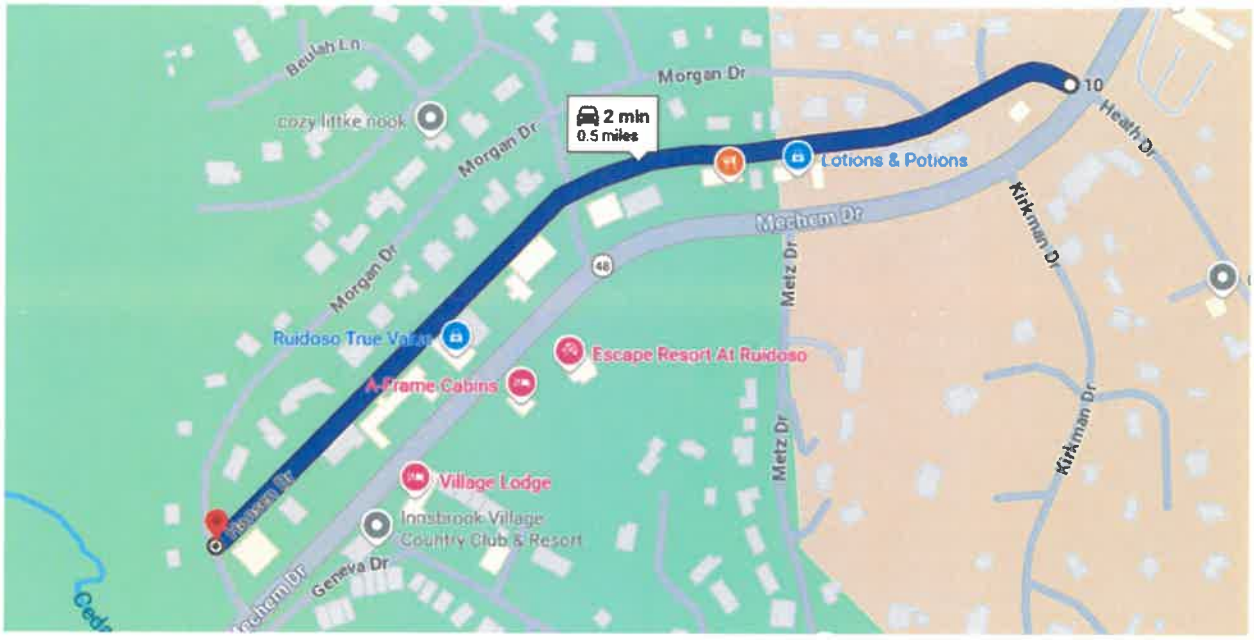
37.College Dr

38. Scenic Drive

Exhibit B

Project Location	Project Termini: Beginning Intersection	Project Termini: Ending Intersection	Length in Miles	Width in Feet
Hansen Dr	Intersection of Hansen Dr and Mechem/Highway 48	Intersection of Hansen Dr and Morgan Dr	0.5	21
Morgan Dr	Intersection of Morgan Dr and Mechem/Highway 48	Intersection of Morgan Dr and Hansen Dr	0.5	21
Willie Horton Dr	Intersection of Willie Horton Dr and Gavilan Canyon Rd	Intersection of Willie Horton Dr and Jack Little Dr	1	22
Meadows Dr	Intersection of Meadows Dr and 603 White Mountain Meadows Dr	Intersection of Meadows Dr and 401 White Mountain Meadows Dr	0.45	22
Top Side Dr	Intersection of Top Side Dr and White Mountain Meadows Dr	Dead End of Top Side Dr	0.65	22
Pat Thompson Ct	Intersecton of Pat Thompson Ct and Meadows Dr	Both Dead Ends of T of Pat Thompson Ct	0.28	20
Charles McClellan Dr	Intersection of Charles McClellan Dr and White Mountain Meadows Dr	Dead End of Charles McClellan Dr	0.45	22
Walkabout Loop	Intersection of Walkabout Loop and White Mountain Meadows Dr	Intersection of Walkabout Loop and Meadows Dr	0.13	20
E. Miller Ct	Intersection of E. Miller Ct and White Mountain Meadows Dr	Dead End of E. Miller Ct	0.075	22
Pat Willingham Ct	Intersection of Pat Whillingham Ct and White Mountain Meadows Dr	Both Dead Ends of T of Pat Willingham Ct	0.37	22
Coker Ln	Intersection of Coker Ln and White Mountain Meadows Dr	Intersection of Coker Ln and Top Side Dr	0.25	20
Mescalero Tr	Intersection of Mescalero Tr and Sudderth Dr/HWY 48	Intersection of Mescalero Tr and Highway 70	0.4	38
Junction Rd	Intersecton of Junction Rd and Mescalero Trail	Intersection of Junction Rd and Sudderth Dr/HWY 48	0.55	25
Carrizo Canyon Rd	Intersection of Carrizo Canyon Rd and Sudderth Dr/HWY 48	Intersection of Carrizo Canyon Rd and Reservation Line	2	25
Grindstone Canyon Rd	Intersection of Grindstone Canyon Rd to Carrizo Canyon Rd	Intersection of Grindstone Canyon Rd and Wingfield St	0.95	26
Resort Dr	Intersection of Resort Dr and Grindstone Canyon Dr	Intersection of Resort Dr and 5th St	1.02	25
Hull Rd	Intersection of Hull Rd and Paradise Canyon	Intersection of Hull Rd and Gavilan Canyon Rd	2.6	29
La Luz Ln	Intersection of La Luz Ln and Torreon Loop	Intersection of La Luz Ln and Hull Rd	0.54	22
Nogal Pl	Intersecton of Nogal Pl and High Loop Dr	Intersection of Nogal Pl and La Luz Ln	0.45	22
Torreon Loop	Intersection of Torreon Loop and Nogal Pl	Intersection of Torreon Loop and La Luz Ln	0.45	21
Heath Dr	Intersection of Heath Dr and Cree Meadows Dr	Intersection of Heath Dr and Mechem Dr/HWY 48	0.65	23
Kirkman Dr	Intersection of Kirkman Dr and Mechem Dr/HWY 48	Intersection of Kirkman Dr and Cree Meadows Dr	0.52	23
Snowcrest Dr	Intersection of Snowcrest Dr and Hull Rd	Intersection of Snowcrest Dr and Snowcap Dr	0.08	28
Snowcap Dr	Intersection of Snowcap Dr and Snowcrest Dr	Intersection of Snowcap Dr and Hull Rd	0.75	22.5
Crown Dr	Intersection of Crown Dr and Camelot Dr	327 Crown Dr	2.15	24
Excalibur Rd	Intersection of Excalibur Rd and Crown Dr	611 Excalibur Rd	1.3	23
Guenevere Ave	Intersection of Genevere Ave and Excalibur Rd	239 Guenevere Ave	1	22
Warwick Dr	Intersection of Warwick Dr and Guenevere Ave	Intersection of Warwick Dr and Camelot Dr	1.29	20
Camelot Dr	Intersection of Camelot Dr and US Highway 70	Intersection of Camelot Dr and Cambridge Way	0.4	23
Chaves Rd	Intersection of Chaves Rd and Mary Dr	Intersection of Chaves Rd and Coconino Ln	0.4	22
Coconino Ln	Intersection of Coconino Ln and Chaves Rd	Intersection of Coconino Ln and Chiracahua Ln	0.8	21
Chiracahua Ln	Dead End of Chiracahua Ln	Intersection of Chiracahua Ln and Alamo Dr	0.24	22
Alamo Dr	Intersection of Alamo Dr and Chiracahua Ln	Intersection of Alamo Dr and Angeles Dr	0.21	22
Skylane Rd	Intersection of Skylane Rd and Coconino Ln	Intersection of Skylane Rd and W. White Mountain Dr	0.32	20
Keyes Dr	Intersection of Keyes Dr and 5th St	Intersection of Keyes Dr and W. Santa Rosa Dr	0.5	23
University Dr	Intersection of University Dr and Mechem/Hwy 48	Intersection of University Dr and Scenic Dr	0.4	25
Scenic Dr	Intersection of Scenic Dr and University Dr	601 Scenic Dr	1	25
College Dr	Intersection of College Dr and Scenic Dr	Dead End of College Dr	0.94	30
		Total Miles	26.565	

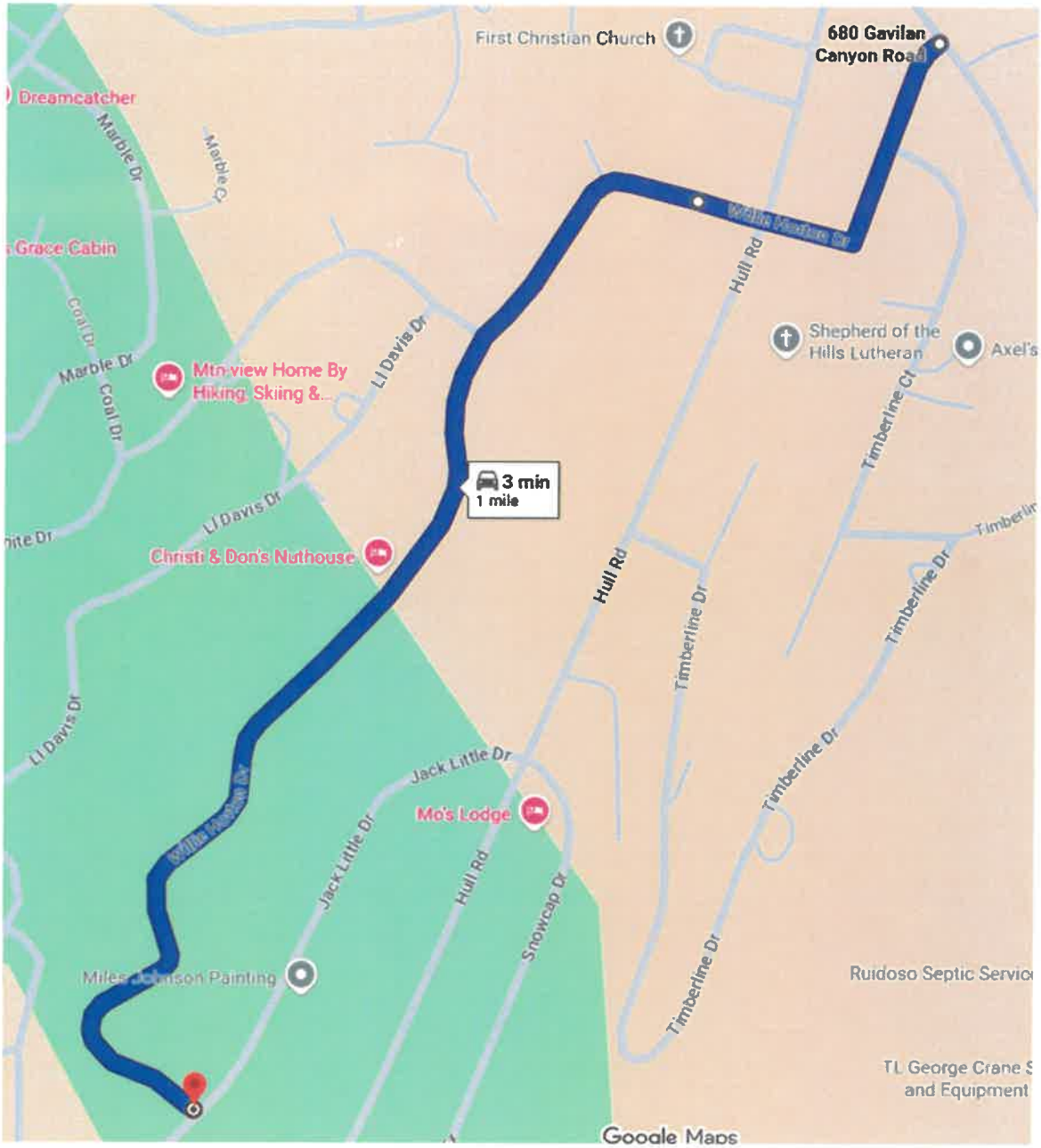
Hansen Dr



Morgan Dr



Willie Horton Dr



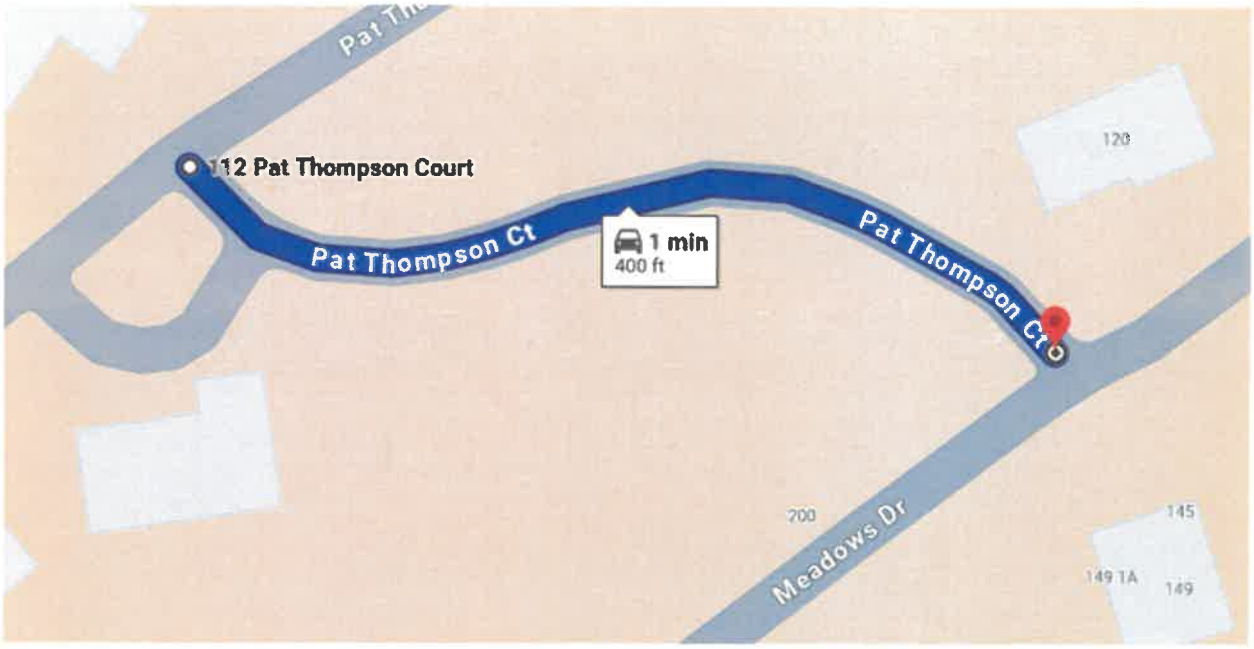
Meadows Dr


Walkabout Loop
Journeys End
Meadows Dr
1 min
0.4 miles
Pat Thompson Ct
White Mountain Meadows Dr
603 White Mountain
Meadows Drive

Top Side Dr


Top Side Dr
Top Side Dr
Top Side Dr
2 min
0.6 miles
Top Side Dr
Gavilan Canyon Rd
Top Side Dr
Top Side Dr
Top Side Dr
Coker Ln
Coker Ln
413 White Mountain
Meadows Drive

Pat Thompson Ct





Charles McClellan Dr



Walkabout Loop



E. Miller Ct



Pat Willingham Ct




Pat Willingham Ct
Pat Willingham Ct
1 min
300 ft
Pat Willingham Ct
115 Pat
Willingham Court

Coker Ln


1 min
0.2 miles
Coker Ln
Coker Ln
Coker Ln
Coker Ln
Top Side Dr
White Mountain Meadows Dr
White Mountain Meadows Dr
White Mountain Meadows Dr
Meadow Dr
336 White Mountain
Meadows Drive

Mescalero Tr



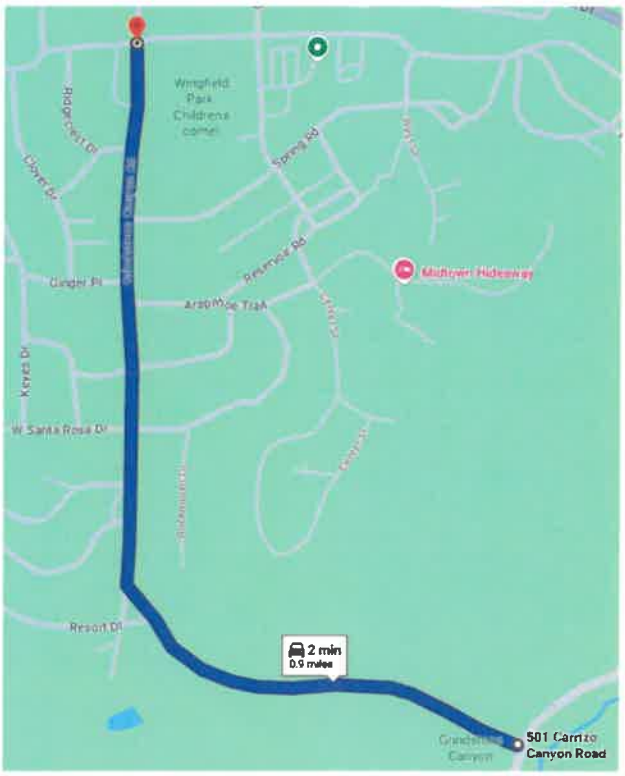
Junction Rd



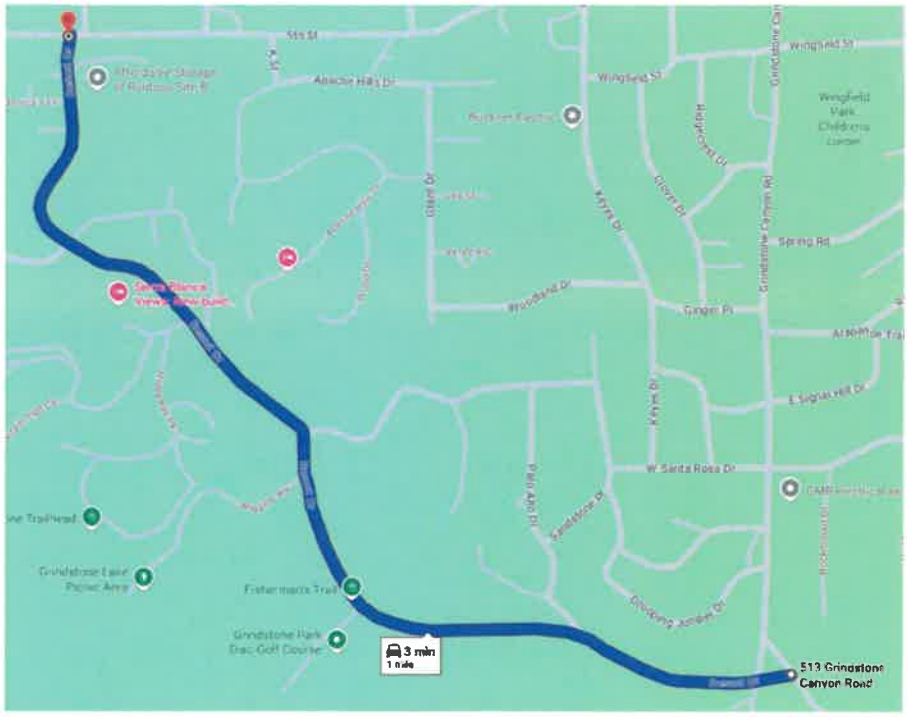
Carrizo Canyon Rd



Grindstone Canyon Rd



Resort Dr



Hull Rd



La Luz Ln


Hoff Rd
ountain Shadows Rd
Nogal Pl
Nogal Pl
Nogal Pl
La Luz Ln
Old Lincoln R
Torreon Loop
2 min
0.5 miles
C R's Plumbing
Blazers Mill Rd
Timberon Trl
La Luz Ln
Luz Lane

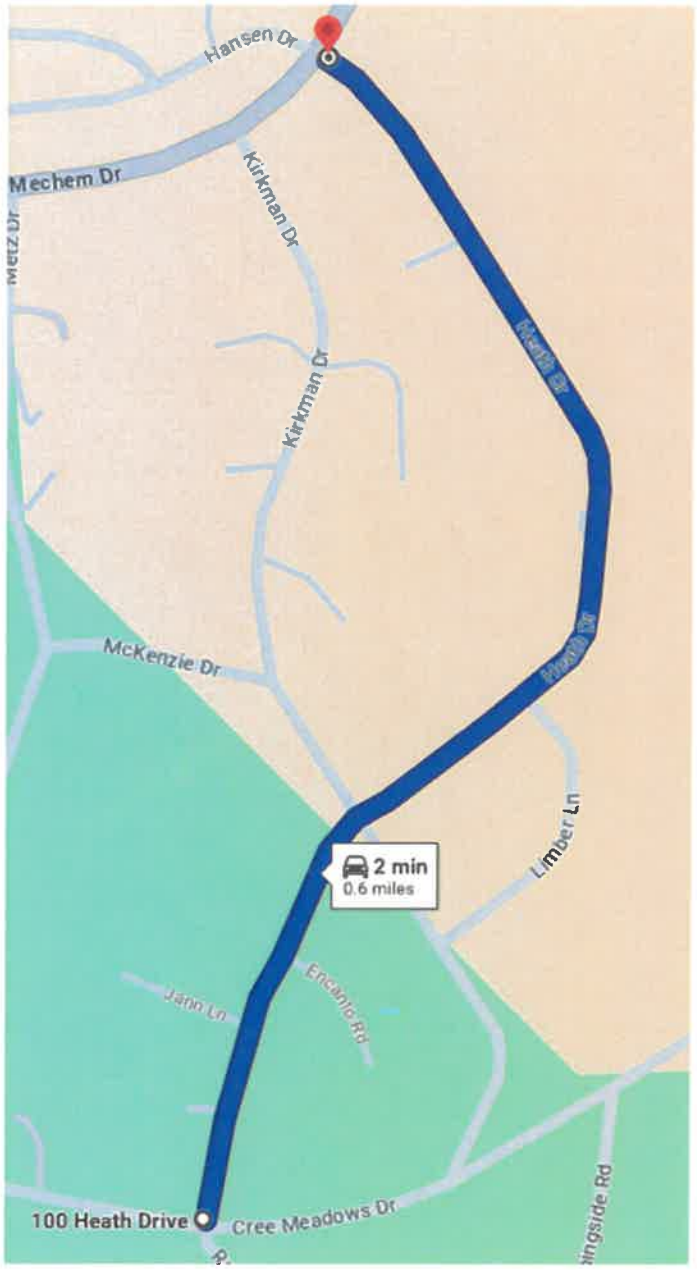
Nogal Pl


Hull Rd
Mountain Shadows Rd
Nogal Pl
La Luz Ln
2 min
0.4 miles
Hull Rd
Nogal Pl
La Luz Ln
Old Linco
Torreon Loop
Blazers Mill Rd
Timberon Trl
Plumbing
Nogal Place
Torreon Loop
La Luz Ln

Torreon Loop



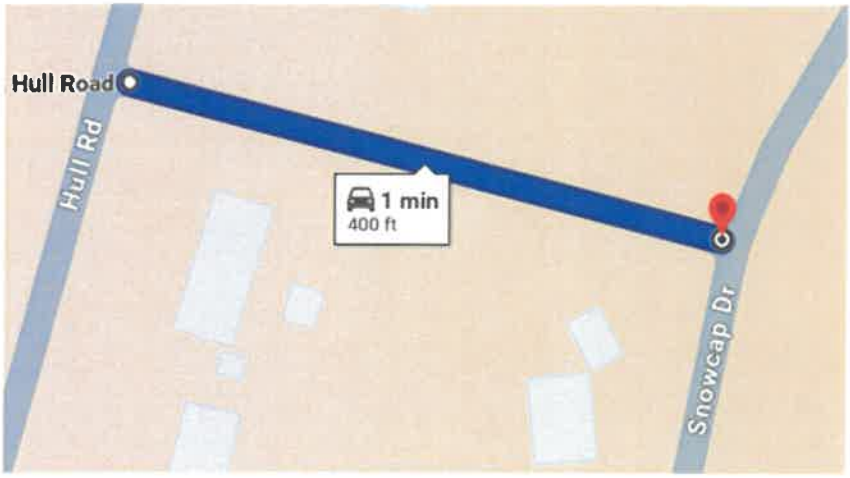
Heath Dr


Hansen Dr
Mechem Dr
Kirkman Dr
Kirkman Dr
McKenzie Dr
Limber Ln
2 min
0.6 miles
Encanto Rd
100 Heath Drive
Cree Meadows Dr

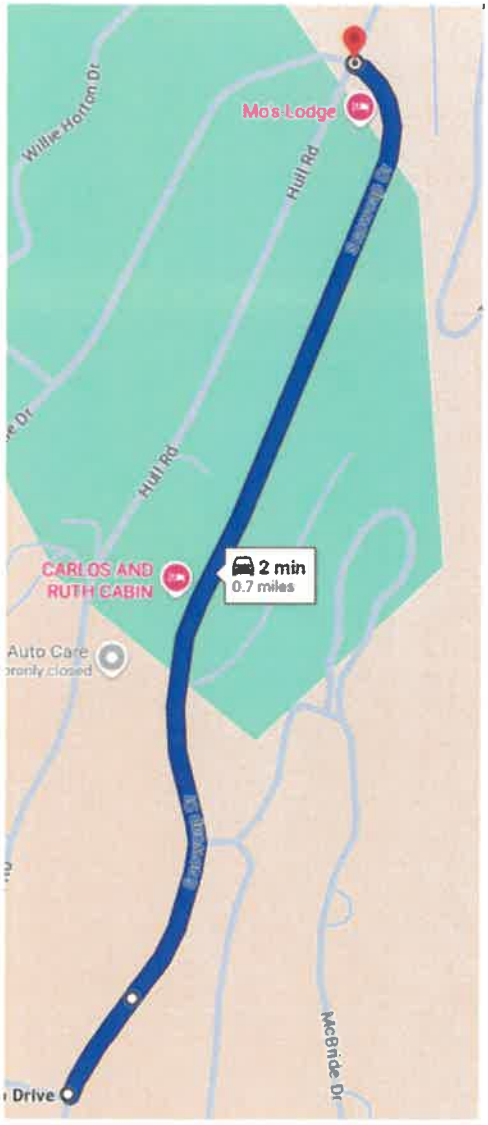
Kirkman Dr



Snowcrest Dr



Snowcap Dr



Crown Dr



Excalibur Rd



Guenevere Ave



Warwick Dr



Camelot Dr



Chaves Rd


Coconino Ln
Travel Aire
Hidalgo St
Chaves Rd
Socorro Cir
Otero Dr
1 min
0.4 miles
ar Cabin
Valencia Rd
El Tigre
303 Mary Drive

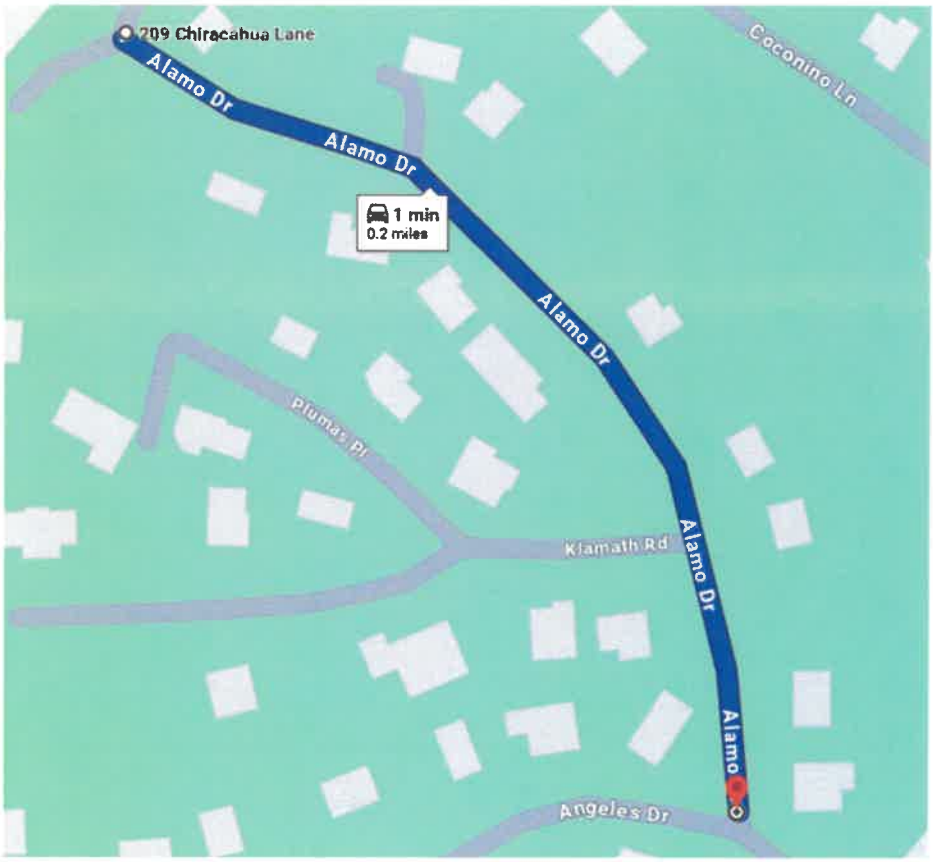
Coconino Ln



Chiracahua Ln



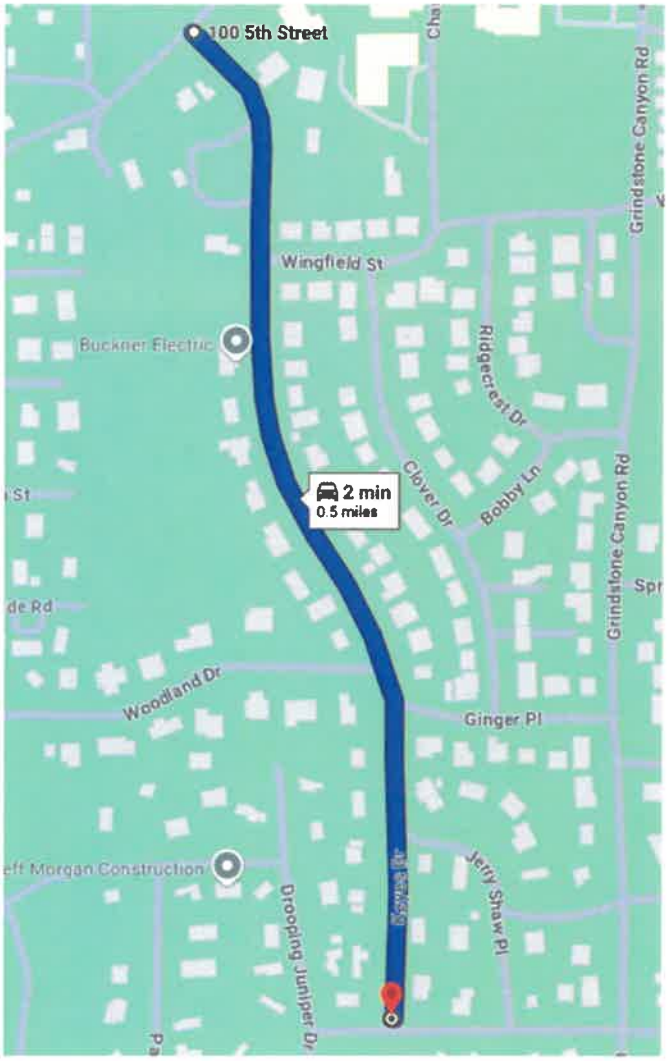
Alamo Dr



Skylane Rd



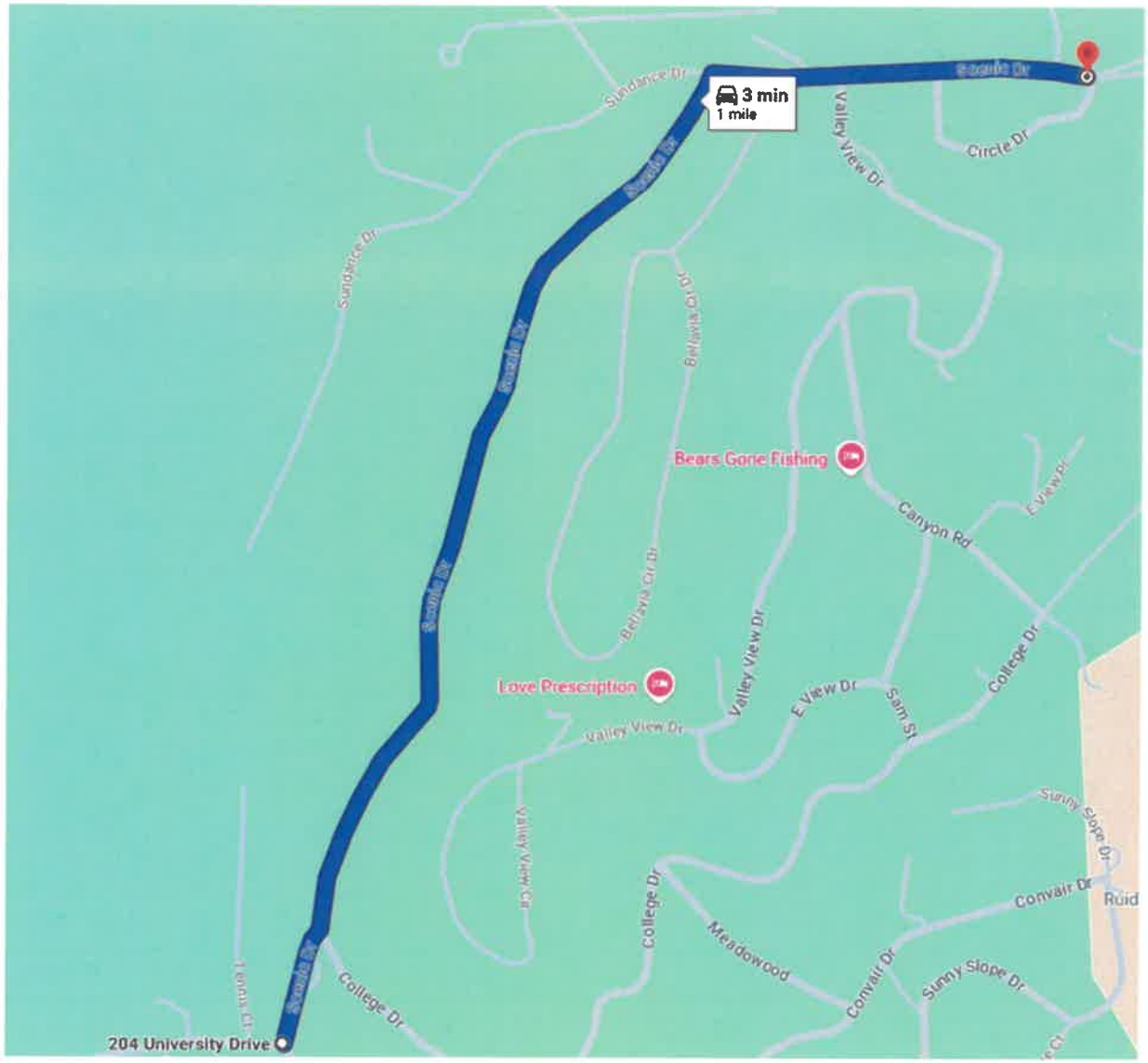
Keyes Dr



University Dr



Scenic Dr


3 min
1 mile
Scenic Dr
Sundance Dr
Valley View Dr
Circle Dr
Bellavia Ct Dr
Bears Gone Fishing
Canyon Rd
E View Dr
Love Prescription
Valley View Dr
Sam St
College Dr
Sunny Slope Dr
Convair Dr
Ruid
Meadowood
Tennis Ct
204 University Drive

College Dr

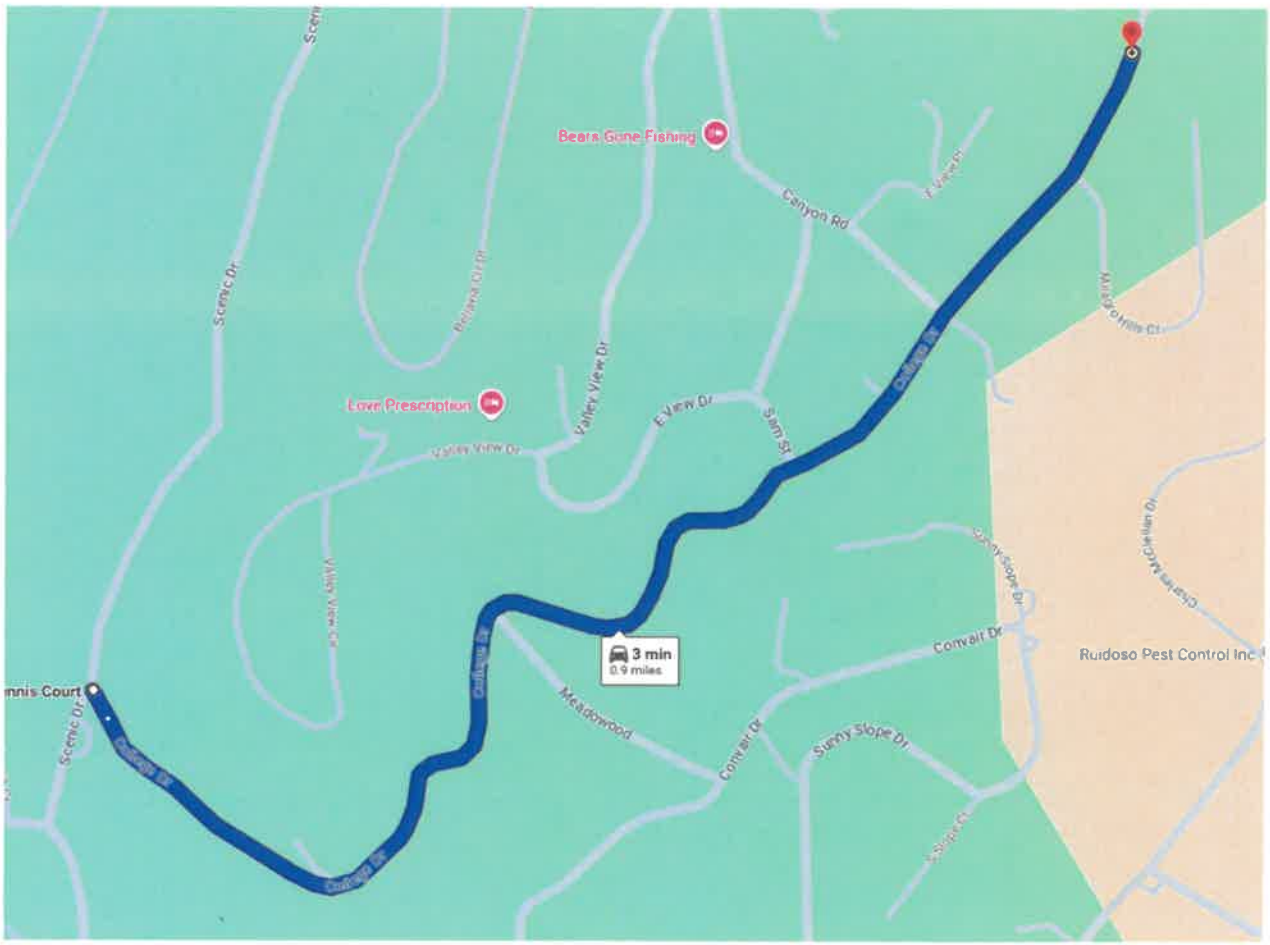

Bears Gone Fishing
Canyon Rd
Scenic Dr
Valley View Dr
E View Dr
Eden Prescription
College Ln
3 min
0.9 miles
Meadowood
Convair Dr
Sunny Slope Dr
Ruidoso Pest Control Inc

Exhibit A – Project 1 Maintenance

Village of Ruidoso 2026 TPF (PFF)

To complete 27 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on roadways listed below, with a 1/4" to 3/8'' overlay though the use of a Micro Surfacing process.

Project Location- Total 27 Miles

Street Names:

1.Hansen Dr
2.Morgan Dr
3.Willie Horton Dr
5.Meadows Dr
5.Top Side Dr
6.Pat Thompson Ct
7.Charles McClellan Dr
8.Walkabout Loop
9.E. Miller Ct
10.Pat Willingham Ct
11.Coker Ln
12.Mescalero Tr
13.Junction Rd
14.Carrizo Canyon Rd
15.Grindstone Canyon Rd
16.Resort Dr
17.Hull Rd
18.La Luz Ln
19.Nogal Pl
20.Torreon Loop
21.Heath Dr
22.Kirkman Dr
23.Snowcrest Dr
24.Snowcap Dr
25.Crown Dr
26.Excalibur Rd
27.Guenevere Ave
28.Warwick Dr
29.Camelot Dr
30.Chaves Rd
31.Coconino Ln
32.Chiracahua Ln
33.Alamo Dr
34.Skylane Rd
35.Keyes Dr
36.University Dr
37.College Dr
38. Scenic Drive

Project Location	Project Termini: Beginning Intersection	Project Termini: Ending Intersection	Length in Miles	Width in Feet
Hansen Dr	Intersection of Hansen Dr and Mechem/Highway 48	Intersection of Hansen Dr and Morgan Dr	0.5	21
Morgan Dr	Intersection of Morgan Dr and Mechem/Highway 48	Intersection of Morgan Dr and Hansen Dr	0.5	21
Willie Horton Dr	Intersection of Willie Horton Dr and Gavilan Canyon Rd	Intersection of Willie Horton Dr and Jack Little Dr	1	22
Meadows Dr	Intersection of Meadows Dr and 603 White Mountain Meadows Dr	Intersection of Meadows Dr and 401 White Mountain Meadows Dr	0.45	22
Top Side Dr	Intersection of Top Side Dr and White Mountain Meadows Dr	Dead End of Top Side Dr	0.65	22
Pat Thompson Ct	Intersecton of Pat Thompson Ct and Meadows Dr	Both Dead Ends of T of Pat Thompson Ct	0.28	20
Charles McClellan Dr	Intersection of Charles McClellan Dr and White Mountain Meadows Dr	Dead End of Charles McClellan Dr	0.45	22
Walkabout Loop	Intersection of Walkabout Loop and White Mountain Meadows Dr	Intersection of Walkabout Loop and Meadows Dr	0.13	20
E. Miller Ct	Intersection of E. Miller Ct and White Mountain Meadows Dr	Dead End of E. Miller Ct	0.075	22
Pat Willingham Ct	Intersection of Pat Whillingham Ct and White Mountain Meadows Dr	Both Dead Ends of T of Pat Willingham Ct	0.37	22
Coker Ln	Intersection of Coker Ln and White Mountain Meadows Dr	Intersection of Coker Ln and Top Side Dr	0.25	20
Mescalero Tr	Intersection of Mescalero Tr and Sudderth Dr/HWY 48	Intersection of Mescalero Tr and Highway 70	0.4	38
Junction Rd	Intersecton of Junction Rd and Mescalero Trail	Intersection of Junction Rd and Sudderth Dr/HWY 48	0.55	25
Carrizo Canyon Rd	Intersection of Carrizo Canyon Rd and Sudderth Dr/HWY 48	Intersection of Carrizo Canyon Rd and Reservation Line	2	25
Grindstone Canyon Rd	Intersection of Grindstone Canyon Rd to Carrizo Canyon Rd	Intersection of Grindstone Canyon Rd and Wingfield St	0.95	26
Resort Dr	Intersection of Resort Dr and Grindstone Canyon Dr	Intersection of Resort Dr and 5th St	1.02	25
Hull Rd	Intersection of Hull Rd and Paradise Canyon	Intersection of Hull Rd and Gavilan Canyon Rd	2.6	29
La Luz Ln	Intersection of La Luz Ln and Torreon Loop	Intersection of La Luz Ln and Hull Rd	0.54	22
Nogal Pl	Intersecton of Nogal Pl and High Loop Dr	Intersection of Nogal Pl and La Luz Ln	0.45	22
Torreon Loop	Intersection of Torreon Loop and Nogal Pl	Intersection of Torreon Loop and La Luz Ln	0.45	21
Heath Dr	Intersection of Heath Dr and Cree Meadows Dr	Intersection of Heath Dr and Mechem Dr/HWY 48	0.65	23
Kirkman Dr	Intersection of Kirkman Dr and Mechem Dr/HWY 48	Intersection of Kirkman Dr and Cree Meadows Dr	0.52	23
Snowcrest Dr	Intersection of Snowcrest Dr and Hull Rd	Intersection of Snowcrest Dr and Snowcap Dr	0.08	28
Snowcap Dr	Intersection of Snowcap Dr and Snowcrest Dr	Intersection of Snowcap Dr and Hull Rd	0.75	22.5
Crown Dr	Intersection of Crown Dr and Camelot Dr	327 Crown Dr	2.15	24
Excalibur Rd	Intersection of Excalibur Rd and Crown Dr	611 Excalibur Rd	1.3	23
Guenevere Ave	Intersection of Genevere Ave and Excalibur Rd	239 Guenevere Ave	1	22
Warwick Dr	Intersection of Warwick Dr and Guenevere Ave	Intersection of Warwick Dr and Camelot Dr	1.29	20
Camelot Dr	Intersection of Camelot Dr and US Highway 70	Intersection of Camelot Dr and Cambridge Way	0.4	23
Chaves Rd	Intersection of Chaves Rd and Mary Dr	Intersection of Chaves Rd and Coconino Ln	0.4	22
Coconino Ln	Intersection of Coconino Ln and Chaves Rd	Intersection of Coconino Ln and Chiracahua Ln	0.8	21
Chiracahua Ln	Dead End of Chiracahua Ln	Intersection of Chiracahua Ln and Alamo Dr	0.24	22
Alamo Dr	Intersection of Alamo Dr and Chiracahua Ln	Intersection of Alamo Dr and Angeles Dr	0.21	22
Skylane Rd	Intersection of Skylane Rd and Coconino Ln	Intersection of Skylane Rd and W. White Mountain Dr	0.32	20
Keyes Dr	Intersection of Keyes Dr and 5th St	Intersection of Keyes Dr and W. Santa Rosa Dr	0.5	23
University Dr	Intersection of University Dr and Mechem/Hwy 48	Intersection of University Dr and Scenic Dr	0.4	25
Scenic Dr	Intersection of Scenic Dr and University Dr	601 Scenic Dr	1	25
College Dr	Intersection of College Dr and Scenic Dr	Dead End of College Dr	0.94	30
		Total Miles	26.565	

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 6.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: March 10, 2026

Re: 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.

Item Summary:

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.

Financial Impact:

The Village of Ruidoso's proportional matching share shall be 5% or $25,000.00. The funds are currently budgeted in the General Fund's Special Activities Department's Contractual Services line item (101-791-52000), but will be transferred to the General Capital Project Fund's Capital Outlay - Projects line item (320-302-53006) upon approval.

Item Discussion:

To submit a grant application with the New Mexico Department of Transportation for the TPF Program for FY 2027 to design approximately 4 miles of roadway and drainage improvements in the Upper Canyon area of Ruidoso, including improvements along Main Road and North Loop Road. The 2024 South Fork and Salt Fires destroyed a large portion of the groundcover from the watershed above Upper Canyon resulting in floods and landslides that severely damaged the roadways and utilities during heavy monsoon rainstorms in 2024 and 2025. This project aims to improve roads and drainage improvements in the Upper Canyon to accommodate increased tourism-related traffic, strengthen flood resilience, boost transportation safety.

The project termini for the seven (7) roads are as follows:

1. Main Road (2.5 miles) is from Intersection of Main Road/Upper Sudderth Dr Circle to Intersection of Main Road/Reservation Line
2. Ebarb (0.5 miles) is from the intersection of Ebarb Dr./ Main Rd. to intersection of Ebarb Dr./ West Redwood.

3. North Loop Road (0.5 miles) is from the intersection of North Loop Road/ Main Road/at Chestnut Lane to the intersection of North Loop Road / 947 Main Road.
4. McDaniel Drive (0.03 miles) is from the intersection of McDaniel Drive/ Main Road to the intersection of McDaniel Drive/Riverside Drive.
5. Riverside Drive (0.06 miles) is from intersection of dead end / E. Riverside Drive to the intersection of dead end/North Mountain View Drive.
6. South Mountain View Drive (0.3 miles) is from intersection of South Mountain View Drive/ North Mountain View Drive to the intersection of dead end /South Mountain View Drive.
7. North Mountain View Drive (0.2 miles) is from intersection of North Mountain View Drive/ South Mountain View Drive to the intersection of dead end / North Mountain View Drive.

These roadways are within the control of the Village of Ruidoso, Lincoln County, New Mexico. The roadways intersect with NM Department of Transportation Right-of-Way and a letter of support from District Engineer Francisco Sanchez will be pursed for application completion.

Recommendations:

To Approve 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.

ATTACHMENTS:
Resolution 2026-13 Project 2 TPF.pdf
VOR TPF PFF NMDOT PROJECT NO. 2.pdf
Exhibit A 2026-13.pdf
Project List 2026-13.pdf

VILLAGE OF RUIDOSO
RESOLUTION 2026-13

PARTICIPATION IN THE TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Village of Ruidoso and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and

WHEREAS, the total cost of the project will be $500,000.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or $475,000.

and

b. Village of Ruidoso's proportional matching share shall be 5% or $25,000.

TOTAL PROJECT COST IS $500,000.00

Village of Ruidoso shall pay all costs, which exceed the total amount of $500,000.00.

NOW THEREFORE, be it resolved in official session that Village of Ruidoso determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

That the Governing Body of the Village of Ruidoso supports the project application and is able to meet the 5% local match if awarded.

NOW THEREFORE, be it resolved by the Governing Body of the Village of Ruidoso that staff is hereby authorized to submit a grant application with the New Mexico Department of Transportation for the TPF Program for FY 2027 to design approximately 4 miles of roadway and drainage improvements in the Upper Canyon area of Ruidoso, including improvements along Main Road and North Loop Road. The 2024 South Fork and Salt Fires destroyed a large portion of the groundcover from the watershed above Upper Canyon resulting in floods and landslides that severely damaged the roadways and utilities during heavy monsoon rainstorms in 2024 and 2025. This project aims to improve roads and drainage improvements in the Upper Canyon to accommodate increased tourism-related traffic, strengthen flood resilience, boost transportation safety.
The project termini for the seven (7) roads are as follows:

1. Main Road (2.5 miles) is from Intersection of Main Road/Upper Sudderth Dr Circle to Intersection of Main Road/Reservation Line
2. Ebarb Dr. (0.5 miles) is from the intersection of Ebarb Dr./ Main Rd. to intersection of Ebarb Dr./ West Redwood.
3. North Loop Road (0.5 miles) is from the intersection of North Loop Road/ Main Road/at Chestnut Lane to the intersection of North Loop Road / 947 Main Road.
4. McDaniel Drive (0.03 miles) is from the intersection of McDaniel Drive/ Main Road to the intersection of McDaniel Drive/Riverside Drive.
5. Riverside Drive (0.06 miles) is from intersection of dead end / E. Riverside Drive to the intersection of dead end/North Mountain View Drive.
6. South Mountain View Drive (0.3 miles) is from intersection of South Mountain View Drive/ North Mountain View Drive to the intersection of dead end /South Mountain View Drive.
7. North Mountain View Drive (0.2 miles) is from intersection of North Mountain View Drive/ South Mountain View Drive to the intersection of dead end / North Mountain View Drive.

These roadways are within the control of the Village of Ruidoso, Lincoln County, New Mexico. The roadways

intersect with NM Department of Transportation Right-of-Way and a letter of support from District Engineer Francisco Sanchez will be pursed for application completion.

PASSED, ADOPTED, AND APPROVED on this 10th day of March 2026.

By: _____
Lynn D. Crawford, Mayor

(SEAL)

Attest: _____
Yvonne Vigil, Village Clerk

TRANSPORTATION PROJECT FUND
PROJECT FEASIBILITY FORM (PFF)
MPO/RTPO: SERTPO

☑ Design

GENERAL INFORMATION

Preparation Date: February 16, 2026

Project Title: Upper Canyon Roadway Design Project

Local Entity: Village of Ruidoso
(Applicant)

Is there an approved Governing Body resolution for this application
☐ YES ☐ NO ■ PENDING If pending, date expected March 10, 2026

Responsible Charge

Name: Levi Beaty

Phone: (575) 937-0544

Title: Public Works Director

Email: levibeaty@ruidoso-nm.gov

PROJECT DESCRIPTION

Project Type (Check all that apply):

☐ ROADWAY ☐ BRIDGE ☐ SAFETY ■ PLANNING/DESIGN ☐ OTHER

If you chose "OTHER" please clarify here: _____

Project Scope:

The scope of the proposed project entails the design of approximately 4 miles of roadway and drainage improvements in the Upper Canyon area of Ruidoso, including improvements along Main Road and North Loop Road. The 2024 South Fork and Salt Fires destroyed a large portion of the groundcover from the watershed above Upper Canyon resulting in floods and landslides that severely damaged the roadways and utilities during heavy monsoon rainstorms in 2024 and 2025. This project aims to improve roads and drainage improvements in the Upper Canyon to accommodate increased tourism-related traffic, strengthen flood resilience, boost transportation safety.

Project Phases to be included in request (Check all that apply):

■ *PLANNING*

■ *PRELIMINARY ENGINEERING/DESIGN*

☐ *CONSTRUCTION*

☐ *CONSTRUCTION MANAGEMENT & TESTING*

☐ *RIGHT OF WAY ACQUISITION*

Is the request to address a bridge on the NMDOT's Local Bridge Priority List for Replacement/Rehabilitation?
■ NO ☐ YES If yes, please indicate bridge #: _____

Is the request to continue or advance a phase of a previous project?
■ NO ☐ YES If yes, please indicate funding sources and scope of previous phase below.

Funding Source: _____

Previous Phase Project Scope: _____

Completion Date of Previous Phase: _____

Current Phase being requested: _____

Project Location
Route Number and/or Street Name: _____

Project Termini:
Beginning Mile point and/or intersection: See attached Exhibit A & Exhibit B

Ending Mile point and/or intersection: See attached Exhibit B

Total length of proposed project: See attached Exhibit B

NOTE: A local government project that is located in full or in part within a department right-of-way or NHS route must be administered in accordance with the "Tribal/Local Public Agency Handbook".

A local government project that ties into, connects or crosses a department right-of-way or an NHS route, or when the project may have an effect on existing improvements within department rights-of-way, requires the approval of the department.

Is the project located in full or in part within a department right-of-way or NHS route?
☐ NO ■ YES If yes, the project must be administered in accordance with the Tribal/Local Public Agency Handbook and follow all requirements and procedures.

Does the project tie into, connect or cross a department right-of-way or an NHS route, or will the project have an effect on existing improvements within a NMDOT right-of-way?
☐ NO ■ YES If yes, a "Letter of Approval or Letter of Support" is required from the NMDOT District Engineer.

Will the project impact known environmental and/or cultural resources?
■ NO ☐ YES If yes, please clarify _____

Is this project tied to any past or future federal funding?
■ NO ☐ YES If yes, please identify _____

Does the Local Entity intend to apply for Match Waiver Funding*?
■ NO ☐ YES

**Checking this box does not guarantee Match Waiver funding, approval is based on a financial analysis from the Department of Finance and Administration.*

PROJECT COSTS:

Column A (Not Phased)			Column B (Phased)
If project is **not** phased, complete column A only. If project is phased, list the amount of funding being currently requested in Column A and complete Column B.			Total Phases No. (1, 2, 3, I, II, III, etc.): The amount below represents the cost of the entire project and will be greater than Column A.
Not phased			Total Project Cost: $500,000
Percentage Estimates:			Phased projects are usually large and divided into parts or phases. Please clarify how the requested project funding relates to the total overall project. Identify future phases and estimated costs.
Total State Share	95%	$475,000	
Total Local Match	5%	$25,000	
Total cost	**100%**	$ 500,000	

LOCAL ENTITY REVIEW:			
By: Lori Beaty Date: 2/20/26 Project is Feasible:		☒ Yes	☐ No
NMDOT DISTRICT REVIEW:			
By: Date: Project is Feasible:		☐ Yes	☐ No

NMDOT District comments.

NMDOT Environmental Bureau comments.

Topics to discuss during all PFF meetings:

- Is this project included in any other planning documents? (Comprehensive Plan, ICIP, etc.)
- Does the Local Entity have the minimum match required for the project? If not, does the Local Entity intend to apply for a match waiver?
- If match waiver is not approved will the Local Entity still be able to complete the project?
- Does the Local Entity have a good track record for responsible use/tracking of state funds? Have they met closeout deadlines? Have they successfully completed other state funded projects in a timely manner?
- Has the Local Entity had any issues with design/construction in the past?
- Does the Local Entity have major audit findings that would prevent them from being a responsible fiscal agent?

Additional topics to discuss during PFF meetings ONLY if project is on or intersects with an NMDOT or NHS route:

- Is the Local Entity familiar with the NMDOT T/LPA Handbook? Has the person in responsible charge attended one of the T/LPA Handbook trainings?
- Is the project within NMDOT ROW? If so, does the district support the project?
    - Are agreements necessary for maintenance and operations? (Lighting agreements, landscaping, etc.)
    - Will the District require the Local Entity to follow specific criteria/specifications if project is awarded?
- The Local Entity must follow the NMDOT specifications as outlined in the "Specs for Highway and Bridge Construction" unless the appropriate NMDOT Design Center grants permission prior to design for the Local Entity to use other specs.

Exhibit A – Project 2 Design

Village of Ruidoso 2026 TPF (PFF)

The scope of the proposed project entails the design of approximately 4 miles of roadway and drainage improvements in the Upper Canyon area of Ruidoso, including improvements along Main Road and North Loop Road. The 2024 South Fork and Salt Fires destroyed a large portion of the groundcover from the watershed above Upper Canyon resulting in floods and landslides that severely damaged the roadways and utilities during heavy monsoon rainstorms in 2024 and 2025. This project aims to improve roads and drainage improvements in the Upper Canyon to accommodate increased tourism-related traffic, strengthen flood resilience, boost transportation safety.

Project Location- Total of 4 miles.

Street Names:

1. *Main Road*
2. *Ebarb Drive*
3. *North Loop Road*
4. *McDaniel Drive*
5. *Riverside Drive (East and West)*
6. *South Mountain View Drive*
7. *North Mountain View Drive*

Exhibit B - Design Project

Project Location	Project Termini: Beginning Intersection	Project Termini: Ending Intersection	Length in Miles	Width in Feet
Main Rd	Intersection of Main Rd and Upper Sudderth Dr Circle	Intersection of Main Rd and Reservation Line	2.5	26
Ebarb Dr	Intersection of Ebarb Dr and Main Rd	Intersection of Ebarb Dr and W. Redwood Dr	0.5	25
North Loop Rd	Intersection of North Loop Rd and Main Rd at Chestnut Ln	Intersection of North Loop Rd and 947 Main Rd	0.5	26
McDaniel Dr	Intersection of McDaniel Dr and Main Rd	Intersection of McDaniel Dr and Riverside Dr	0.03	18
Riverside Dr	Dead End of E. Riverside Dr	Dead End of W. Riverside Dr	0.3	19
S. Mountain View Dr	Intersection of S. Mountain View Dr and N. Mountain View Dr	Dead End of S. Mountain View Dr	0.06	22
N. Mountain View Dr	Intersection of N. Mountain View Dr and S. Mountain View Dr	Dead End of N. Mountain View Dr	0.2	22
		Total Miles	4.09	

Main Rd



Ebarb Dr



North Loop Rd



McDaniel Dr



Riverside Dr



South Mountain View Dr



North Mountain View Dr



Exhibit A – Project 2 Design

Village of Ruidoso 2026 TPF (PFF)

The scope of the proposed project entails the design of approximately 4 miles of roadway and drainage improvements in the Upper Canyon area of Ruidoso, including improvements along Main Road and North Loop Road. The 2024 South Fork and Salt Fires destroyed a large portion of the groundcover from the watershed above Upper Canyon resulting in floods and landslides that severely damaged the roadways and utilities during heavy monsoon rainstorms in 2024 and 2025. This project aims to improve roads and drainage improvements in the Upper Canyon to accommodate increased tourism-related traffic, strengthen flood resilience, boost transportation safety.

Project Location- Total of 4 miles.

Street Names:

1. *Main Road*
2. *Ebarb Drive*
3. *North Loop Road*
4. *McDaniel Drive*
5. *Riverside Drive (East and West)*
6. *South Mountain View Drive*
7. *North Mountain View Drive*

Project Location	Project Termini: Beginning Intersection	Project Termini: Ending Intersection	Length in Miles	Width in Feet
Main Rd	Intersection of Main Rd and Upper Sudderth Dr Circle	Intersection of Main Rd and Reservation Line	2.5	26
Ebarb Dr	Intersection of Ebarb Dr and Main Rd	Intersection of Ebarb Dr and w. Redwood Dr	0.5	25
North Loop Rd	Intersection of North Loop Rd and Main Rd at Chestnut Ln	Intersection of North Loop Rd and 947 Main Rd	0.5	26
McDaniel Dr	Intersection of McDaniel Dr and Main Rd	Intersection of McDaniel Dr and Riverside Dr	0.03	18
Riverside Dr	Dead End of E. Riverside Dr	Dead End of W. Riverside Dr	0.3	19
S. Mountain View Dr	Intersection of S. Mountain View Dr and N. Mountain View Dr	Dead End of S. Mountain View Dr	0.06	22
N. Mountain View Dr	Intersection of N. Mountain View Dr and S. Mountain View Dr	Dead End of N. Mountain View Dr	0.2	22
		Total Miles	4.09	

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 7.

To:

Presenter(s): Jaquelyne Pena, Water Resource Manger

Meeting Date: March 10, 2026

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

Item Summary:

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

Financial Impact:

The project is a part of a Water Trust Board Grant/Loan and is budgeted in the SGRT Special Revenue Fund's Capital Outlay - Projects line item (202-211-53006 SG25002) in the amount of $5,160,000.

Item Discussion:

The purpose of the Invitation to Bid (ITB) is to solicit competitive sealed bids for the procurement of Two Rivers Water Intake and Transmission System for the Village of Ruidoso. 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).

Water Works Engineers LLC developed the bid specifications for this procurement.
Legal Ads were placed in (3) newspapers: Ruidoso News, Las Cruces Sun News and the Albuquerque Journal on 1/8/25.
Thirty-eight (38) contractors drew down on the ITB from the Village of Ruidoso website.
A non-mandatory pre-bid conference was held on 1/16/26 at 10:00AM via Zoom and at 313 Cree Meadows followed by a site visit. It was attended by one (1) potential bidder: DUB-L-EE, LLC.
One (1) potential bidder submitted the Acknowledgement of Receipt forms indicating their intent to submit a bid: Smithco Construction, Inc.
5) addenda were issued for answering bidders' questions and clarification on specifications
Bid Submission Deadline was 2/20/2026 at 3:00 pm.
One (1) bid was received:
DUB-L-EE, LLC
DUB-L-EE, LLC bid submittal was responsive and was the lowest bidder for Two Rivers Water

Intake and Transmission System.
DUB-L-EE, LLC submittal was very well prepared and met all requirements of this procurement.
Recommend the award of ITB 2026-004B for Two Rivers Water Intake and Transmission System to DUB-L-EE, LLC.

Recommendations:

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

ATTACHMENTS:
ITB #2026-004B BID Opening Summary 2.20.26.pdf
ITB #2026-004B Bid Report 2.20.2026-VOR-SPARE-05.pdf

Bid Opening Summary
ITB #2026-004B Two Rivers Intake and Transmission System
Vendor: DUB-L-EE, LLC

Item#	Unit of Measurement	Description	Quantity	Unit Price	Total
1	Lump Sum	Mobilization/Demobilization	1	$134,629.39	$134,629.39
2	Lump Sum	Demolition	1	$108,485.80	$108,485.80
3	Lump Sum	Intake	1	$244,428.82	$244,428.82
4	Lump Sum	Pump Station	1	$2,550,195.95	$2,550,195.95
5	Linear Feet	Trenchless Pipeline Installation	72	$5,699.10	$410,335.20
6	Linear Feet	Open-cut Pipeline Installation	8,248		
		A- Segmental PVC C900	8,248	$95.34	$786,364.32
		B – Fusible PVC C900	0	$0.00	$0.00
7	Each	CAV Stations	3	$45,271.23	$135,813.69
8	LS	Pump Back Tie-In	1	$43,672.44	$43,672.44
9	LS	Site Civil	1	$137,315.18	$137,315.18
Base Bid Total					$4,551,240.78
Bid add Alternatives					
10 BA	SF	Pavement Restoration – 2" mill and overlay	35,031	$8.42	$294,961.02

A	Signed Cover Page of ITB	Pass/Fail
B	Appendix B - Letter of Transmittal Form	Pass/Fail
C	Appendix C - Cost Response Form	Pass/Fail
D	Appendix D - Options, Exceptions, or Variations	Pass/Fail
E	Appendix E - Affidavit of Non-Collusion	Pass/Fail
F	Appendix F - Preference Certification	Pass/Fail
G	Appendix G - Compliance with Regulatory Agencies	Pass/Fail
H	Appendix H - Certification Regarding Debarment, Suspension, and Other Responsibility Matters	Pass/Fail
I	Appendix I – Campaign Contribution Disclosure Form	Pass/Fail
J	Appendix K - Bid Bond (5%)	Pass/Fail
K	Signed Addendum 1-5	Pass/Fail
L	NM Resident Preference (8% deduction)	8%
M	NM Veterans Preference (10% deduction)	

Christy Cohen 02/20/2026

Procurement Manager

BID REPORT	
Invitation To Bid Title	Two Rivers Water Intake and Transmission System
ITB Number	2026-004B
Date of Report	2/20/2026
Budgeted Line Item	202-211-53006
Budgeted Amount	$6,060,00.00
Author	Christy Coker, Purchasing Agent
Phone – Email	575-258-4343 Ext. 1081 purchasing@ruidoso-nm.gov

The purpose of this report is to concisely summarize the activity and recommendations of the BID process. The Bid Report will be:

- written by the purchasing lead or designee,
- approved by the requesting department,
- signed by the requesting department,
- And become part of the procurement file.

Section 1. ITB SCOPE OF SERVICES

The purpose of the Invitation to Bid (ITB) is to solicit competitive sealed bids for the procurement of Two Rivers Water Intake and Transmission System for the Village of Ruidoso.

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), as indicated in the following design documents:

- Volume 1 – Technical Specifications Divisions 01-46
- Volume 2 – Drawings
- Volume 3 – Basis of Design Report
  - Appendix A – Geotechnical Report
  - Appendix B – Biological, Cultural and Wetland Studies

The Village is conducting a single-award ITB. It is anticipated that the award under this ITB will result in a contract until final project closeout.

A full description of the scope of work is located in Appendix J of the ITB.

Section 2. SUMMARY OF BID DEVELOPMENT PROCESS

Water Works Engineers LLC developed the bid specifications for this procurement.

Legal Ads were placed in (3) newspapers: Ruidoso News, Las Cruces Sun News and the Albuquerque Journal on 1/8/25.

Thirty-eight (38) contractors drew down on the ITB from the Village of Ruidoso website.

A non-mandatory pre-bid conference was held on 1/16/26 at 10:00AM via Zoom and at 313 Cree Meadows followed by a site visit. It was attended by one (1) potential bidder: DUB-L-EE, LLC.

One (1) potential bidder submitted the Acknowledgement of Receipt forms indicating their intent to submit a bid: Smithco Construction, Inc.

(5) addenda were issued for answering bidders' questions and clarification on specifications

Bid Submission Deadline was 2/20/2026 at 3:00 pm.

Section 3. SUMMARY OF BID OPENING:

One (1) bid was received:
DUB-L-EE, LLC

DUB-L-EE, LLC bid submittal was responsive and was the lowest bidder for Two Rivers Water Intake and Transmission System

Section 6. SUMMARY OF AWARD RECOMMENDATION

DUB-L-EE, LLC submittal was very well prepared and met all requirements of this procurement.

Recommend the award of ITB 2026-004B for Two Rivers Water Intake and Transmission System to DUB-L-EE, LLC.

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 8.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: March 10, 2026

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

Item Summary:

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

Financial Impact:

None

Item Discussion:

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

Recommendations:

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

ATTACHMENTS:
Resolution 2026-16.pdf

RESOLUTION 2026-16

VILLAGE OF RUIDOSO

SUPPORTING APPLICATIONS TO THE NEW MEXICO FINANCE AUTHORITY UNDER THE COLONIAS INFRASTRUCTURE FUND

WHEREAS, The Village of Ruidoso ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Colonias Infrastructure Act, Sections 6-30-1 through 6-30-8, NMSA 1978 ("Act"), and the Village of Ruidoso ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the Colonias Infrastructure fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the Village of Ruidoso is in need of both water system improvements and roads/drainage improvements; and

WHEREAS, the proposed projects will benefit individuals, families, local residents, and public services within the Village of Ruidoso which is a designated Colonia; and

WHEREAS, the Village of Ruidoso assures and certifies that it will comply with the regulations, policies, guidelines, loan and match requirements and any requirements with respect to the acceptance and use of the Colonias Infrastructure Program, and

WHEREAS, it is the majority opinion of the governing body in and for the Village of Ruidoso that the proposed grant applications will be in the best interest of the residents of the Village of Ruidoso;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Ruidoso that it endorses and supports applications for the 2026 Colonias Infrastructure Fund funding cycle; and that

The Mayor of the Village of Ruidoso, or their designee, is hereby directed to prepare and submit applications on behalf of the Village of Ruidoso for funding assistance from the New Mexico Finance Authority Colonias Infrastructure Fund for Water System Improvements and Roads/Drainage Improvements.

APPROVED AND DATED THIS 5TH day of March, 2026.

Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 9.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: March 10, 2026

Re: 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.

Item Summary:

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.

Financial Impact:

None.

Item Discussion:

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.

Recommendations:

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

ATTACHMENTS:
Resolution 2026-17.pdf

RESOLUTION 2026-17

VILLAGE OF RUIDOSO

SUPPORTING APPLICATIONS TO THE NEW MEXICO FINANCE AUTHORITY UNDER THE LOCAL SOLAR ACCESS FUND

WHEREAS, The Village of Ruidoso ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Local Solar Access Fund grant program; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program under HB 128 for funding eligible entities for solar energy projects in New Mexico Communities through the Local Solar Access Fund; and

WHEREAS, the Village of Ruidoso is in need of a solar energy project; and

WHEREAS, the proposed project will benefit individuals, families, residents, and public services within the Village of Ruidoso, which is an eligible entity; and

WHEREAS, the Village of Ruidoso assures and certifies that it will comply with the regulations, policies, guidelines, and any requirements with respect to the acceptance and use of the Local Solar Access Fund, and

WHEREAS, it is the majority opinion of the governing body in and for the Village of Ruidoso that the proposed grant application will be in the best interest of the residents of the Village of Ruidoso; and

WHEREAS, the Village of Ruidoso has acquired the assistance of consulting firm Souder, Miller & Associates, Inc. to assist them with the grant application and submission; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Ruidoso that it endorses and supports an application for the 2026 funding cycle; and that

The Mayor of the Village of Ruidoso, or their designee, is hereby authorized to prepare and submit applications on behalf of the Village of Ruidoso for funding assistance from the New Mexico Finance Authority Local Solar Access Fund.

APPROVED AND DATED THIS 5TH day of March, 2026.

Lynn D. Crawford, Mayor

(SEAL)

ATTEST:

Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 1.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: March 10, 2026

Re: Presentation of New Employees, Promotions and Transfers

Item Summary:

Presentation of New Employees, Promotions and Transfers

Financial Impact:

None

Item Discussion:

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

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 2.

To:

Presenter(s): Yvonne Vigil, Village Clerk

Meeting Date: March 10, 2026

Re: Oath of Office for Michael Sralik, Deputy Clerk

Item Summary:

Oath of Office for Michael Sralik, Deputy Clerk

Financial Impact:

None

Item Discussion:

Oath of Office for Michael Sralik, Deputy Clerk

Recommendations:

To Approve Michael Sralik as Deputy Clerk

ATTACHMENTS:
OATH OF Office - Michael Sralik.pdf

OATH OF OFFICE

STATE OF NEW MEXICO
COUNTY OF LINCOLN

I, Michael Sralik, having been sworn into the office of Deputy Clerk for the Village of Ruidoso in the County of Lincoln, State of New Mexico do solemnly swear that I will support the Constitution of the United States, the Constitution and Laws of the State of New Mexico, the Ordinances of the Village of Ruidoso, and faithfully and impartially discharge the duties of said position to the best of my ability, so help me God.

Signed: _____
Michael Sralik

Subscribed and sworn to before me this 10th day of March, 2026.

Signed: _____
Lynn D. Crawford, Mayor

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 3.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: March 10, 2026

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

---

Item Summary:

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

Financial Impact:

None

Item Discussion:

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

Recommendations:

AGENDA MEMORANDUM

Village of Ruidoso

BOARD AND COMMISSION APPOINTMENTS - 1.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: March 10, 2026

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

Item Summary:

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

Financial Impact:

None

Item Discussion:

Appointment of Rafael "Rifle" Salas to the Southeastern New Mexico Economic Development District Council of Governments.

Recommendations:

To Approve Appointment of Rafael "Rifle" Salas to the Southeastern New Mexico Economic Development District Council of Governments.

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 1.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: March 10, 2026

Re: Village Manager's Report

Item Summary:

Village Manager's Report

Financial Impact:

None

Item Discussion:

Village Manager's Report

Recommendations:

None

ATTACHMENTS:
2026.03.10 Manager's Report.pdf

VILLAGE MANAGER'S REPORT

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

DATE: **March 10, 2026**

RE: **Village Manager's Report**

ADMINISTRATION

2026 Legislative Session Update

The Second Session of the 57 Legislature ended at noon on Thursday February 19th . While the priority was passing the state's budget bill, the 2026 legislative session was also filled with significant policy legislation including medical malpractice reform and universal childcare. Overall, 686 bills were introduced, with 74 of them passing the Legislature. A League supported bill, House Bill 109 (Garratt), which streamlines the funding process for water projects through the New Mexico Finance Authority (NMFA) through the temporary removal of legislative authorization, was one that passed and is now headed to the Governor's desk for signature. Legislation not acted upon by governor by March 11th is pocket vetoed.

House Bill 2 (Small), the General Appropriation Act, passed the Legislature with a budget of $11.05 billion for FY27, an increase of $277 million in recurring general funds over the current fiscal year. The budget also includes roughly $3 billion in nonrecurring appropriations and fund transfers. The bill maintains general fund reserves at about 28 percent.

HB2 includes some one-time appropriations that benefit local governments: $100 million for the Water Project Fund to provide funding for local government water infrastructure. Loans administered by the New Mexico Finance Authority. $12.5 million for Rural Air Service Enhancement. Administered by the New Mexico Department of Transportation. An additional $6 million from Senate Bill 273 (Munoz), which provided additional nonrecurring special appropriations from the general fund outside of HB2, was appropriated to Rural Air Service Enhancement, bringing the total to $18.5 million. $5 million for low-interest loans to rural communities for water, wastewater, and solid waste projects. Loans administered by the New Mexico Environment Department through the Rural Infrastructure Revolving Loan Fund.

2026 Legislative Capital Outlay Projects - The 2026 Legislative Session has concluded their 30-day session and as a result, authorized various capital outlay projects. If the Governor signs the bill, 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. Governor Lujan Grisham has until March 11th to sign bills.

2026 NMML Municipal Legislative Day – Governing Body members and Staff attended the 37th Annual Municipal Day at the Legislature in Santa Fe on February 4th and 5th. NMML Director AJ Forte along with staff presented an overview of legislation that has been introduced and that will impact municipalities.

2026 Lincoln County Day in Santa Fe – The 2026 Lincoln County Day Reception was held on February 4th in Santa Fe. The Chamber hosted a reception with Legislators at the Drury Plaza Inn. During the event, residents had an opportunity to speak to our Legislators regarding concerns, if any, that may be affecting area communities. The event was well attended. Great Job by Deborah and her staff, along with board members.

2025 NMDOT TPF Grant Award for Village Roadway Improvements Project - NMDOT is pleased to inform you that your application for the Transportation Project Fund (TPF) for the project: Village of Ruidoso Roadway Maintenance Project To complete 4.1 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation & testing 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. Project slated to begin Mid-June 2026.

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 in order 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 construct 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

- Six (6) homes have received green tag from manufactured housing.
- Fencing is 95% complete aside from the painting.
- Curb has been surveyed and white sands should begin that shortly.
- Driveway millings have been placed, and roadway millings are ongoing.
- PNM scheduled to set 6 of the meters on homes approved by State MH
- Homespot is working on the final corrections for the other 4 homes.
- Rymarc Construion awarded construction project that will include paving of housing development roadways, along with curb & gutter.

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

February 2025 Operations & Fuel Summary:
Manager's Report is up to end of business on Saturday February 28, 2026

2025 / 2026 Operations
652 /1556 Up 342%

2025 / 2026 Jet A Fuel
8622 / 4735 Down 45%

2025 / 2026 100LL Fuel
1338 / 1483 Up 11%

- There were 2 medical transports for the month of November.
- Out of 1556 total operations, 1363 were Military aircraft doing touch-and-goes (T&G).
- 02/03 Airport Line-Tech Interviews conducted.

- 02/03 Pre-Proposal Conference for Airline RFP
- 02/05 Assist PD with Administrative Assistant Interviews.
- 02/06 Airport Line-Tech Interviews.
- 02/11 AWOS Tri-Annual Inspection.
- 02/12 Airport Manager attended the Directors Meeting.
- 02/13 Meeting with Emergency Manager and Deputy Emergency Manager.
- 02/17 First Alarm repair AWOS Phone line.
- 02/17-19 Annual ARFF Truck Inspections with Global ARFF.
- 02/19 Airline RFP Kick-Off meeting.
- 02-23 Airport Line-Tech Interview.
- 02-26 Airport Lease Review meeting with KSA Consulting.

Daily Fuel Volume Sold						
Receipt Date: 01-Feb-26 to 28-Feb-26						
Merchant Number: 7836						
Receipt Date	Avgas 100	Jet A Fu	Avg W/S	Max W/S	Operations	Day
1-Feb-26	92.7	230	6.5	14	32	Su
2-Feb-26	29.8	0	10.1	26	5	Mo
3-Feb-26	0	0	9.1	22	5	Tu
4-Feb-26	0	285	6.8	16	5	We
5-Feb-26	0	0	7	13	9	Th
6-Feb-26	108.8	120	5.5	10	7	Fr
7-Feb-26	21.5	0	6.9	16	68	Sa
8-Feb-26	180.9	0	10.8	16	41	Su
9-Feb-26	27.2	0	8.9	20	34	Mo
10-Feb-26	34.7	0	7.8	15	46	Tu
11-Feb-26	183.2	0	8.5	23	147	We
12-Feb-26	48.7	905	4.5	13	113	Th
13-Feb-26	46.8	250	10.3	30	92	Fr
14-Feb-26	86.2	0	12.7	26	50	Sa
15-Feb-26	50.2	114	6.3	14	11	Su
16-Feb-26	132.9	675	15.1	25	40	Mo
17-Feb-26	0	0	22.6	46	2	Tu
18-Feb-26	0	0	26.9	48	8	We
19-Feb-26	0	132	16.1	28	1	Th
20-Feb-26	0	0	23.2	36	1	Fr
21-Feb-26	11	0	10.3	18	254	Sa
22-Feb-26	0	530	6.6	18	13	Su
23-Feb-26	217.3	280	5.3	13	108	Mo
24-Feb-26	0	157	11.7	24	49	Tu
25-Feb-26	81.3	567	17.9	29	19	We
26-Feb-26	60.3	0	13.4	23	104	Th
27-Feb-26	0	370	10.7	24	228	Fr
28-Feb-26	69.8	120	9	15	64	Sa
	1483.3	4735			1556	

	2026 Fuel		
Month	Jet A	100LL	Cumulative
January	4071	1626	5697
Februray	4735	1483	6218
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Total	**8806**	**3109**	**11915**

CLERK

Staff coordinated with various Village of Ruidoso Departments and processed nineteen (19) requests for public information during February of 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).

- Village Clerk, with help from employees Gina Corliss and Isabel Martinez, processed Early and Absentee Voters, beginning on February 3, 2026, through February 28, 2026.
- Village Clerk along with the County Clerk conducted Poll Worker training.
- Clerk and staff participated in the certification of voting tabulators.
- Village Clerk conducted Interviews and made an offer to Michael Sralik for the Deputy Clerk position.
- Village Clerk participated in Interviews for the Purchasing Agent position.

COMMUNITY DEVELOPMENT

Planning Commission:

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.
APPROVED

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.
TABLED

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.
TABLED

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.
APPROVED

Workforce Housing Advisory Board:

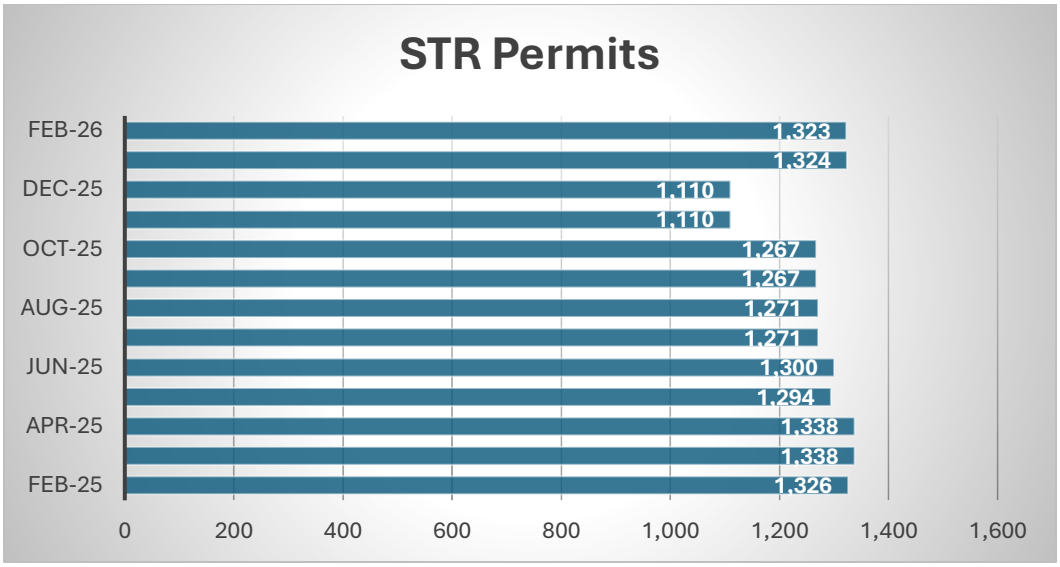
The next Regular scheduled meeting is Thursday, March 26, 2026.

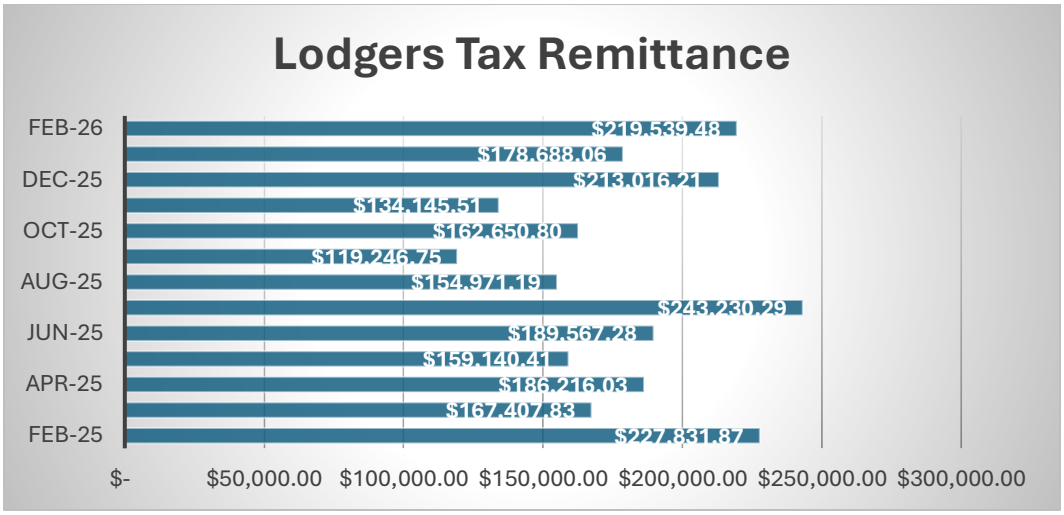
Re-Addressing Update:

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 - February 2026

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. Lodger’s 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.**





Inspection Tallies:

Commercial Inspections

ADDRESS	DATE	INSPECTOR	PERMIT#	ELECTRIC	PASS	FAIL
1125 Mechem	2/2/2026	GDM	20210618e	1	1	
371 Gavilan Canyon	2/3/2026	GDM	20250360	1		1
25992 US 70	2/6/2026	GDM	20250549e	1	1	
1111 Mechem	2/9/2026	GDM	20250374e	1		1
2515 Sudderth	2/10/2026	GDM	20230599e	1	1	
944 Gavilan	2/10/2026	GDM	20250341	1	1	
371 Gavilan Canyon	2/11/2026	GDM	20250360	1		1
211 Sudderth	2/12/2026	GDM	20240484	1		1
25392 HWY 70	2/12/2026	GDM	20250549	1	1	
211 Sudderth	2/20/2026	GDM	20240484fa	1	1	
211 Sudderth	2/20/2026	GDM	20240484e	1	1	
25992 US 70	2/23/2026	GDM	20250549a	1		1
816 Main	2/26/2026	GDM	20260031	1	1	
25992 US 70	2/26/2026	GDM	20250549	1		1
816 Main	2/27/2026	GDM	20260031	1	1	
			TOTAL	15	9	6

ADDRESS	DATE	INSPECTOR	PERMIT#	BLDG	PASS	FAIL
2319 Sudderth	2/2/2026	GDM	20260047	1	1	
1125 Mechem	2/2/2026	GDM	20210618	1	1	
1604 Sudderth	2/3/2026	GDM	20250304	1	1	
616 Sudderth A	2/3/2026	GDM	20260059	1	1	
616 Sudderth B	2/3/2026	GDM	20260058	1	1	
1 Country Club	2/11/2026	JBK	20260048	1	1	
876 HWY 48	2/12/2026	JBK	20250735	1	1	
2515 Sudderth	2/17/2026	JBK	20230599	1		1
120 Pikes Peak	2/17/2026	GDM	20260032	1	1	
211 Sudderth	2/20/2026	GDM	20240484	1		1
			TOTAL	10	8	2

ADDRESS	DATE	INSPECTOR	PERMIT#	PLUMB	PASS	FAIL
25992 US 70	2/4/2026	GDM	20250549p	1	1	
410 Gavilan Cyn	2/12/2026	GDM	20240827	1	1	
211 Sudderth	2/20/2026	GDM	20240484p	1	1	
			TOTAL	3	3	0

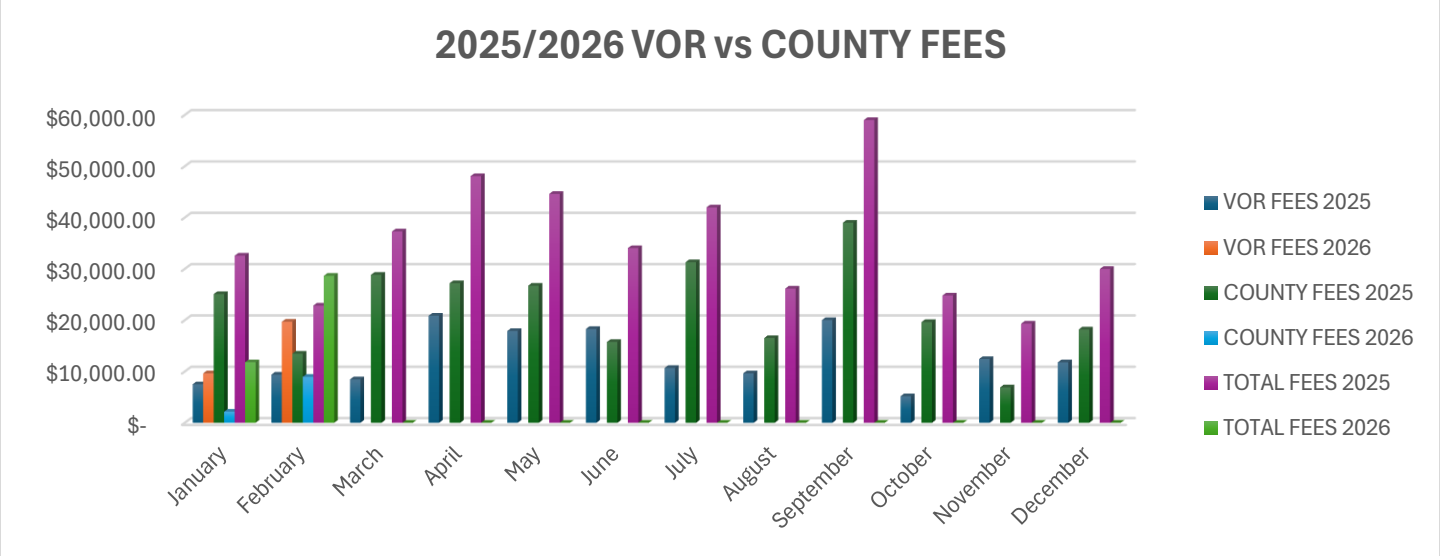
ADDRESS	DATE	INSPECTOR	PERMIT#	MECH	PASS	FAIL
25992 US 70	2/6/2026	GDM	20250549m	1	1	
211 Sudderth	2/20/2026	GDM	20240484m	1	1	
			TOTAL	2	2	0

ADDRESS	DATE	INSPECTOR	BUSINESS	PASS	FAIL
2117 Sudderth Ste 8	2/20/2026	BP	1	1	
		TOTAL	1	1	0

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	
Septembe	$ 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	
Novembe	$ 12,421.28		$ 6,899.14		$ 19,320.42	$ -	$ 1,710,004.60	
Decembe	$ 11,785.16		$ 18,183.95		$ 29,969.11	$ -	$ 5,467,000.45	
TOTAL PE	$ 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



Number of Permits Issued 2024 vs 2025 vs 2026

MONTH	2024	2025	2026
January	80	89	78
February	112	74	92
March	98	116	
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	78

YEAR	Permits Issued
Year	Permits Issued
2020	1142
2021	1177
2022	1496
2023	1295
2024	1242
2025	1072
2026	170



Business Registrations Issued:

NEW BUSINESS REGISTRATIONS ISSUED FEBRUARY 2026			
Business #	NAME	LOCATION	BUSINESS TYPE
BR2026-25	CRAZY TOWN COOKING	2501 CORTEZ CT, ROSWELL	FOOD TRAILER
BR2026-26	CARNIVEROSO	2117 SUDDERTH DR STE8	PLANT STORE
BR2026-27	A TEACHER'S HOBBY	104 S SLOPE CT	HOMEMADE JEWELRY
BR2026-28	SOL CONTRACTORS, INC	1400 MONTANA AVE, EL PASO	CONSTRUCTION MANAGEMENT
BR2026-30	MOUNTAIN CLEANING	PO BOX43, RUIDOSO DOWNS	CLEANING SERVICES
BR2026-32	SALIENT DEVELOPMENTS LLC	1512 S 9TH ST, LOVINGTON	RESIDENTIAL CONSTRUCTION
BR2026-34	GBL, LLC	2104 WILDWIND RD, LAS C.	GENERAL CONSTRUCTION
BR2026-36	BOVKOON REAL ESTATE	103 UNIVERSITY DR	SHORT TERM RENTAL
BR2026-37	ALICANTE HOMES, LLC	2010 CORN DR, LAS C.	CONSTRUCTION MANAGEMENT
BR2026-38	HANDY MANNY	PO BOX1347 RUIDOSO DOWNS	HANDYMAN SERVICES
BR2026-40	BOSQUE COFFEE ROASTERS	100 VISION DR	FOOD/DRINK SALES TRAILER
BR2026-41	ATLAS WALL COVERINGS	108 GERONIMO	STR
BR2026-44	IRON MC ENTERPRISES, INC	119 N EAGLE DR	GENERAL CONSTRUCTION

CONVENTION CENTER

EVENTS

DATE	EVENT	APPROX. # ATTENDEES
Feb. 5-7, 2026	Eastern NM Dental Society	250
Feb. 9, 2026	Candidate Forum	250
Feb. 10, 2026	Pipeline Safety Training	100
Feb. 11, 2026	LCAR-Candidate Meet & Greet	90
Feb. 13-16, 2026	Vines in the Pines	1000
Feb. 19-21, 2026	FCFC-XO Retreat	188
Feb. 21, 2026	Blue & Gold Extravaganza	168

Feb. 21, 2026	Lowrance Memorial Luncheon	40
Feb. 23-24, 2026	NM Chapter of the American Society of Farm Managers & Rural Appraisers	50
Feb. 25, 2026	Region 9 Textbook Adoption	215
Feb. 26-March 1, 2026	Southern NM Safari Club International	600

UPCOMING

1. Municipal Election March 3
2. Republican Party of NM Convention March 6-7
3. VOR-Community Watershed Meeting March 10
4. Yucca Blossom Trade Days March 14 & 15
5. VOR-Wellness Fair March 18
6. Jehovah's Witness Assembly March 21-22
7. NM Public Procurement Assn. March 24-27
8. LaPaz/Morgan Wedding Reception March 28
9. Rotary Enchilada Dinner & Bingo March 31

EVENTS & STRATEGIC PARTNERESHIPS

1. Advancing the DODS Diving League event opportunity and coordination efforts.
2. Attending the Mountain Film Festival in Alamogordo to support regional partnerships and engagement.
3. Continuing planning and coordination for the Ruidoso Film Festival.
4. Advancing discussions on the Brian Deegan Signature Dirt Multi Complex in collaboration with the New Mexico Airport and the U.S. Forest Service.

FINANCE

Finance Department:

- Council monthly reports for February (Period 8 FY 2026) will be available by mid-March.

  January 2026 Benchmarks:
  GRT Revenue up 15.54% from PY ($1,821,614 increase).
  Gasoline Tax Revenue down 3.99% from PY ($2,551 decrease)
  Lodgers' Tax Revenue up 4.63% from PY ($54,052 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). Within the next week, staff will be meeting with NMDHSEM to receive instructions on how to move forward to receive 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 submitted to the State Auditor's Office on time and staff is waiting to receive report corrections. Once corrections are made the report will be made public upon approval of the State Auditor's Office, and the report should be made public in March or April 2026.
- The Village received $53,902.84 on PW 246, Temporary Work on 1783 Bridges, on 02/09/26 for Work for 4795DR-NM (Southfork Fire).
- FY 2025 Q2 budget reconciliation and quarterly report was approved by DFA on 02/06/26. Finance Staff has begun training on quarterly reconciliations in preparation for the FY 2026 Q3 end.
- Outstanding legislative appropriations and grants:
    - Recreation (23-H3061) $363,140.97
    - Affordable Housing (25-J2491) $5,374,500
    - Veteran's Conference Center (24-I2993) $450,000.00
    - Watershed Thinning (24-I2997) $500,000.00
    - Flood Damaged Roads, Bridges, Infrastructure (A23H2521) $386,667.45
    - Lift Station Infrastructure (24-I2489-3) $2,029,161.71
    - Sewer Line at Racetrack (24-I2489-2) $1,022,114.51
    - Emergency McDaniel Bridge (25-J2492-2) $25,900.27
    - Emergency RWWTP (25-J2490-1) $340,513.42
    - Emergency Upper Canyon (25-J2490-3) $932,000.00
    - Thinning (25-J3023) $750,000.00
    - Surrender Box (22-G2444-17) $10,000.00
- Waiting on reimbursement for the following:
    - Lift Station Infrastructure (24-I2489-3) $23,521.76
    - Sewer Line at Racetrack (24-I2489-2) $44,434.79
    - Emergency RWWTP (25-J2490-1) $321,057.23
    - Flood Damaged Roads, Bridges, Infrastructure (A23H2521) $415,356.88

Utility Billing

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

- Department Statistics:

  February 2026
  Lien Letters Sent Out: 0
  Lien Request Sent to Village Clerk: 0
  Payment Arrangements Process: 2
  Leaks: 7
  Work Orders: 199
  Shut-Offs: 2

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	4.55	91	145.00	2,900
Library	2.50	50	34.90	698
Village Hall	5.25	106	63.15	1,263
Horton EOC	2.20	44	42.95	859

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: RWWTP Solar Project



Contractor: Holt Renewables Engineer: Souder Miller

Project Budget: $4,938,386.63
Funding: $4,874,556 NMED Clean Water State Revolving Fund
Project did not meet substantial completion, so staff is reviewing all remedies.

Procurement Activities:

Purchase Order Summary Report

February 2026:	148 Count	February Value:	$4,634,890.12
FY26 Issued YTD:	2,560 Count	Total Value:	$55,694,240.04

No procurements posted as of 02/28/26.

Staff is exploring the purchase of E-Procurement software and has attended demonstrations with Beacon Bid and Open Gov. MyGov demonstration is scheduled for next week.

Staff is also researching procurement companies that can assist with procurements until the purchasing agent position is staffed and trained.

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 50.

PUBLIC ANNOUNCEMENT
VILLAGE OF RUIDOSO

EFFECTIVE: March 10, 2025, 12:00 Noon

FIRE RESTRICTIONS FOR THE VILLAGE OF RUIDOSO

LEVEL II RESTRICTIONS

1. Charcoal briquets and outdoor burning stoves are prohibited on all public and private property.
2. Ul/fm-approved gas and pellet cooking devices are permitted but must be attended at all times.
3. Smoking outdoors is prohibited on public and private property, except inside an enclosed vehicle or building, unless in areas specifically approved by the fire marshal.
4. Fireworks are strictly prohibited by state law.
5. Campfires are prohibited on all public and private property.
6. Operating a chainsaw or other equipment powered by an internal combustion engine is permitted only if equipped with a properly installed, maintained, and functional spark arrestor. Local fire stations are available for inspections if needed.
7. Welding or using acetylene or other open-flame torches as part of a profession (e.g., hot tar roofing, driveway sealing) is allowed with a valid permit issued by the fire marshal. ALL PERMITS ARE SUSPENDED ON HIGH WIND, FIRE WATCH, OR RED FLAG DAYS.
8. All issued fire pit permits are temporarily suspended until extreme drought conditions subside. Permit holders will be notified via email when restrictions are lifted, and fire conditions return to level I. Permits will remain valid until their original expiration dates.

CITATIONS WILL BE ISSUED - NO EXCEPTIONS - NO WARNINGS
WE WILL NOTIFY THE PUBLIC IMMEDIATELY UPON 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 152 calls ran from Jan. 1, 2026 – Jan. 31, 2026. 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.
- Feb. 2, Debris operations and removal meetings from the winter weather event from January.
- Feb. 3rd, ISO class in Santa Fe all day, RFP-2026-006P meeting.
- Feb. 4th, Lincoln County Days in Santa Fe.

- Feb. 5th, Lincoln County Days in Santa Fe, Omni Warren Siren Maintenance Soccer Fields, Capital Project meeting.
- Feb. 6th, In Preparations for McBride Deposition.
- Feb. 9th, Meeting with Dina Holcomb, 2026 Rising Phoenix Exercise kick off meeting.
- Feb. 10th, WUI meeting at Copper Canyon Station, Council Meeting
- Feb. 11th, In Albuquerque for McBride Deposition.
- Feb. 12th, Freshman Days @ ENMU, Iron man meetings.
- Feb. 13th, Met with County over EMS certificate of Necessity renewal contract.
- Feb. 16th, Presidents Day and met with Wrap and Decal company for Fire and Emergency Management equipment.
- Feb. 17th, Meeting with Dina Holcomb
- Feb.19th, RFP 2026-006P kick off meeting
- Feb. 20th, Annex A policy review.
- Feb. 21st, Blue Gold Extravaganza
- Feb. 24th, Meeting with Xterra personnel, Smokey Bear Cooperators Annual Kick off meeting.
- Feb. 26th, Standby pack test for Smokey Bear Hot shot crew at Ruidoso High School.

OFFICE OF EMERGENCY MANAGEMENT

Overview

During February, 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 updating and revising the Emergency Operations Plan (EOP).
- The Office of Emergency Management (OEM) continued working on the upcoming Pre-Monsoon season exercise series. The Tabletop Exercises will be 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 4 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.
- The Office of Emergency Management (OEM) attended the Oklahoman Conference meeting with key state and regional partners. OEM delivered the keynote presentation on lessons learned from the 2024 & 2025 Summer Fires and Floods.
- 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 world championships.

- OEM and the Public Safety team met with IRONMAN to plan and discuss emergency operations for the upcoming IRONMAN 70.3 competition.
- The Office of Emergency Management (OEM) held an interview for the Emergency Management Intern Position.
- The Office of Emergency Management continued developing a Feeding Strike Team in partnership with ENMU–Ruidoso's Culinary Arts Program to support mass care feeding operations during emergencies. The initiative will allow culinary students to gain hands-on disaster response experience while helping provide meals to impacted residents and responders during incidents.
- The Office of Emergency Management developed an Integrated Preparedness Plan (IPP) for the Village to guide training, exercise, and preparedness activities over the coming years. The plan aligns preparedness priorities with local hazards and helps ensure departments and partner agencies are better coordinated for future incidents.
- The Office of Emergency Management updated the Village's Outdoor Warning System policy to clarify activation procedures, operational responsibilities, and coordination during emergencies. The updates help ensure the system can be used quickly and consistently to provide timely public warning during life-safety incidents.

Response

- No emergency response activities took place in February; 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 South Fork AAR.
- 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 frequency of the PA meetings to once a month, with additional meetings 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.
- Recovery efforts continued through the Private Property Debris Removal (PPDR) Clean and Lean Program, which focuses on removing remaining disaster-related debris from impacted properties across the community.

Mitigation

- The Village completed construction and installation of the Outdoor Warning System, marking a major milestone in strengthening community alerting capabilities. The system will provide rapid, community-wide warning during life-safety emergencies such as wildfire, flooding, and other hazardous events.
- Continued working on compiling quotes and developing a project scope for the implementation of a high-water detection system aimed at enhancing safety at low-water crossings throughout the Village.
- 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

	Fiscal year	This Period
Forestry Current Activities Report	25/26	2/1 to 2/28-2026
Item:		
Hazard Tree Removal:		
private property	263	18
village property	272	1
Public Service Visits, Insects/Disease/Misc	77	9
Permits issued for Tree Removal (20" plus)	26	6
Private Property Compliance:		
initial Inspection and Fire Hazard Rating	731	72
final inspection for Certification	702	64
acres completed	353.9	32.08
New Construction :		
initial Inspection and Fire Hazard Rating	10	0
final Inspection and Approval	3	0
New Construction Permitting Fees :		
forestry	$800	$0
solid waste	$900.00	$0.00
Village property Treated:		
318.71 Acres in Camelot is approved for the Fire Barrier		
Project. There is another 74.04 acres being thinned in		
Camelot by a private landowner.		
Ice Storm- Removed 5 trees and pruned 18 at the community center		
Project at Grindstone Lake is progressing approx fisnish 3/30		

HUMAN RESOURCES

HR News

- Positions filled in February 2026
  - 2 Parks and Maintenance Technicians
  - 1 Assistant Parks and Recreation Director
  - 1 Water Distribution Maintenance Technician
  - 1 Water Distribution Heavy Equipment Operator
  - 1 Solid Waste Operator Driver
  - 1 Water Distribution Utility Warehouse Technician
  - 1 Purchasing Agent

- Positions in Background
    - 2 Uncertified Patrol Officers
    - 2 Administrative Assistants Police Department

Other HR News

- HR has continued the planning of our 2nd Annual Employee Wellness Fair that will take place on Wednesday, March 18th. We are coordinating with Blue Cross Blue Shield, HUB International, VOYA, Mission Square, and several local vendors for this event in order to provide wellness resources (health, financial, self-care, etc.) to our employees.
- HR began pre-renewal meetings with HUB International to begin the insurance selection process for the 2026-27 plan year. In March, we will continue working with HUB as we head toward open enrollment in May.

Employee Committee News

- The committee is hosting another Rolling Ball Raffle fundraiser. With March Madness and Easter coming up soon, employees will have two opportunities to win a 50/50 cash prize with the purchase of a Basketball or Easter Egg. Winners will be announced March 27th.
- The committee is hosting its annual Bowling Night on Friday, March 27th from 6-8 pm at Yesterlanes. We are encouraging all departments to form their teams of 6 and bring their families out too to join this fun night of bowling.

Safety

- The annual required Sexual Harassment training was sent out to all Village employees on February 2, 2026, to be completed by February 28, 2026. The training is completed online through Local Gov U.
- Safety Coordinator is working on safety manual for the Village of Ruidoso which incorporates Safety Liaison By-Laws, Risk Team By-Laws, Standard Operating Procedures and other training materials.
- Monthly Safety Meeting was held at Wastewater Treatment Plant on February 26, 2026.
- We still have 56 employees that need to complete required FEMA training.
- Reasonable Suspicion training is scheduled for supervisors on March 20th from 9am-11am at the Horton Complex and will be instructed by the HR Manager.
- OSHA 30 is 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.

Safey Inspections and walkthroughs were conducted for:

- Street Department 2/13/2026
- Solid waste 2/13/2026
- Museum 2/13/2026
- Airport 2/18/2026
- Horton Complex 2/24/2026
- Water Production2/24/2026
- Water Distribution 2/24/2026
- Police Department 2/24/2026
- Village Hall 2/25/2026
- Treatment Plant 2/25/2026
- Community Center 2/25/2026
- Convention Center 2/25/2026
- Library 2/25/2026

LIBRARY

GENERAL INFORMATION:

- The Library Manager attended the February Village Council Meeting.
- The Library Manager attended the February Director/Manager meeting.
- The Library Manager met with The Science and Engagement Manager for the Lunar Institute to talk about hosting a workshop here for small libraries in Southeast NM.
- The Library Manager attended bi-monthly meetings with The Agency.
- The Library Manager completed the NMML online Sexual Harassment Course for Managers.
- The Library Manager and Library Supervisor completed their 2nd Procurement Recertification through NM Edge.
- 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.

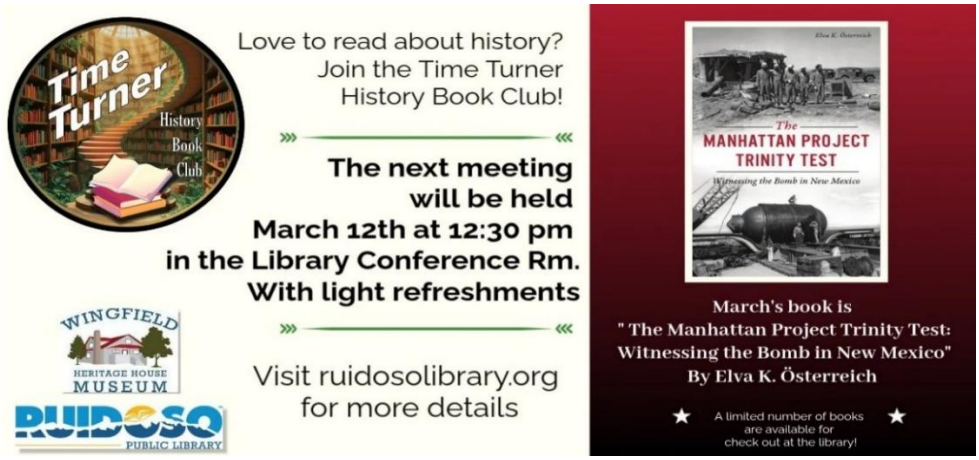
Outreach Services:

- The Library did a Friends of the Library membership drive to go along with our Library Lover's Month display. We were able to add at least 30 new members!
- The Van campaign began February 9th with services planned to begin March 16th.
- The Library will also have a Mascot Campaign to name the mascot in March.
- Youth Service Librarian planning for Easter outreach programs and our annual Dia de los Libros, Dia de los ninos "Day of the book day of the child" also known as "DIA" celebration Saturday of May 9th at the Convention Center.

- Youth Services Librarian planning Summer Reading.

Adult Services:

- The Office of the State Engineer was in the conference room to offer help with water issues on Tuesday, February 3rd, from 9 am to 12 pm. Their next monthly visit will be March 3rd.
- The Friends of the Ruidoso Public Library Board will meet on March 3rd at 4 pm in the Library Conference Room.
- The Ruidoso Public Library Advisory Board will meet on March 4th at 12 pm in the Library Conference Room
- 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 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. March's Book will be:



Adult Displays for February:
Peaks of Passion – Library Lovers Month



Black History Month



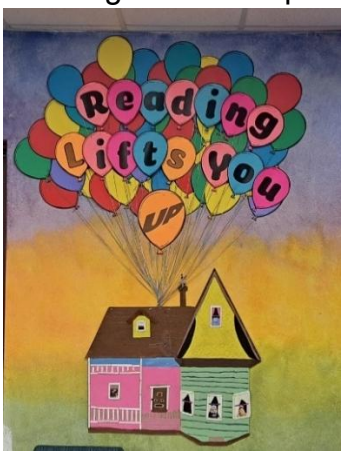
Favorite Patron Genres and the Winner is Mysteries!



Youth Services:

- Baby and Me Storytime began again starting Tuesday, February 3rd at 10:30 am.
- Youth Services planned executed 4 Baby and Me story times with a total of 52 attendees.
- Youth Services planned and executed 4 regular Story Times with 130 total attendees. Story Time is at 10:30 am on Wednesdays.
- Youth Services planned and executed a Children's Program with 65 attendees.
- Youth Services planned and executed a Teen Program with 5 attendees.
- Youth Services had 4 outreach visits from Montesorri School with 120 attendees.
- Youth Services Displays in February

Reading Lifts You Up



Game Changers



Teen Minecraft



Photo Opportunity in Youth Services

Love My Library





ON-GOING PROJECTS:

- The Library Manager is making progress on the logging of the Ted Bonnell Donation.
- 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.
- Facilities upgrades: Replacement of water fountains – we now have bottle fillers!

Upstairs



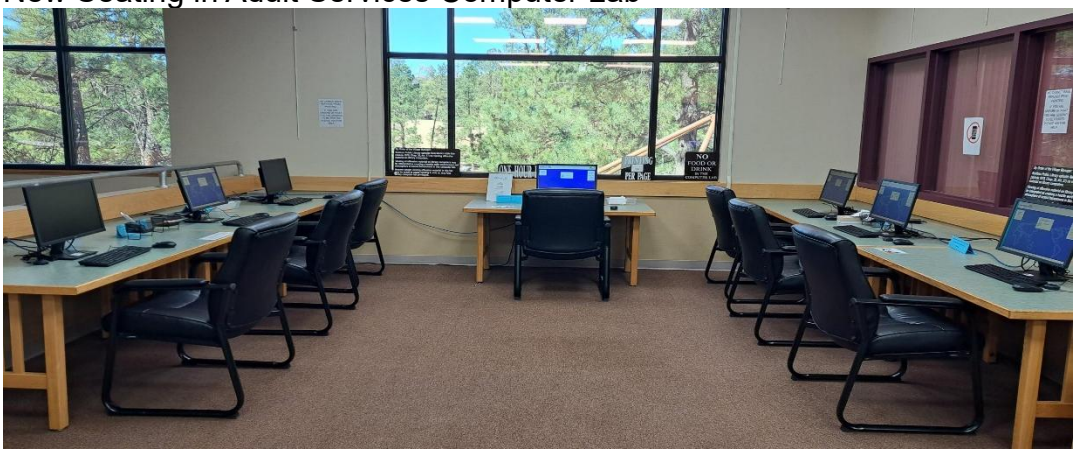
Downstairs



New chairs were put together and placed in the Conference Room.



New Seating in Adult Services Computer Lab



New Teen Furniture:

Chairs with desk side flip up



Spinning Bookshelf



Go Bond Fund approval for:

- Replacement of public computer chairs and new archive room chairs.
- General library seating chairs – these have arrived and are being put together by Parks and Rec Maintenance.
- New Tables for patron study and archive room – these have been ordered and will arrive in mid-March.
- Moveable video carts with video screens for library marketing and resource use – these are put together and we are awaiting Digital Human Library subscription activation and microcomputer set up as well as creating space in adult commons.

STATISTICS:

- Library material checkouts were 2,705 and check ins were 2,611.

- Visitors total were 5,526.
- We issued a total of 50 new cards and updated 90 cards.
- Overdrive checkouts were approximately 1088. We had approximately 12 new users. There were 619 holds for e-audios and 271 holds for e-books and we had 65 holds for print materials.
- Database usage from Catalog Page: El Portal 14; Mango 2, Libby 9, Heritage Quest 4, NM News Plus 14, Guttenberg Project 2, and Tumblebooks 8; Get Set Up 2; Libre Vox 3; Pebble Go 9; WFHHM Catalog 8; Salem Press Online 3.
- Reference questions totaled 1,961.
- Computer users totaled 222; Wi-Fi Users totaled 49.
- Gabbie, a text message application on our Integrated Library System Biblionix, was used approximately 394 times by 76 unique users.
- We added 163 material items.
- We had 16 Interlibrary Loan requests, and 16 books have been received.
- There were 610 external catalog searches, 1,260 internal searches by 176 unique users.
- There were approximately 9,611 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 OUT													
Adult Books	1,157	1,207	1,223	992	901	1,261	1,261	841					
Juvenile Books	1,645	1,538	1,539	1,630	1,242	1,192	1,216	1,338					
Adult Media	283	340	354	284	272	286	304	295					
Juvenile Media	175	159	149	138	118	184	153	144					
Library Use	14	15	18	18	10	14	17	17					
Paperbacks	25	31	63	96	87	55	98	70					
Check Ins	3,633	3,162	3,136	3088	2582	3183	2741	2611					
Total Books & Media	6,932	6,452	6,482	6,246	5,212	6,175	5,790	5,316	0	0	0	0	48,605
Tumble books	7	222	620	831	270	67	311	9					
Overdrive	713	737	1302	1315	1035	1199	1145	1088					
Total E Collection	720	959	1922	2146	1305	1266	1456	1097	0	0	0	0	10871
Total Circulation	7,652	7,411	8,404	8,392	6,517	7,441	7,246	6,413	0	0	0	0	48,605
CIRCULATION OPERATION													
Days Open	24	26	25	26	21	25	25	23					
Hours Open	184	188	188	192	152	177	160	168					
Reference	1,677	2325	2022	2157	1628	1876	1839	1961					
New Cards	39	42	75	40	25	30	23	50					
Patron Updates	152	125	166	129	107	139	107	90					
Tours	0	0	2	128	0	0	0	0					
Library Conference Rm	44	85	77	89	65	41	63	67					
Classroom	0	0	0	5	42	16	14	60					
Archive Room	41	39	3	9	103	5	14	27					
Gate Count	5218	6136	6267	5546	5506	2850	3040	3080					
Total Patron Visits	7,379	8,966	8,825	8,321	7,649	5,159	5,285	5,526	0	0	0	0	57,110
ILL Requests	15	18	19	20	9	16	16	16					
ILL Borrowed Items	15	18	19	20	9	16	16	16					
COLLECTION													
New Books Added	38	226	132	159	68	181	126	160					
Audiobooks Added	0	6	3	3	6	7	7	0					
DVDs Added	2	18	3	9	2	11	22	3					
Total Items Added	40	250	138	171	76	199	155	163	0	0	0	0	1192
Items Discarded	86	144	92	144	21	206	360	212					
PROGRAMMING													
Children's Programs 0-5 yea	3	0	9	9	7	3	4	8					
Children's Attendance 0-5 y	120	0	164	174	152	141	91	182					
Children's Programs 6-11 ye	1	0	1	3	1	2	1	2					
Children's Attendance 6-11 y	25	0	22	705	27	86	14	123					
Teen Programs 12-18 years	1	0	1	4	1	4	1	1					
Teen Attendance 12 -18 yea	1	0	2	69	2	8	10	5					
YS Passive Programs	3	2	2	5	4	3	4	4					
YS Passive Participation	120	81	158	115	57	54	98	216					
Adult Programs	1	3	2	4	2	2	3	1					
Adult Attendance	4	107	63	895	25	12	57	7					
OUTREACH													
Number of Visits							3	4					
Number of attendees							89	121					
Number of Drop visits							0	0					
Number of attendees							0	0					
TECHNOLOGY USAGE													
Public Computers	212	243	252	202	249	178	180	222					
WI-FI	47	50	59	55	48	44	50	49					
COMMUNITY VOLUNTEERING													
Volunteer Hrs (Adult)	35	132.5	116	135.5	187	139	136	105					
Volunteer Hrs (Teen)	0	0	0	0	0	4	0	0					
Total Volunteer Hrs	35	132.5	116	135.5	187	143	136	105	0	0	0	0	0
ONLINE RESOURCES													
Brainfuse/Help Now	0	0	0	0	0	0	0	0					
Brainfuse/Job Now	0	0	0	0	0	0	0	0					
Heritage Quest	15	0	0	11	104	1	212	2					
Mango Languages	2	9	9	7	14	15	11	15					
Pebble Go/PebbleGoNext	0	0	3	5	0	8	23	14					
Niche Academy	2	42	0	1	0	9	4	2					

PARKS AND RECREATION

Ruidoso Schools MOU
MAINTENANCE AND FINANCES

- Staff cleaned parks and restrooms, (91-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



Photo Courtesy Mark Stambaugh

$1,343.16

91 TOTAL HOURS

Parks and Facilities
PROJECTS BY NUMBERS

- Staff cleaned and maintenance parks, and buildings. 1200-man hours.
- Staff picked up trash on medians, parks, free parkings, and cleaned graffiti, 75-man hours.
- Staff took down Christmas Decorations in the park, 340-man hours.
- Staff moved docks, 10-man hours.
- Staff disassembled the Ice-Skating Rink, 104-man hours.



1,729 TOTAL HOURS

Photo Courtesy Mark Stambaugh

Keep Ruidoso Beautiful

- The Keep Ruidoso Beautiful Committee Meeting was cancelled for February.

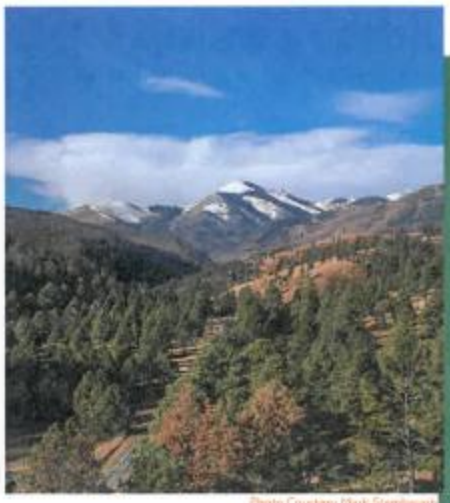


Photo Courtesy Mark Stambaugh

Programs & Activities

YOUTH AND COMMUNITY ACTIVITIES

- The Youth Basketball Season for the 9 through 14-year-olds is going smoothly with games occurring on Mondays and Saturdays. Practices are on Tuesdays through Fridays after school hours.
- Preparations for the March 9th-13th Lifeguard class are underway.
- Preparations for the Keep Ruidoso Beautiful booth at the Maze of Life are commencing, with plans to continue teaching the 8th graders about recycling, litter control, and trash mitigation.
- Midtown Market planning has also started, with several vendors eager to start again.









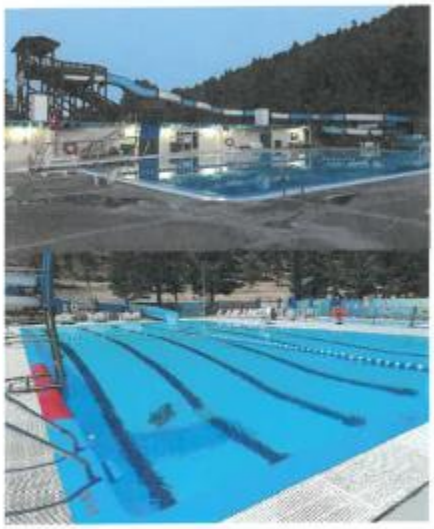
RUIDOSO PARKS & RECREATION

PROGRAMS & ACTIVITIES

Public Pool Update

- Chemical controller pumps and impellers are shut down and drained.
- Pumps and impeller's are started frequently to prevent seizing up.
- The pump room heater was repaired and started up.
- The pool is partially chlorinated, drained and was covered up for the winter
- Outdoor furniture are stored inside the facility for the off-season.
- The climbing wall was repaired and is stored for the winter.
- The main circulation pump has a leak and needs to be checked and repaired.
- Outside door covers were installed to keep the cold out.
- A new pool filter tank was installed and will be inspected for functionality February
- New Filter discs and filter screens were purchased for the new filter tank
- Several Roof leaks were detected and need to be repaired as soon as possible.
- Several gallons of Roof sealer were ordered to seal the swimming pool roof.

RUIDOSO
PARKS & RECREATION
LIVING IN NATURE'S PLAYGROUND





POLICE DEPARMENT

Dispatch all calls for service

Total Calls for Service- 1,437

Total Positions Available- 11
Total Positions Vacant- 3
Positions Hired this month- 0
Total Applications this month – 2

Patrol Division calls for service

Total Calls for Service- 687
Total Arrests made- 20
Total Citations Issued- 59
Total Reports taken- 108
Special Operations Conducted- 0

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

ACO calls for service

Total Calls for Service- 55
Citations Issued- 0
Total Reports taken- 0
Special Operations Conducted- 0

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

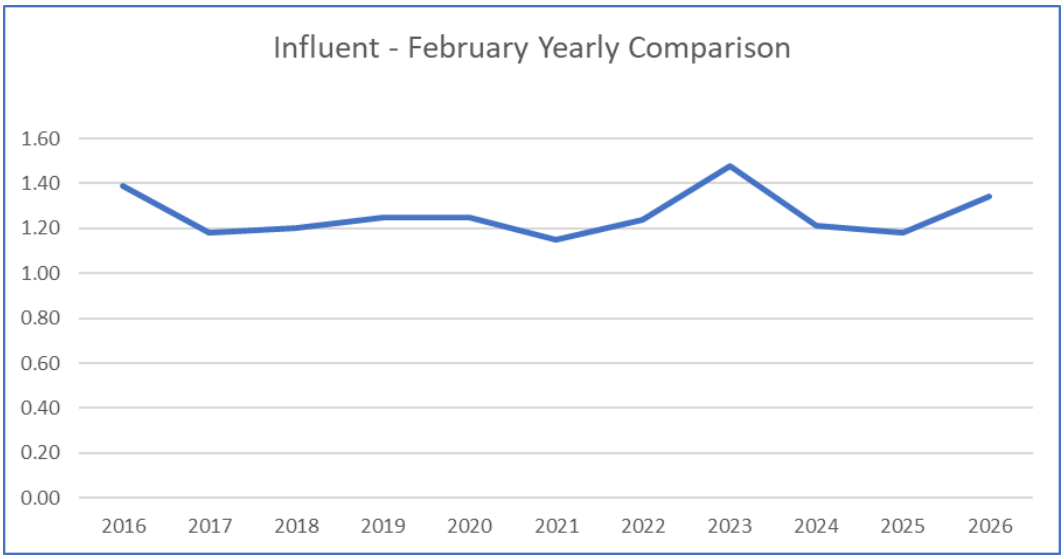
Criminal Investigations Division

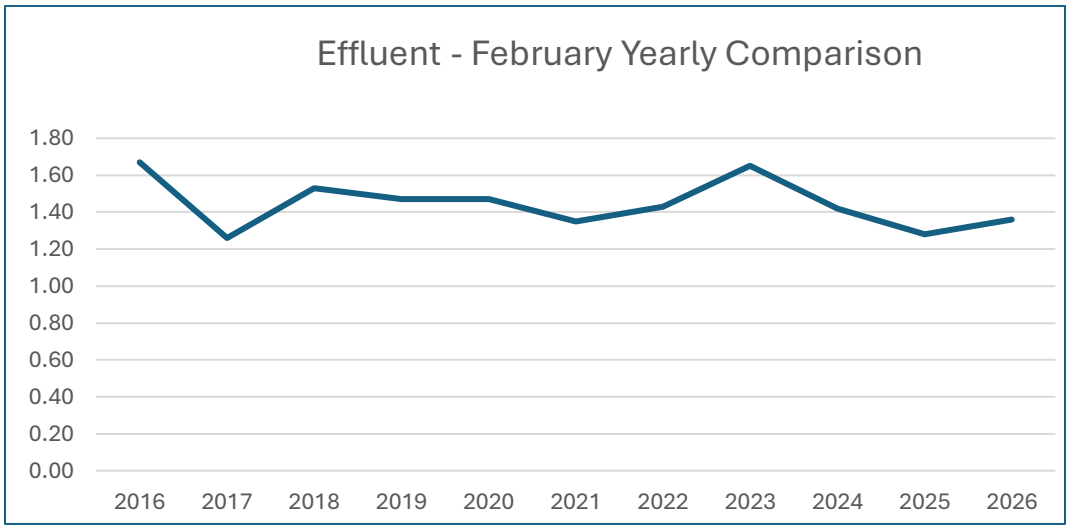
Total Calls for Service- 14
New Cases Received - 6
Pending Cases- 10
MCU Callouts – 0
Special Operations Conducted- 1 residential search warrant CPS Investigation
Backgrounds – 6

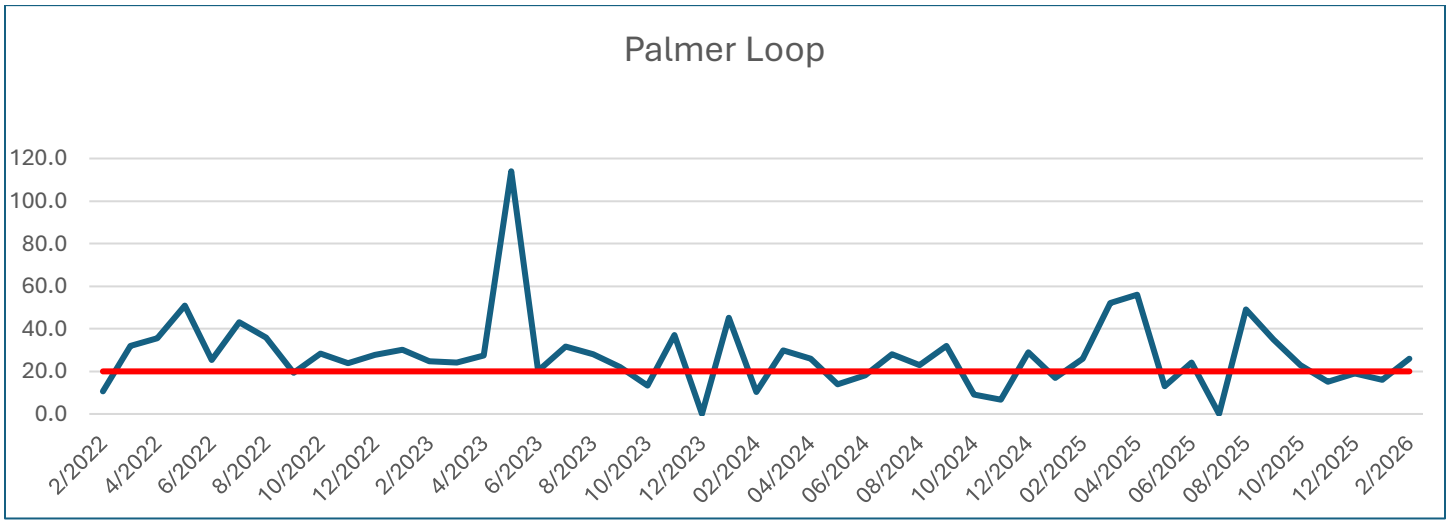
Total Positions Available- 4
Position Vacant- 1-Narcotics
Positions Hired this month- 0
Total Applications this month- 0

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
02/01/26	Sun	1.45	12.8	7.53				N/A		
02/02/26	Mon	1.50	12.8	7.05				N/A		
02/03/26	Tues	1.62	13.1	7.09				N/A		
02/04/26	Wed	1.40	12.7	7.12				N/A		
02/05/26	Thu	1.30	12.6	6.99				N/A		
02/06/26	Fri	1.37	12.5	7.15				N/A		
02/07/26	Sat	1.43	12.4	7.08				N/A		
02/08/26	Sun	1.70	12.6	7.02				N/A		
02/09/26	Mon	1.40	12.5	7.51				4		
02/10/26	Tues	1.57	12.8	7.35			1.00	1		
02/11/26	Wed	1.26	13.1	7.23	0.93	2.94		N/A	**209.1**	**153.4**
02/12/26	Thu	1.31	13.3	7.35				N/A	VSS 186.3	pH 7.69
02/13/26	Fri	1.27	13.2	7.38				N/A	VOL.89.1%	TEMP. 11.6
02/14/26	Sat	1.43	13.0	7.26	0.93	2.94	1.00	N/A	**99.6**	**98.1**
02/15/26	Sun	1.51	13.3	7.37				N/A	**%removal**	**%removal**
02/16/26	Mon	1.62	13.7	7.16				N/A		
02/17/26	Tues	1.52	13.8	7.16				N/A		
02/18/26	Wed	1.12	13.7	7.07				N/A		
02/19/26	Thu	1.18	13.7	7.08				N/A		
02/20/26	Fri	1.26	13.5	7.21				N/A		
02/21/26	Sat	1.23	13.7	7.27				N/A		
02/22/26	Sun	1.14	13.7	7.32				N/A		
02/23/26	Mon	1.14	13.8	7.20				N/A		
02/24/26	Tues	1.25	13.7	7.09			13.0	N/A		
02/25/26	Wed	1.33	13.9	7.37	1.50	2.88		N/A	**221.9**	**109.0**
02/26/26	Thu	1.39	14.0	7.28				N/A	VSS 193.8	pH 7.98
02/27/26	Fri	1.19	14.0	7.37				N/A	VOL.87.3%	TEMP. 10.8
02/28/26	Sat	1.22	14.1	7.23	1.50	2.88	13.0	N/A	**99.3**	**97.4**
MONTHLY AVG.		**1.36**			**1.22**	**2.91**	**7.00**			







SOLID WASTE

- Grapple pick up has <u>really</u> picked back up. There are lots of needles falling (this time of year) and people are out cleaning; on top of forestry compliance clearing.

- We have 3 grapple drivers running full-time.
- We are still getting illegal dumping. People are still cleaning out their homes of flood debris and others are remolding damaged property.
- We are working hard to get the cut trees, slash and needles picked up around town, we have contractors helping now and grapple drivers working overtime (4 drivers due to refuse assisting with grapple pick up after completing refuse route).

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:

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:

MONTH	GROSS LOADS	GROSS TONS DELIVERED TO T.S.	PRE TAX FEE
2024/2025			
MARCH	26	164.26	$9,847.39
APRIL	30	173.89	$10,424.71
MAY	29	171.55	$10,284.42
JUNE	20	126.55	$7,586.67
JULY	27	170.97	$10,249.65
AUGUST	23	134.50	$8,063.28
SEPTEMBER	22	104.66	$6,274.37
OCTOBER	15	98.10	$5,881.10
NOVEMBER	23	149.22	$8,946.34
DECEMBER	30	166.08	$9,956.50
JANUARY	30	173.07	$10,375.55
FEBRUARY	24	150.84	$9,042.86
	299	**1,783.69**	**$106,932.84**

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**

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 February 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		0.00	$0.00	0
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	**6,343.63**	**$110,160.70**	**277**

STREETS

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

- Signs: Tularosa Trace, Starlite

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

- Haul Dirt/ Aggregates/Cold Mix/Millings: Hauling Millings from Airport
- Jersey Barrier/Orange Barriers: Chipmunk/Main, Brady Canyon/Ponderosa
- Shoulder Work/Pick up Debris/Driveway Repair: White Mountain
- Road Repair/Maintenance: Ongoing in flood zones

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

- Clean Ditches/Culverts/Debris Dams: 513 Grindstone
- Repair/Install Berm/Swale/Install Culvert: 36" Brady/Ponderosa
- Clean/Repair/ Drop Inlet/Debris Dam: Village wide, Topside
- Repair/Patch Culverts: Wimbelton

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

- Haul Millings: Still Hauling Millings from Airport Road
- Street Cuts: Chelsea, North, Sarah, Country Club, Main, Country Club/Rio, Apache Hills
- Cold Mix fills: Leon Farrar

Sweeping Streets:

- Swept: Sudderth

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

- Blade Work/Gravel/Base Course/Millings: Wilson Road
- Blade/ Skin Patching: 173 Brady Canyon, Juniper, 806 Main
- Driveway Plow/Flood Damage: 304 Racquet

Pothole Patching:

- 5th/Keyes, Main, Rio, Randle, Embdy, Sudderth/Navajo, Innsbrook, Sunny Slope, George P White

Material Usage Totals:

- Hot Mix: 194.72 Tons
- Millings Hauled from Airport: 2445.7 Tons
- Bagged Cold Mix (50lb bags): 43
- 1/2 Rock: Wilson Road – 40 ½ tons

COOP Project: Flume Canyon

- Paving: Buckingham
- Skin Patch: Buckingham

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

- Traffic Control for Contractor
- Traffic Control for Solid Waste on Paradise Canyon

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

- Repair/Install/Reflectors/Delineators: Main Bridge #2

Street Department News:

- Clean & Maintenance Equipment & Truck
- All Staff to Lock Out Tag Out Training
- Pictures & Auction Paperwork
- Picked up Dump Truck from being repaired
- Hauled Laydown for repair in El Paso
- 3 Staff to Smoke School - Albuquerque
- Measured Width of several Streets
- Pick up Half Duce from Airport
- Staff doing online Harassment Training

Driveway Permits:

- Driveway Permits: 600 Main, 113 N Candlewood, 115 Palo Alto

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

Future / Ongoing: Assignments and Projects are as follows:

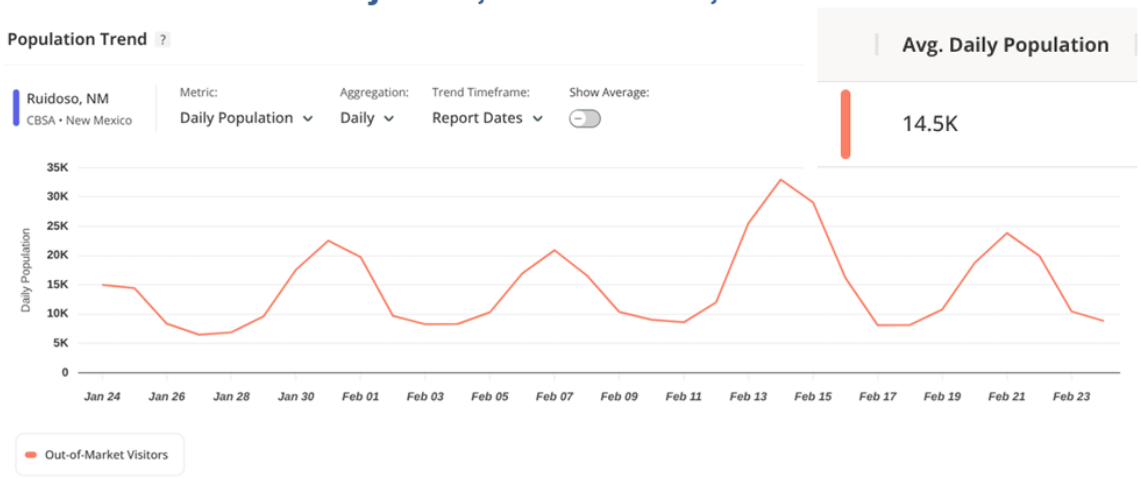
Project # & Location:	Project Funds:	Type of Fund Recv'd	Completion Deadline:	Current Status:
COOP 23-24	Application to be submitted 2/14/23 To council Asking 25% $76,212.00 75%$228,636.00 Total=$304,848.00	**Received: $257,077 VOR 25% $64,269 NMDOT 75% $192,808**	~~12/31/2024~~ ~~12/31/2025~~ 12/31/2026	Resolution to council for approval of support 2/14/23. Submitted Applica8/12/24tion to NMDOT 2/22/23. Awarded Funding 06/06/23. Due to Southfork Fire & Burn Scar Flooding VOR requested NMDOT for 1 yr. extension of project, NMDOT granted extension. R Sena requested to extend project due to flooding area of this project. NMDOT approved extension request. Village Manager requests another extension due to the above same reason, NMDOT granted the extension again.
MAP 2025	Application submitted 2/16/24 to Council Asking 25%$94,491.25 75%$283,473.75 Total=$377,965	**Received: $377,965 VOR 25% $94,491 NMDOT 75% $283,474**	6/30/2026	Resolution to Council for approval of support 2/06/24. Submitted Application to NMDOT 2/16/24. 7/2024 Awarded funding
COOP 2025	Application to be submitted 2/16/24 To council Asking: 25% $83,591.25	**Received: $334,365.00 VOR 25% $83,591**	~~12/31/2025~~ 12/31/2026	Resolution & Application to council for approval of support 2/06/24. 2/16/24 submitted application to NMDOT. 7/2024 awarded funding. Village Manager has requested an extension of project due to

	75% $250,773.75 Total=$334,365.00	**NMDOT 75% $250,774**		ongoing flooding disaster from South Fork Fire of 2024.NMDOT granted the extension request for 1 year.
COOP 2026	Application to be submitted 2/16/25	**Didn't get funded**		Resolution & Application to council for approval of support 2/11/25. 2/26/25 submitted application to NMDOT
MAP 2026	Application to be submitted 2/16/25	**Didn't get funded**		Resolution & Application to council for approval of support 2/11/25. 2/26/25 submitted application to NMDOT.
COOP 2027	Application submitted 2/13/26			Resolution & Application to council for approval of support 2/10/2026. 2/13/26 submitted application to NMDOT
MAP 2027	Application submitted 2/13/26			Resolution & Application to council for approval of support 2/10/2026. 2/13/26 submitted application to NMDOT

TEAM TOURISM

VISITOR TREND: BY MONTH

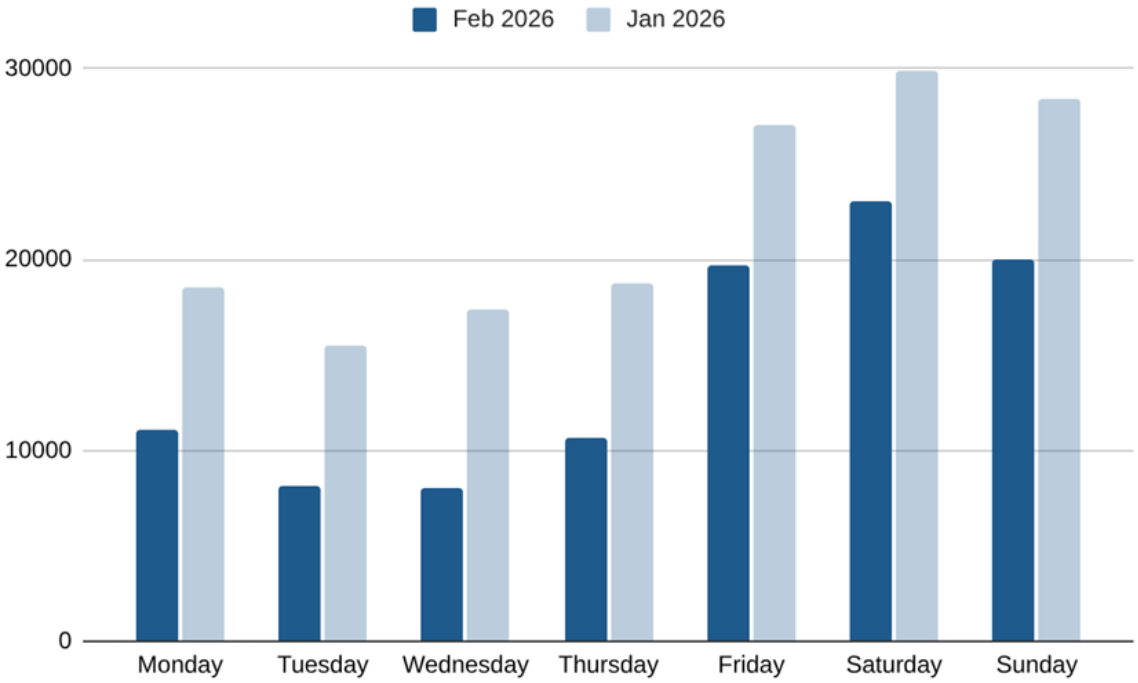
JAN 24, 2026 - FEB 24, 2026



Average daily population down by 6,800 visitors M/M and down by 1,300 visitors Y/Y.

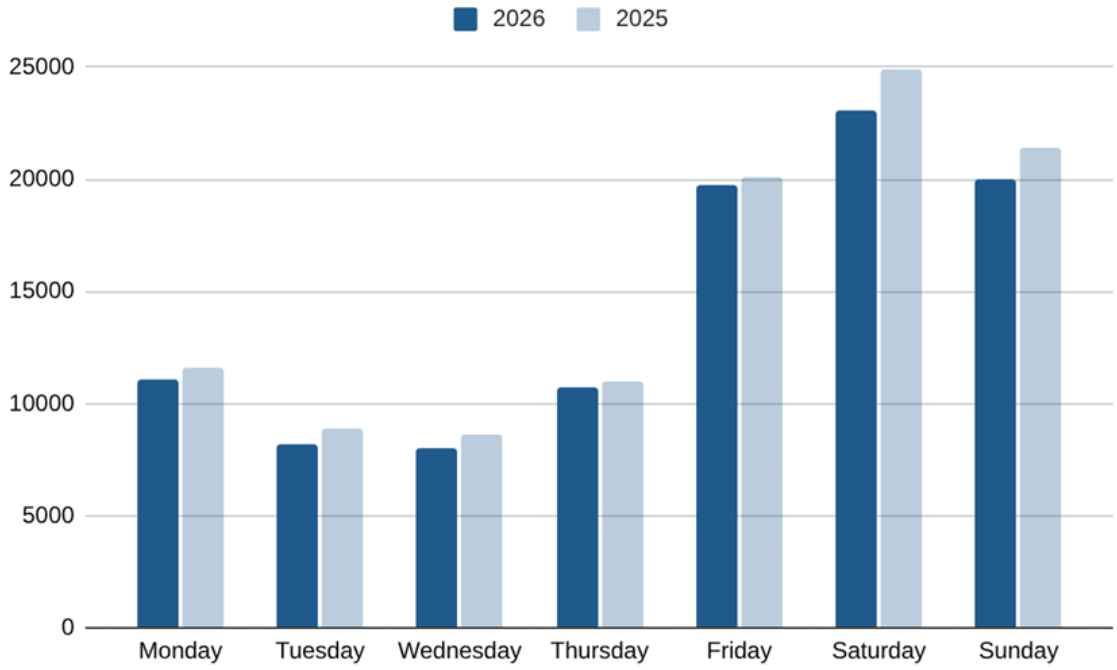
VISITOR TREND: BY DAY - M/M

JAN 24, 2026 - FEB 24, 2026



VISITOR TREND: BY DAY - Y/Y

JAN 24, 2026 - FEB 24, 2026

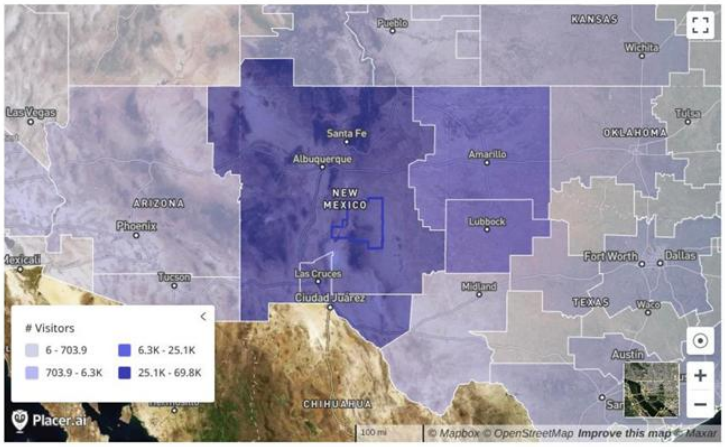


VISITOR TREND: NON-RESIDENT ORIGINS

JAN 24, 2026 - FEB 24, 2026

Ruidoso, NM
CBSA • New Mexico

Metric: Visitors | View: # of Visitors | % of Visitors | YoY Change | Aggregate By: DMA



DMA	Visitors (% of Total)
Albuquerque-Santa Fe New Mexico	69.8K (37.1%)
El Paso (Las Cruces) Texas	53.5K (28.4%)
Amarillo Texas	8.2K (4.4%)
Lubbock Texas	7.2K (3.8%)
Odessa-Midland Texas	5.4K (2.9%)
Denver Colorado	4.5K (2.4%)
Dallas-Ft. Worth Texas	3.5K (1.8%)
San Antonio Texas	2.8K (1.5%)

No change from previous period with top 8 markets remaining the same.

TOP PLACES VISITED: NON-CHAIN

JAN 24 2026 - FEB 24, 2026

Top Visited Places

Ruidoso, NM
CBSA • New Mexico

Category: All Categories | Area: In Market | Location Type: Non-Chains Only

Rank	Name	City	Total Visitors
1	Downshift Brewing Company - Riverside 2704 Sudderth Dr, Ruidoso, NM 88345	Ruidoso	5.4K (2.9%)
2	Noisy Water Winery (The Cellar Uncorked) 2342 Sudderth Dr, Ruidoso, NM 88345	Ruidoso	5.2K (2.7%)
3	Farley's Food Fun & Pub 1200 Mechem Dr, Ruidoso, NM 88345	Ruidoso	4.7K (2.5%)
4	Books Etcetera 2340 Sudderth Dr, Ruidoso, NM 88345	Ruidoso	3.7K (2%)
5	Alto Cafe 810 State Highway 48, Alto, NM 88345	Alto	3.5K (1.9%)
6	Ruidoso Bowling Center 1202 Mechem Dr, Ruidoso, NM 88345	Ruidoso	3.1K (1.6%)
7	Rio Grande Grill and Tap Room 441 Mechem Dr, Ruidoso, NM 88345	Ruidoso	3K (1.6%)
8	Ruidoso Convention Center 111 Sierra Blanca Dr, Ruidoso, NM 88345	Ruidoso	2.4K (1.3%)
9	Brewer 420 W 1st St, Capitan, NM 88316	Capitan	2.3K (1.2%)
10	Log Cabin 1074 Mechem Dr, Ruidoso, NM 88345	Ruidoso	2.2K (1.2%)

VISIT WIDGET USERS

JAN 24, 2026 - FEB 24, 2026

Total Users	Avg Session Duration	Total Sessions	Pageviews	iOS Downloads	Android Downloads
12,152	0m 41s	19,651	59,304	275	77

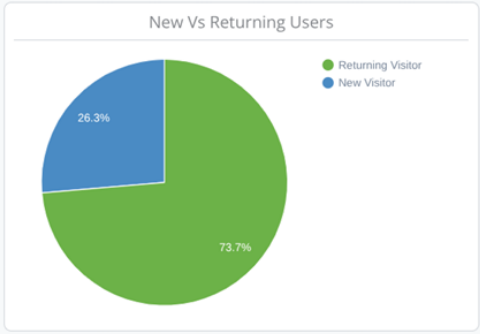
Total Users	Avg Session Duration	Total Sessions	Pageviews	iOS Downloads	Android Downloads
8,289	0m 50s	10,710	40,160	161	53
▼ 25% From Dec 23 - Jan 23	▼ 27% From Dec 23 - Jan 23	▼ 42% From Dec 23 - Jan 23	▼ 26% From Dec 23 - Jan 23	▼ 45% From Dec 23 - Jan 23	▼ 33% From Dec 23 - Jan 23



App usage down this period over previous as expected due to visitorship being down.

VISIT WIDGET USERS

JAN 24, 2026 - FEB 24, 2026



Location Information

EXPORT

	Users	New Users	Sessions	Pages / Session	Avg. Session Duration
Phoenix, AZ	669	45	1000	3.70	0m 53s
Ruidoso, NM	522	30	606	7.01	1m 38s
El Paso, TX	485	45	692	4.73	0m 55s
Albuquerque, NM	390	35	560	5.53	1m 25s
Dallas, TX	298	37	419	3.64	0m 53s
San Antonio, TX	256	14	426	2.16	0m 30s
Houston, TX	198	10	353	3.34	0m 55s
Austin, TX	162	14	230	3.14	0m 51s

New and returning app usage down this period over previous as expected due to visitorship being down. Market locations are consistent period over period.

VISIT WIDGET USERS: TOP PAGES VISITED

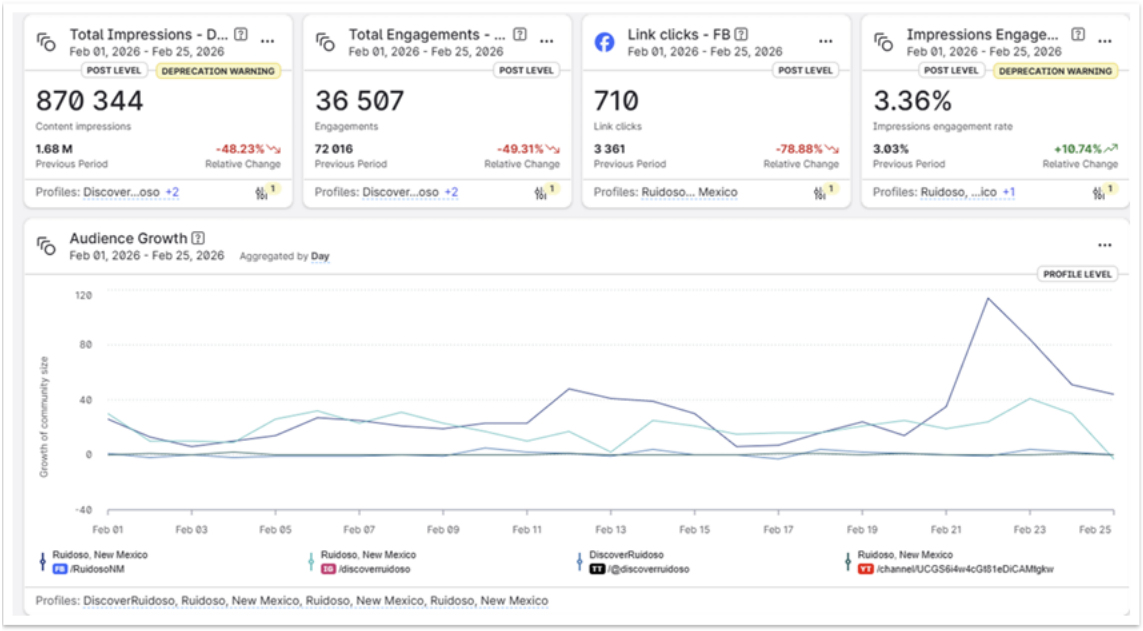
JAN 24, 2026 - FEB 24, 2026

Item Title	Views
Grindstone Lake	78
Screaming Eagle Mountain Coaster at Ruidoso Winter Park	63
Annual Vines In The Pines Art and Wine Festival at the Ruidoso Convention Center	61
Winter in Ruidoso – From Alpine Thrills to Fireside Chills	58
Celebrate Valentine's Day in Ruidoso	45
Yeti Fest at Ruidoso Winter Park	45
Scenic Gondola at Ski Apache	38
Ski Apache	32
Backcountry Attitudes	28
Blooms and Bliss: Plan Your Ruidoso Wildflower Adventure	28
Ruidoso River Trail	27
Ice Skating Rink at Wingfield Park (Seasonal, Select Dates)	26
Ruidoso Winter Park	26
Ruidoso Mural Tour	25
The Pit at Jacks Backstage	25
Alto Cafe & Bakery	24

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.

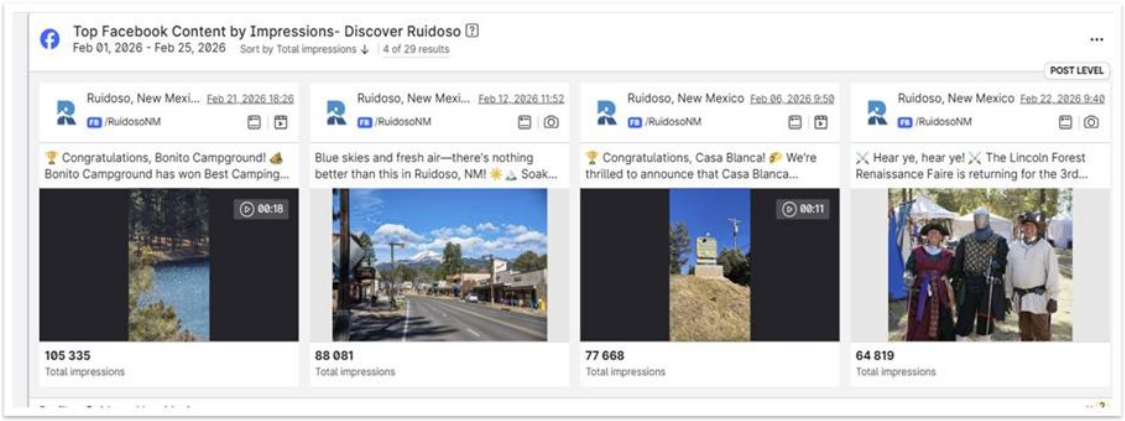
SOCIAL OVERVIEW: FEBRUARY 2026

Tourism Social Sites



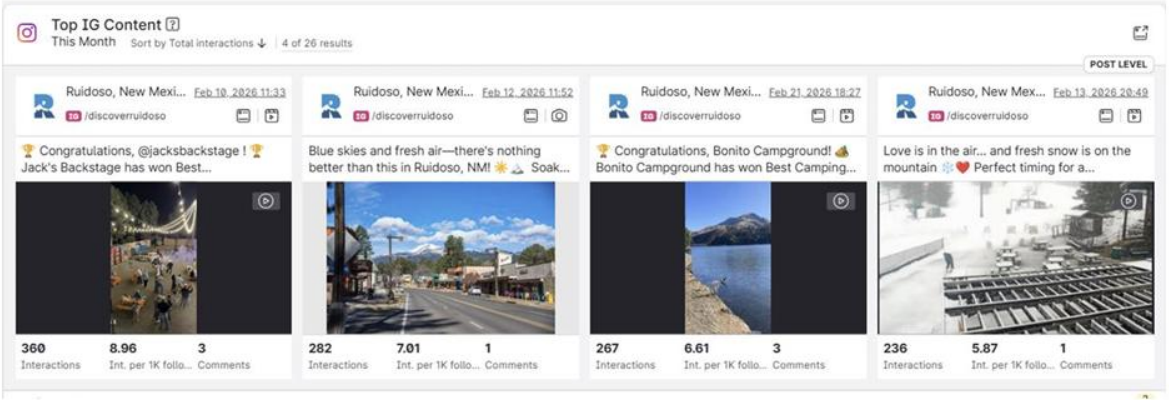
TOURISM: TOP PERFORMING SOCIAL POSTS

Top performing Facebook posts in February in terms of impressions:



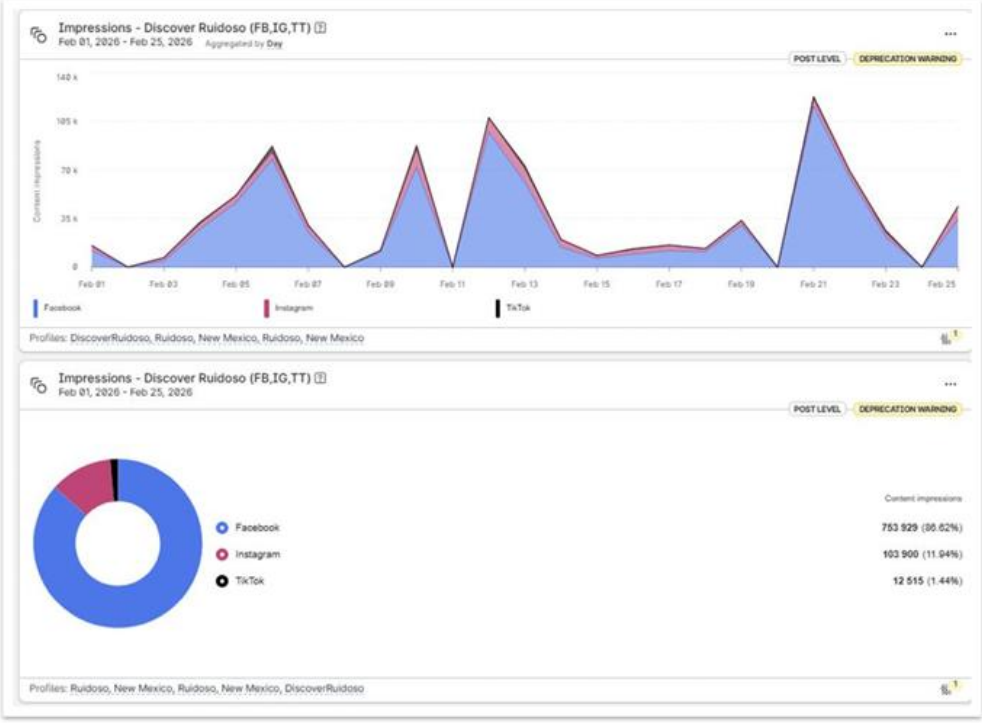
TOURISM: TOP PERFORMING SOCIAL POSTS

Top performing Instagram posts in February by interactions:



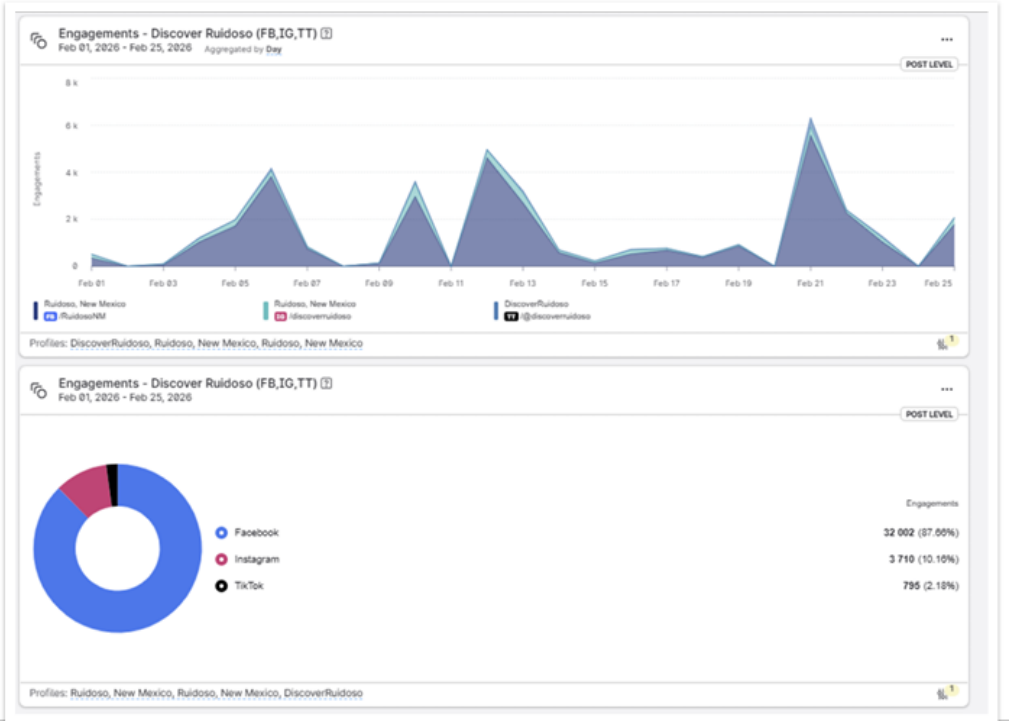
IMPRESSIONS: FEBRUARY 2026

Tourism Social Sites



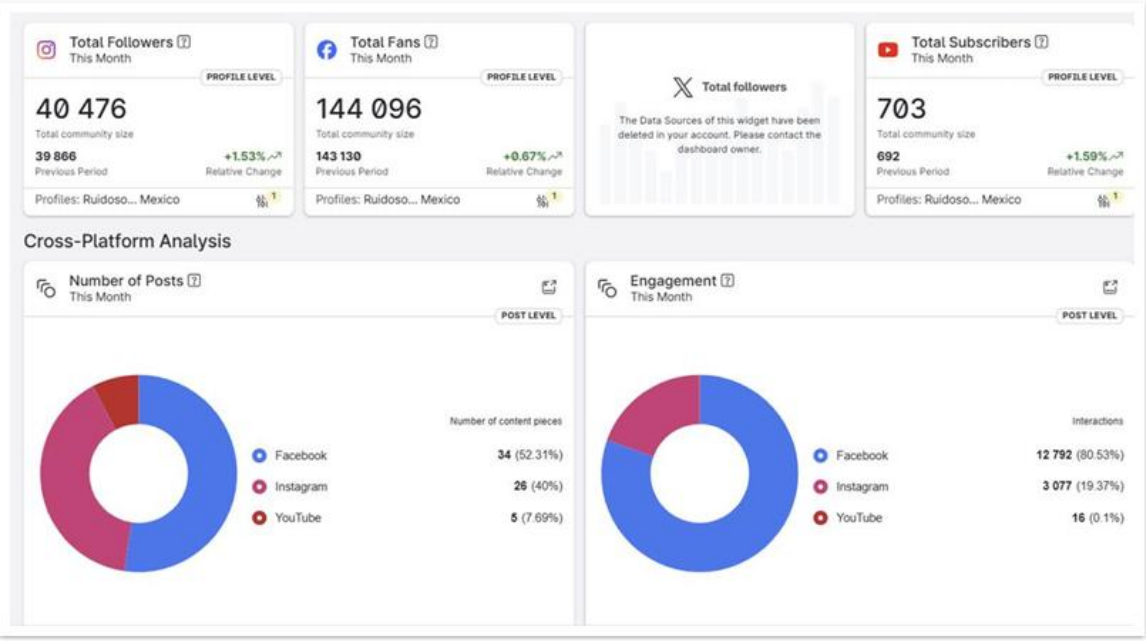
ENGAGEMENT: FEBRUARY 2026

Tourism Social Sites



TOURISM AUDIENCES

Total community of followers on Tourism social



WEBSITE UPDATES: TOURISM

- Homepage slider refreshed with seasonal and priority feature content
- Ongoing event listings updated and optimized (spring events, concerts, major races)
- New seasonal feature pages published: Romance at Hope Ranch, Ruidoso Lakes, Spring Break at Ruidoso Winter Park, and Spring Break in Ruidoso
- Continued seasonal SEO refinements across attractions, lodging, and activity pages



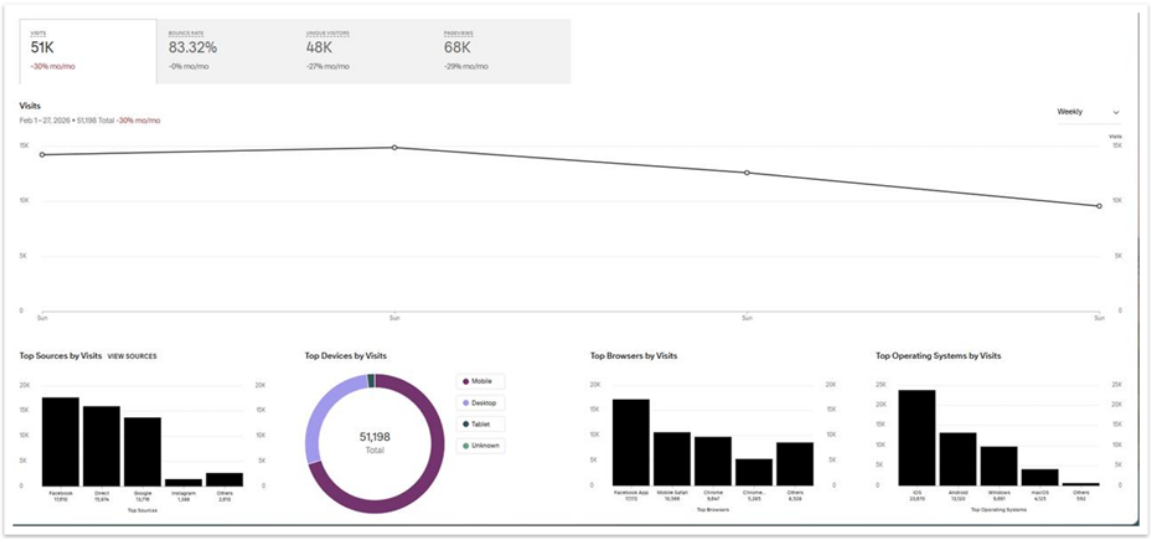
WEBSITE: TRANSLATION TOOL



We had translation requests by 131 visitors in February. In total, the tool has been used 7,978 times in the past 12 months.

The most translated page was the Webcam.

WEBSITE ANALYTICS TOURISM: FEBRUARY 2026



GEOGRAPHIC STATS
TOURISM: FEBRUARY 2026

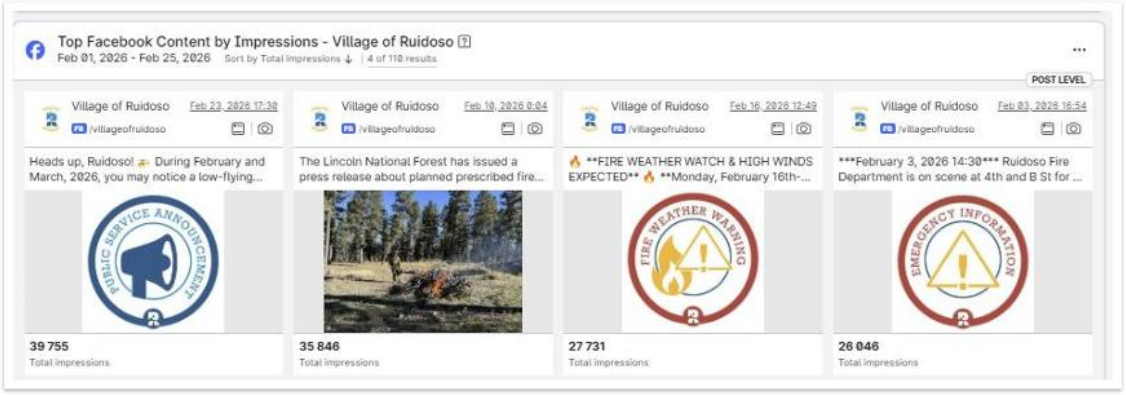
United States

United States	45,326
Unknown	13,943
Texas	13,563
New Mexico	5,559
Arizona	1,944
California	1,427
Florida	1,062
Georgia	958
Illinois	569
Colorado	498
Ohio	463
Michigan	453
Oklahoma	425

Texas continues to be our biggest audience on DiscoverRuidoso.com with El Paso driving 3,474 site visits in February. Phoenix is the top audience in Arizona with 1,944 site visits.

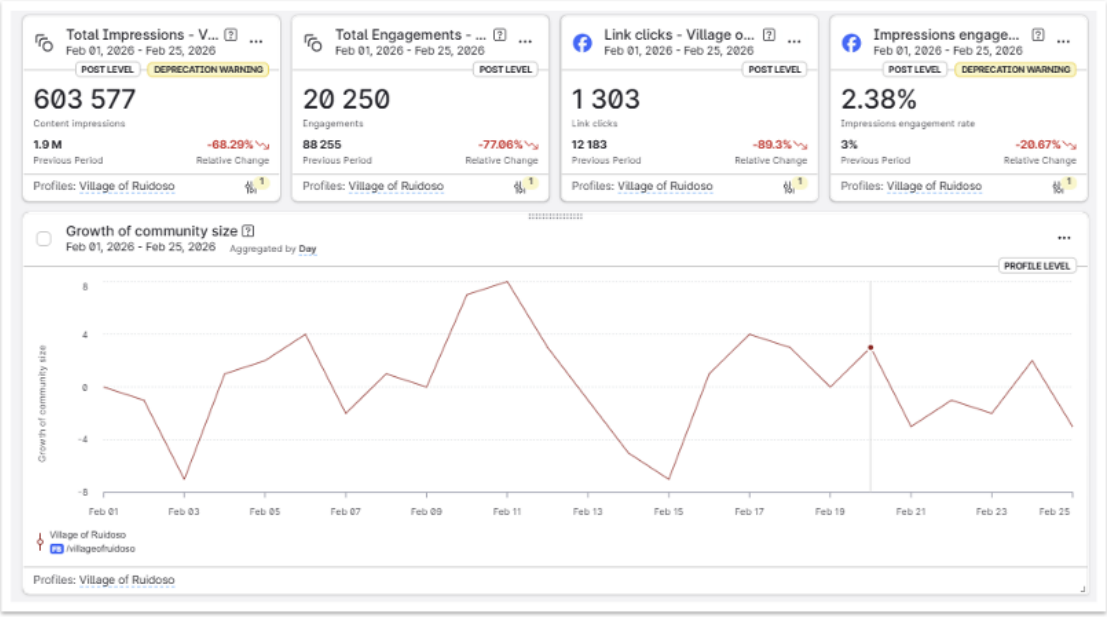
MUNICIPAL: TOP PERFORMING SOCIAL POSTS

Top performing Facebook posts in February in terms of impressions:



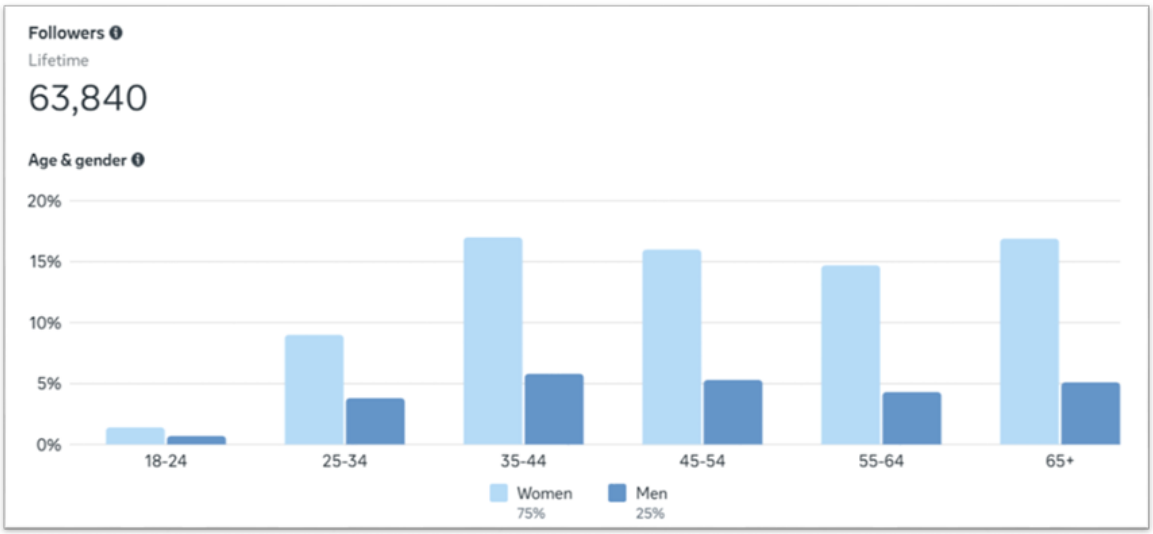
SOCIAL OVERVIEW: FEBRUARY 2026

Municipal Social Sites



MUNICIPAL AUDIENCE

Total Community of Followers - Municipal



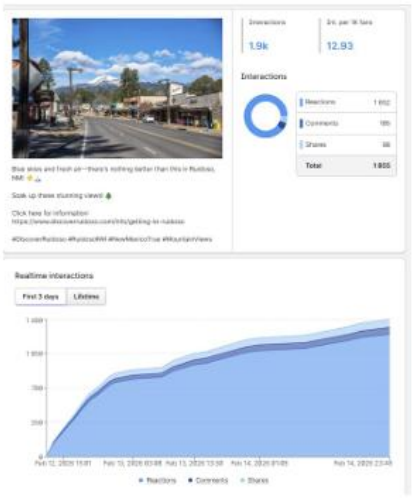
WEBSITE UPDATES: MUNICIPAL

- High Priority Updates page maintained and refreshed as needed
- Ongoing organization of events, activities and programs, alerts, emergency messaging, and recovery resources
- February news articles published covering:
  - Disaster recovery & REACH survey outreach
  - Aviation safety seminars
  - $139M waste-to-fuel project advancement
  - NOAA weather radio requirements for short-term rentals
  - Post-fire flood mitigation
  - Prescribed burn notices
  - Citizens Police Academy
  - Trail assessments



FEBRUARY SOCIAL MEDIA







FEBRUARY DIGITAL



Ruidoso News Banner
Ski New Mexico







Southwest Travel & Life



Military – Ft Bliss & HAFB



Go-NewMexico

FEBRUARY BILLBOARDS











FEBRUARY EVENTS

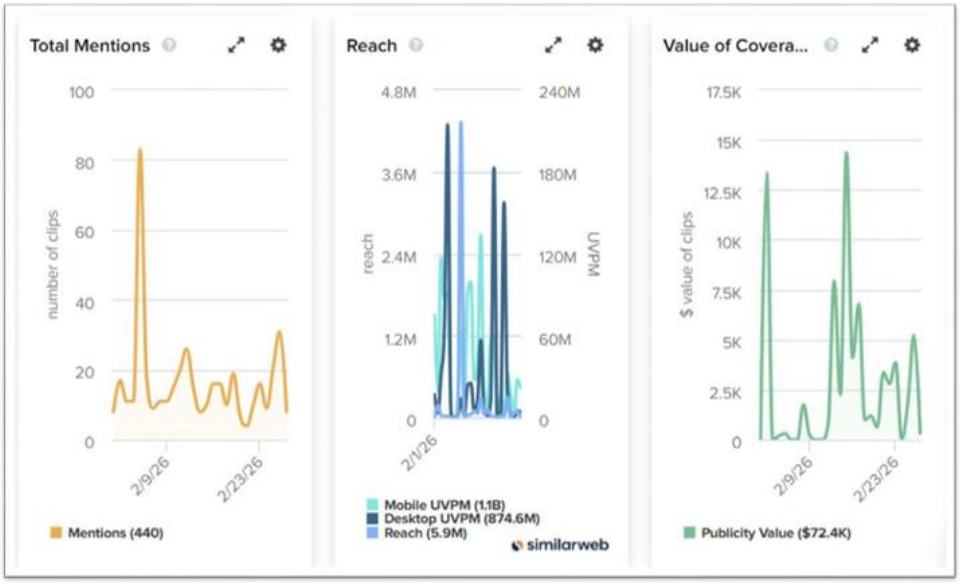


UPCOMING EVENTS





PR: FEBRUARY 2026



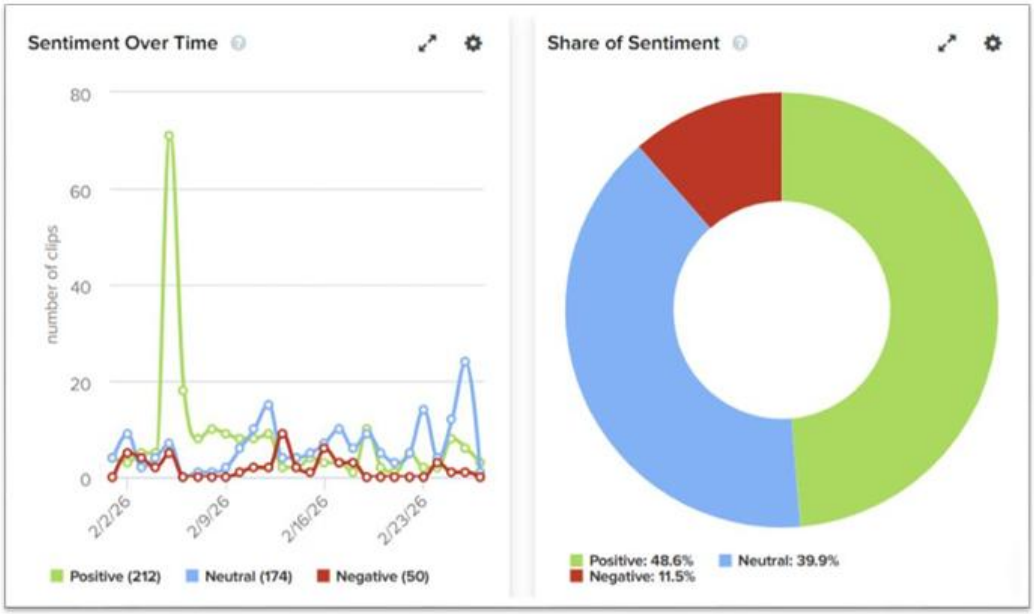
Total Mentions: Distribution of clips over time. Each clip counts as one mention

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.

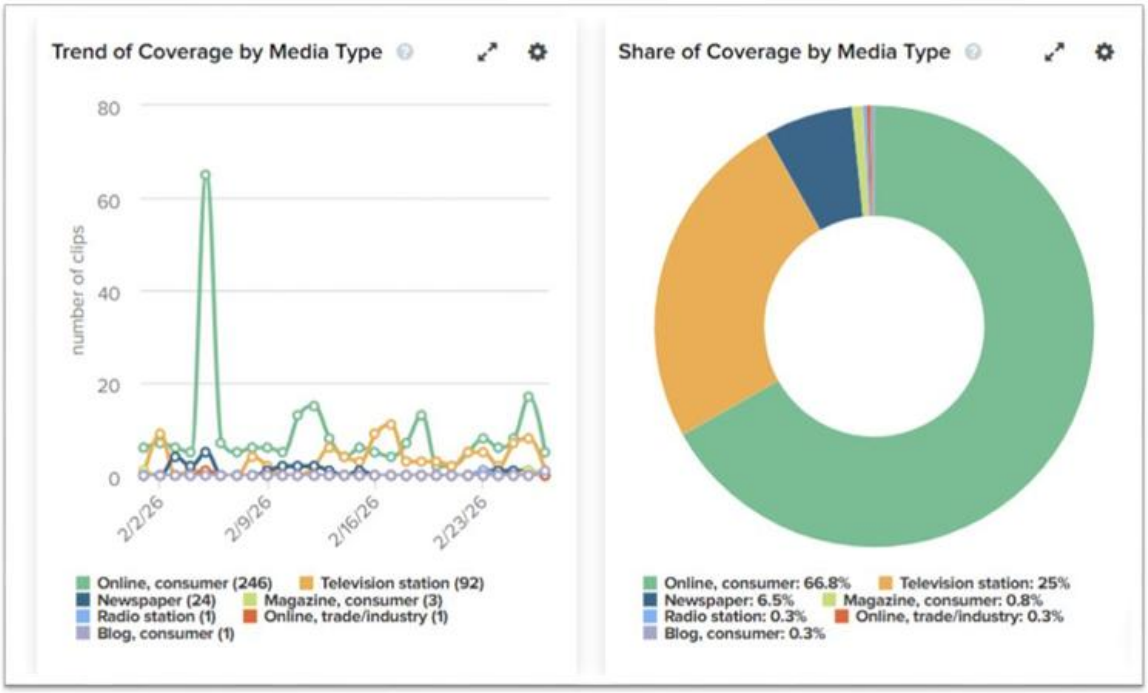
PR: FEBRUARY 2026



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: FEBRUARY 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.

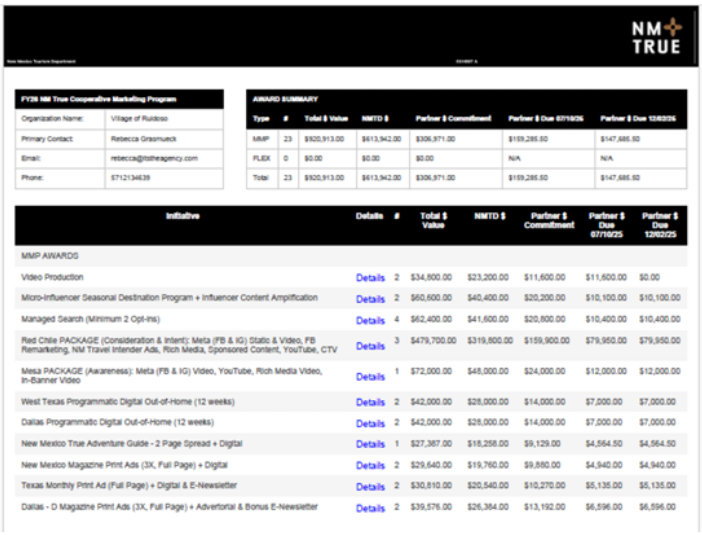
Share of Coverage by Media Type: Breakdown of clips based on their media type.

NMTD CO-OP PROGRAM FY26

Our NMTD Co-op Award for FY26 granted us a $920,913 media buy for our FY25/26 marketing.

It is a 2:1 match, so the VOR's share is $306,971 and the NMTD matches that with a $613,942 contribution.

Our Co-op ads are dormant this quarter but we have managed search actively running.



FY26 NM True Cooperative Marketing Program	
Organization Name:	Village of Ruidoso
Primary Contact:	Rebecca Grasmueck
Email:	rebecca@ttsheagency.com
Phone:	5712134639

AWARD SUMMARY

Type	#	Total $ Value	NMTD $	Partner $ Commitment	Partner $ Due 07/10/25	Partner $ Due 12/02/25
MMP	23	$920,913.00	$613,942.00	$306,971.00	$159,285.50	$147,685.50
FLEX	0	$0.00	$0.00	$0.00	N/A	N/A
Total	23	$920,913.00	$613,942.00	$306,971.00	$159,285.50	$147,685.50

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 Travel 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	$39,576.00	$26,384.00	$13,192.00	$6,596.00	$6,596.00

WATER DISTRIBUTION / WASTEWATER COLLECTIONS

Sewer crew
- Rodded feet-470
  - 20 feet- Service lines
  - 450 feet- Main lines
- Blockages- 3
  - Customer-2
  - VOR-1
- Repairs-5
  - Lines-5
  - Manhole-1
- Dye test-2
- Sewer Taps- 0

Inspectors
- Worked locates and assisted crews when needed
- Standard locates
- A total of 60 standard locates completed
- Emergency locates
- A total of 14 emergency locates completed

Water Crew
- 4- 6" c-900 repairs
- 5- 2" PVC repairs
- 3- 2" galvanized pipe repairs
- 5- 3/4 Galvi service lines
- 3- ¾" copper lines.

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 – **1500 gpm** into Grindstone Reservoir (Hollywood staff gauge is at **22.1 cfs**)
- **Alto Lake to Plant 3** – **0 gpm**
- **Grindstone Reservoir level Elevation – 6903.82 – 17.86' (from spillway)**.
- **Grindstone Reservoir** – **The level is up 28.11' from 9/11/25.**
- **Grindstone Reservoir – 1000 acre-ft (3/05/26)**
- **Grindstone Reservoir Capacity – 1639.1 acre-ft (elevation – 6921.6)**
- **Grindstone Reservoir – 325,851,000 gallons (3/05/25)**
- **Grindstone Lake Temp – 44.59 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 – 23.75' / 32.0' (Overflow)**
- **Country Club Tank – 33.33' / 40' (Overflow)**

Plant #4

- Grindstone Tank level (3 million) = **46.3' / 51.9' (Overflow)** (2/05/26).
- Raw Water - **441,000 gallons** (3/4/26).
- Water produced - **416,000 gallons** (3/4/26).
- Completed monthly fire extinguisher inspections at plant 4 on 02/20.
- Plant operators are adjusting polymer flow rates as needed.
- Actual % TOC removal was 19.2%. 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 building and installing a new fine bubble aerator at Alto Lake which is now in use.

Plant #3

- West Alto Tank level (5 million each) = **55.07' / 57.8' (Overflow)** (3/05/26).
- East Alto Tank level (5 million each) = 52.98'
- Water production – 1,157,00**0 gallons** (3/04/26).
- Raw water to plant – **1,117,000 gallons** (3/04/26).
- Alto Lake to Plant 3 – **0 gpm**
- Completed monthly fire extinguisher inspections at plant 3 on 02/20/2026.
- Eagle Creek flow – **403 gpm**.
- Generator test (without load) is every Wednesday).
- Generator test (with load) is once a month.
- Actual % TOC removal was 18.2% reduction.
- 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
- The new Mission Mydro has been installed and is functioning at Elk Meadows PRV

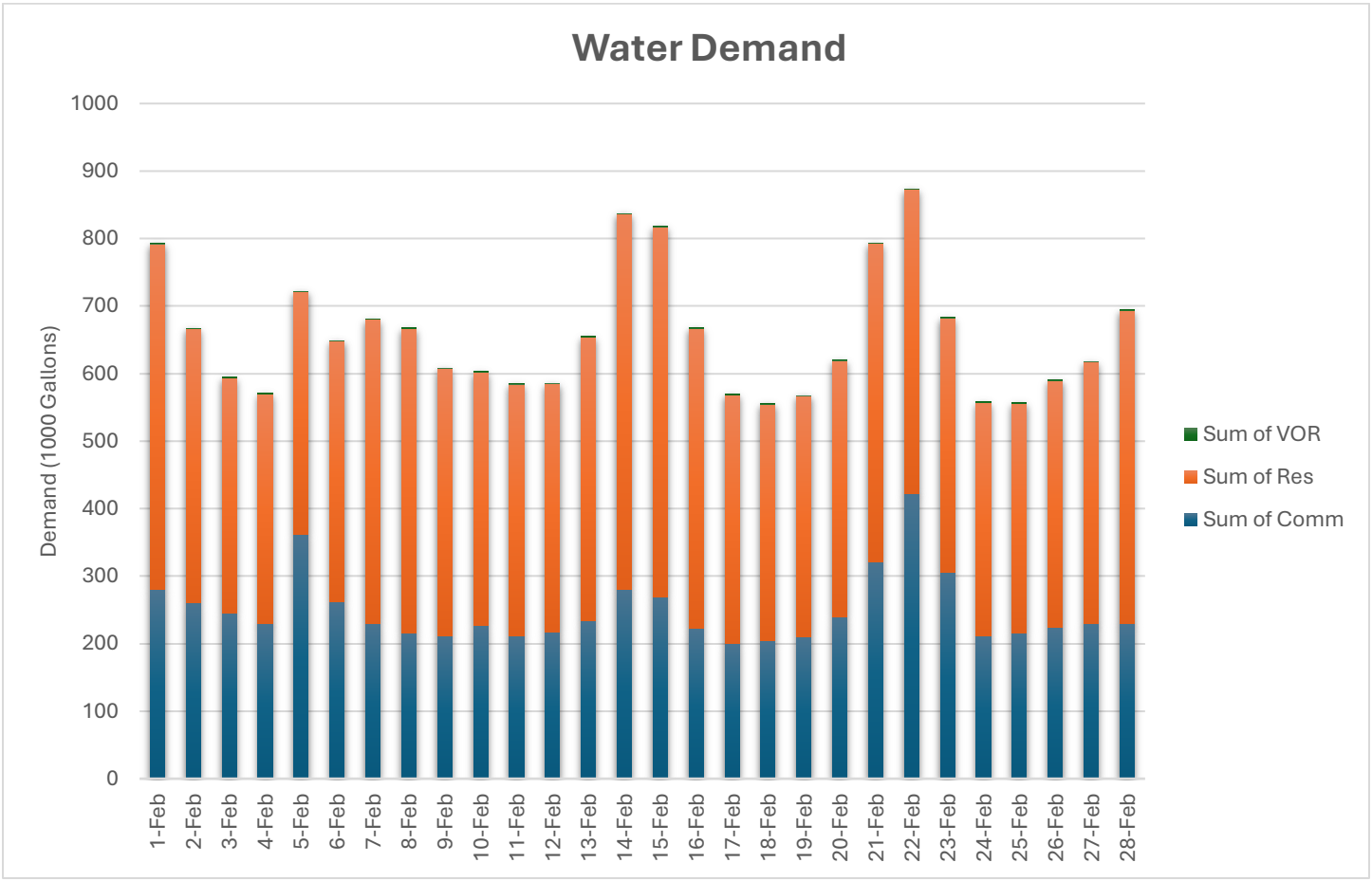
Projects

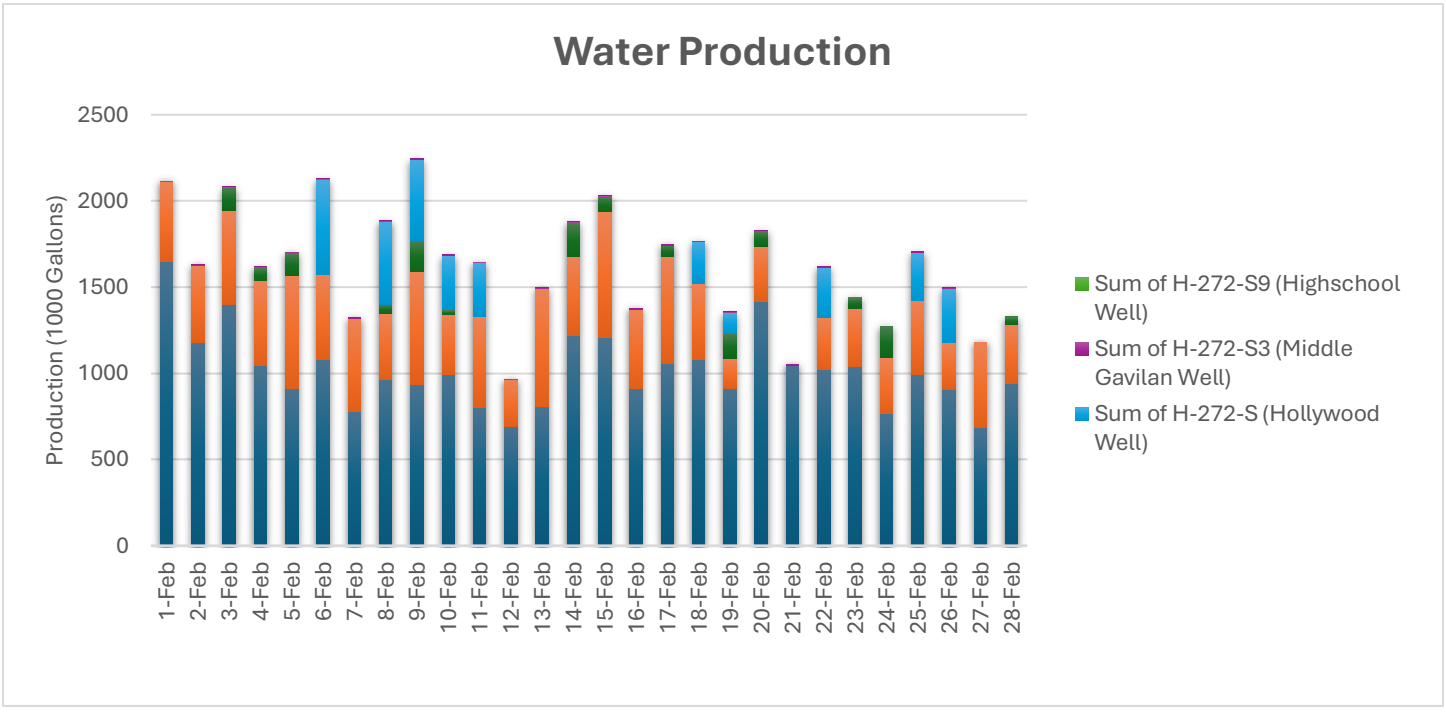
- Tank Rehabilitation Phase 2 – SMA completed the survey, completed fire hydrant testing in February
- Alto Lake Dam spillway and routing analysis – AECOM is reviewing the task order
- Rymark finished the interior wall upgrade at Plant 3 on 03/04/2026 including priming and painting

NMED/EPA/OSE

- Completed (22) Bac-T sampling for February and March.
- Completed TOC samples for plant 3 & 4.
- Completed SUVA samples.
- Submitted February MOR to NMED on 3/04/2026.
- Submitted Seepage data to NMOSE- DSB
- We have started using Diagnostic & Technology Center, Inc. Alamogordo, for Bac-T testing .

WATER RESOURCE





Two Rivers Raw Water Intake & Transmission

- Held an opening bid meeting.

- I went out to the site and took pictures.

Watershed Based Plan Project

- Met with Cobb Fendley for project updates.
- Prepared agenda for Community Meeting and sent it out to each entity.
- Sent Community Meeting agenda to Kary to post on Village website.
- Sent NMED updates on project.
- I received H&H report from engineer.

Storm Drainage Master Plan

- Met with Planning and Zoning and Cobb Fendley to discuss a 20-year plan for VOR and how it will affect storm drainage.
- 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.
- Met with Terry, Levi, and Sally to discuss water rights and diversions.

Water Audit

- Working on water audit completed - more water audit worksheets.
- Met with Allison Mazan and Russell Doss from SMA for assistance on understanding the AWWA spreadsheet.

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.

Other

- Prepared the application for the Hollywood well and submitted to Roger and Maria for review.
- Sent out the request for items for the Watershed Committee meeting.

WINGFIELD HERITAGE HOUSE MUSEUM

February at Wingfield House

- The Friends of the Museum met, along with Stephanie, to start Strategic Planning for the group. The group set mission, vision, values, and strategic goals for going forward. Members of the group also went to the Lincoln County reception in Santa Fe, taking part of our pop-up exhibit with them.
- Stephanie is working on grant language for new touchscreen interactives in the exhibits. Grant is due mid-March.
- We had 30 people show up for our Valentine's/Olympics family day on Saturday, February 14. We are also working on Family Days for the next several months and our archeological field day for second graders at the elementary school.

- We broadcast three new Ruidoso Rewind shows, including the first “Ruidoso Rewind Conversation,” a longer interview format. This month, Stephanie talked with Oliver Horn from Fort Stanton. The museum also produced 4 “Moments in American History” spots.
- Stephanie worked on a pricing policy for selling reproductions or scans of images in the collection to the public. The Cultural and Natural History committee reviewed the policy and approved of the basic terms. Policy will be written in a final draft and presented back to them for approval.
- The Parks department completed some facilities work, adding a handrail to the basement stairs, changing air filters, and sealing parts of the concrete sidewalk.
- February is a slow month for visitation. We had 109 visitors, up 84% from the same time period in 2025. 28% were from Lincoln County. We now have 3,970 collection object catalog records in Past Perfect.

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 2.

To:

Presenter(s): Alex Koenig, Community Development Director

Meeting Date: March 10, 2026

Re: Update on Clean and Lien Properties

Item Summary:

Update on Clean and Lien Properties

Financial Impact:

None

Item Discussion:

Update on Clean and Lien Properties

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 3.

To:

Presenter(s): Alex Koenig, Community Development Director

Meeting Date: March 10, 2026

Re: Update on Short Term Rental Software

Item Summary:

Update on Short Term Rental Software

Financial Impact:

None

Item Discussion:

Update on Short Term Rental Software

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 4.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: March 10, 2026

Re: Update on Lincoln County Buyout Program - Jason Burns, Lincoln County Manager

---

Item Summary:

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

Financial Impact:

None

Item Discussion:

Update on Lincoln County Buyout Program

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

PUBLIC HEARINGS - 1.

To:

Presenter(s): Yvonne Vigil, Deputy Village Clerk

Meeting Date: March 10, 2026

Re: 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.

Item Summary:

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.

Financial Impact:

None

Item Discussion:

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.

Recommendations:

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.

ATTACHMENTS:
Application - Still Wild NM LLC.pdf

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip Sanchez, Director

February 13, 2026

Certified Mail No.: 7021 2720 0001 2204 5272

Village of Ruidoso
Jini S. Turri, Village Clerk
313 Cree Meadows Rd.
Ruidoso, NM 88345
jiniturri@ruidoso-nm.gov

Lic. No. /Appl. No.: **BLA-0000016142**
Name of Applicant: Still Wild NM LLC
Doing Business As: Still Wild
Proposed Location: 2515 Sudderth Dr., Ruidoso, New Mexico 88345

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A CRAFT DISTILLER LIQUOR LICENSE WITH ON PREMISES CONSUMPTION AND PACAKGE SALES

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Trinidad Alderete Digitally signed by Trinidad Alderete
Date: 2026.02.12 15:07:21 -07'00'

Trinidad Alderete
Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 795-4942
Email: trinidad.alderete@rld.nm.gov

Enclosures:

1. Original Page 1 (Business Information *(must be signed and returned w/notices of publication)*
2. Copy of Page 2 and 3 (Premises Information)
3. Copy of the Zoning Statement
4. Copy of the Floor Plan

Alcoholic Beverage Control Division

Craft Distiller Intake Application

Application Number: BLA-0000016142

Business Information

Business Information

Business Name: Still Wild NM LLC
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX9211
State Tax ID Number: XX-XXXXX4-00-0
Business Email: justin@visitwidget.com
Business Phone: 5056601118

Contact Person Information

Contact Person Name: Justin Huffmon
Contact Person Phone: 5056601118
Contact Person Email: justin@visitwidget.com

Business Mailing Address

Mailing Street: 101 Buckner DR
Mailing City: Ruidoso
Mailing State: NM
Mailing Zip Code: 88345
Mailing Country: US

Local Option District Use Only: Local Governing Body of _____ City, County,Village

Public Hearing held on _____ 20_____ Please check one: ☐Approved ☐Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐Approved ☐Disapproved _____

Signed by Director: _____ Date: _____

Alcoholic Beverage Control Division

Craft Distiller Intake Application

Application Number: BLA-0000016142

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information

Premises DBA

Premises Doing Business As (DBA):Still Wild

Proposed Premises Physical Address

Physical Street: 2515 Sudderth Dr
Physical City: Ruidoso
Physical Zip Code: 88345
Physical State: New Mexico
Physical County: Lincoln
Local Option District: Ruidoso
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.
Specify Owner(s) of the land and building: Lance and Jazmin Roe/Box Car Alley LLC
Specify Date and Terms of Lease/Operating Agreement: March 21, 2025 3 year lease agreement with an option to renew $ 6000.00 Year 1 $ 6420.00 Year 2 $ 6869.40 Year 3 with the option of a 3-5% increase YOY

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.
Specify the zone for proposed premises location (example C-1).: C-3

Distance from nearest School

Name of School: Region IX
School Street: 2002 Sudderth Drive
School City: Ruidoso
School State: New Mexico
School Zip Code: 88345
School Country: United States
School Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: River Crossing Ministries and Event Center
Church Street: 1950 Sudderth Dr
Church City: Ruidoso
Church State: New Mexico
Church Zip Code: 88345
Church Country: United States
Church Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Craft Distiller Intake Application

Application Number: BLA-0000016142

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

☑ A license has never been issued to the location of the proposed premises.

☐ A license was once issued to the location of the proposed premises but is no longer being operated at the location.

☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.

☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Craft Distiller Intake Application

Application Number: BLA-0000016142

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Payment

Fee Name	Fee Amount
Application Fee	200.00
Resident Agent Fee	50.00
Total Fee Amount:	**250.00**

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Justin Huffmon

Date: 01/05/2026

VILLAGE OF RUIDOSO NEW MEXICO

July 29, 2025

CONFIRMATION OF ZONING REGULATIONS:
2515 Sudderth Dr. STE 9A, Ruidoso, New Mexico 88345

Per your inquiry regarding the applicability of zoning codes of the subject property within the corporate boundaries of the Village of Ruidoso, please reference the following confirmation of existing regulations.

Current Property Owners:
Box Car Alley LLC
Tenant: Justin Huffmon
Subdivision: Ruidoso Springs
Legal Description: Lot 8A, Block K

Physical Address: 2515 Sudderth Dr. STE 9A, Ruidoso, New Mexico 88345
Zoning Designation:
C-2 Community Commercial District
Property Size: 17,231 sq. ft



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

Confirmation of Zoning District Designation:

The location of the property was not found to be 300 ft of a licensed daycare, school or church establishment.

Sec. 54-70 Nonresidential Districts (b) C-2 Community Commercial District

The purpose of the C-3 Midtown Commercial District is to allow the development of commercial retail and service establishments with carefully integrated multiple-family residential, entertainment and public parking facilities in the "Midtown" area of the village. The district encourages development to take place in an intensive fashion to facilitate pedestrian circulation and to maximize the use of valuable locations and existing infrastructure and building stock. **The requested use for a distillery has met conditional use approval by the Planning Commission by a Public Hearing held on July 1, 2025. A distillery is a conditional use within the C-3 Midtown Commercial District:**

Record of Planning and Zoning Members Vote:

Rick Baugh	Aye X No__
Barton Byars	Aye X No__
Bill Hall	Aye X No__
Ron Michelena	Aye X No__
Joshua Richardson	Aye X No__
Jacob Rigsby	Aye X No__
Vickie Williams	Aye X No__

The Planning Commission, during its public hearing, approved the Conditional Use request for an artisan manufacturing, a distillery, within the C-3 Midtown Commercial District; located at 2515 Sudderth Dr., Ste. 9A, Lot 8A, Block K of the Ruidoso Springs Subdivision, with the following conditions:

1. The approval must remain compliant with Section 54-85(f)(1):

a. All activities must be conducted within a completely enclosed building.
b. Retail sales of goods produced on the property are allowed.
c. Processes and production that input or create hazardous by-products, as defined by federal regulation, in the course of manufacturing, assembly, fabrication, or materials treatment, or that uses manufacturing, assembly, fabrication, or treatment processes that create potentially hazardous impacts shall obtain a Conditional Use Permit; and

1. The applicant shall remain compliant with all State of New Mexico Alcoholic Beverage Control Division Regulations for operation; and
2. The applicant is required to meet the standards of the IBC Class F1 Occupancy for a sprinkler system installation as referenced in the 2021 IFC 903.2.4.2 prior to obtaining a business registration; and
3. The applicant shall obtain a business registration within 1 year of approval;
4. The applicant shall make no changes in plans without obtaining the Planning Commission's approval; and
5. By accepting approval of this Conditional Use, the Applicant agrees to comply in a timely manner with the standards and conditions set. Failure to comply may lead to Court enforcement.

A blank cell indicates the use is prohibited within the respective district.

Table 54.53.1 Allowable Uses

P = Permissive Use T = Temporary Use
C = Conditional Use
A = Accessory Use Blank means use is not allowed in the district

	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Agricultural Uses																
Farm and ranch					P											
Plant nursery					P											
Private stables	C				P											
Cannabis producer					P						P	P				Sec. 54-85 (a)(1)
Cannabis producer microbusiness					P							P				Sec. 54-85(a)(2)
Residential Uses																
Single family dwellings[1]	P	P			P	P	P	C					P	P		Sec. 54-85(b)(1)
Two-family dwelling	C	P	P					C					P	P		Sec. 54-85(b)(2)
Caretaker quarters								C	C	C	C	C			C	Sec. 54-85(b)(3)
Multifamily dwellings		C	P	P	P	C	C	C	C	C	C		P	P		Sec. 54-85(b)(4)
Mobile home						P	P									Sec. 54-85(b)(5)
Single section manufactured home						P	P									Sec. 54-85(b)(5)
Multi-section manufactured home[10]	P	P			P	P	P	C					P	P		Sec. 54-85(b)(1)
Group home			C	C				C	C							Sec. 54-85(b)(6)
Nursing home								C	C							Sec. 54-85(b)(7)
Hospitality/Lodging																
Hotel/motel								P	P	C	C	C		P		Sec. 54-85(c)(1)
Overnight campground									C		C	C				Sec. 54-85(c)(2)
Recreational vehicle park									C		C					Sec. 54-85(c)(3)
Food and Beverage																
Restaurant								P	P	P	C	P		P		Sec. 54-85(e)(5)
Convenience food restaurant									C	C		P				Sec. 54-85(e)(6)(a)
Tap Room/Tasting Room									P	P	C	C		P	P	Sec.54-85(e)(10)
Bar and nightclub									P	P	C	C		P	P	Sec.54-85(e)(8)

[1] Single family dwellings include site-built homes and multi-section manufactured homes that meet the standards of the New Mexico Manufactured Housing and Zoning Act, NMSA 3-21A-2.A..

Table 54.53.1 Allowable Uses P = Permissive Use T = Temporary Use C = Conditional Use A = Accessory Use Blank means use is not allowed in the district	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Commercial Uses																
Light vehicle washing establishment									C		P	P			P	Sec.54-85(d)(3)
Automobile fuel sales									C		P	P		P	P	Sec.54-85(d)(1)
Automobile, boat, motorcycle, or RV sales and rental									P		P	P		P	P	
Adult or Child Care Facility	C	C	C	C		C	C	P	P	C	P		C	P		Sec.54-85(e)(1)
Convenience food store								P		P	C			P	P	
Retail, general								P	P	P	C	C		P	P	Sec.54-85(e)(2)
Cannabis retailer								P	P	P	C	C			P	Sec.54-85(e)(3)
Cannabis testing laboratory								P	P		P	P				Sec.54-85(f)(8)
Cannabis research laboratory								P	P		P	P				Sec.54-85(f)(7)
Cannabis courier								P	P	P	P			P	P	Sec. 54-85(e)(3)(b)
On-site cannabis consumption premises								P	P	P	C					Sec. 54-85(e)(3)
Cannabis manufacturer									C	C	P	P				Sec.54-85(f)(6)
Tobacco sales								P	P	P	C			P		Sec.54-85(e)(4)
Liquor for consumption off site									P	P	C				C	Sec.54-85(e)(9)
Shopping center								P	P		P	C				
Office								P	P	P	C	C		P	P	
Personal and convenience services								P	P	P	C	C		P	P	
Financial institution								C	P	P	C	C				
Club and meeting facility									P	P	C	C				
Hospital									P		C	C				Sec.54-85(e)(7)
Medical or dental clinic									P	P	C	C				
Radio and television studio									P	P	C	C				
Printing and publishing house									P	P	C	C		P		
Media production facility									P	P	C	P		P	P	
Animal hospital and/or clinic									P		P	P		P		

Table 54.53.1 Allowable Uses P = Permissive Use T = Temporary Use C = Conditional Use A = Accessory Use Blank means use is not allowed in the district	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
															P	
Animal hospital and/or clinic with open animal runs									C		C	C		C	C	Sec.54-85(e)(11)
Kennel, within an enclosed building									P	C	P	C			P	
Kennel, with open animal runs									C		C				C	Sec.54-85(e)(12)
Adult entertainment, retail sales and/or live entertainment									C							Sec.54-85(e)(13)
Landscape nursery, retail								C	P	C	C	C		P		
Landscape nursery, wholesale or bulk sales									C		P	P		C	P	Sec. 54-85(f)(10)
Mobile Vending									C	C	C	C	C	C	C	Sec.54-85(e)(14)
Industrial Uses																
Artisan manufacturing									P	C	P	P		C	P	Sec.54-85(f)(1)
Light manufacturing									C	C	P	P		C	P	Sec.54-85(f)(2)
Heavy manufacturing											P	P			P	Sec.54-85(f)(3)
Special manufacturing												C			C	Sec. 54-85(f)(4)
Storage units								C	C		P			C	P	Sec.54-85(f)(5)
Building material sales and storage									C		P	P		C	P	Sec.54-85(f)(9)
Feed, grain and fertilizer sales and storage												P		C	P	Sec. 54-85(f)(11)
Firewood sales, splitting and storage									C		P	P			P	Sec.54-85(f)(12)
Bulk fuel sale or storage									C		P	P			P	Sec. 54-85(f)(13)
Automobile, boat, motorcycle or RV service and repair									C		P	P		C	P	Sec.54-85(d)(2)
Heavy vehicle and equipment sales, rental, service and repair											P	P			P	Sec.54-85(f)(14)
Automotive upholstery shop									P		P	P			P	
Tire sales, service and repair									C		P	P			P	
Contractor's shop and yard									C		P	P			P	Sec.54-85(f)(15)
Warehousing, storage and distribution											P	P			P	Sec. 54-85(f)(16)

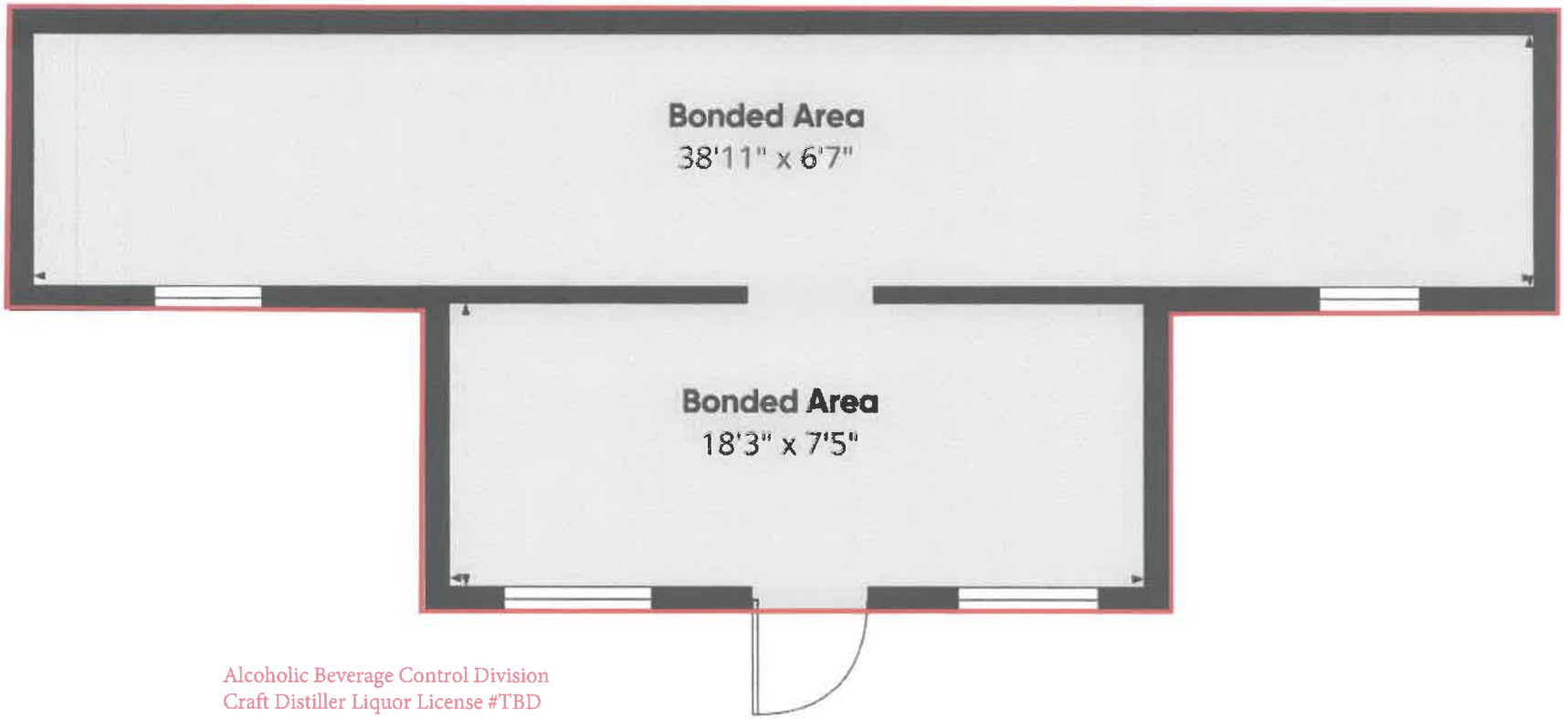
Table 54.53.1 Allowable Uses P = Permissive Use T = Temporary Use C = Conditional Use A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Metalwork and/or machine shop									C		P	P			P	Sec. 54-85(f)(17)
Glass cutting and finishing									C		P	P			P	Sec. 54-85(f)(18)
Engraving shop									P		P	P			P	Sec. 54-85(f)(19)
Towing or wrecker service											C	P		P		Sec. 54-85(f)(20)
Recycling purchase center, not including processing and storage											C	P		P		
Bulk storage of nonexplosive liquids											C	P		P		Sec. 54-85(f)(21)
Television and radio towers									C		C	P			P	Sec. 54-85(f)(22)
Public/Institutional Uses																
Church	C	C	C	C	C	C	C	P	P	C	P		P	P		
School	C	C	C	C	C	C	C	C	P	C	C			P		
Public Buildings		C	C	C	C	C	C	P	P	P	P	C	P	P	P	
Library								P	P		P		P	P		
Instructional center, other than a school									P	P	P			P		
Trade school									P		P	P		P	P	
Airport												C			C	
Recreation and Entertainment Uses																
Neighborhood Park or public open space	C	C	C	C	C	C	C	C	C	C	C	C	C	C		Sec.54-85(g)(1)
Entertainment, recreational, health and exercise facility, indoor								P	P	P	P	C		P		
Entertainment, recreational, health and exercise facility, outdoor									C			P		P	P	Sec. 54-85(g)(2)
Shooting range, indoor and outdoor									C		C	C			C	Sec. 54-85(g)(2)
Swimming pool, commercial									C	C	C			C		Se.54-85(g)(3)
Utilities/Telecommunication																
Utilities, Major	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	

Table 54.53.1 Allowable Uses P = Permissive Use T = Temporary Use C = Conditional Use A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Utilities, Minor	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Wireless telecommunications	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec.54-85(h)(1)
Accessory Uses																
Accessory dwelling unit	A												A	A		Sec.54-85(i)(1)
Caretaker unit											A	A		A	A	Sec. 54-85(i)(2)
Drive up or drive through service window								A	A		A	A		A	A	Sec. 54-85(i)(3)
Home Occupation	A	A	A	A	A	A	A	A					A	A		Sec. 54-85(i)(4)
Family Child Care Home	A	A	A	A	A	A	A	A					A	A		Sec. 54-85(i)(5)
Outdoor storage, within enclosed yard									A		A	A		A	A	
Electrical Vehicle Charging Station, Commercial or Public			A	A				A	A	A	A	A	A	A	A	Sec. 54-85(i)(6)
Temporary Uses																
Special event								T	T	T	T	T		T	T	Special events permit
Outdoor sales								T		T						Sec.54-85(j)(1)
Circus, carnival, or similar enterprise								T	T		T			T		Sec.54-85(j)(2)

Please be advised that this should not be interpreted as a guarantee of future regulations. Furthermore, zoning codes, regulations, and district designations are all subject to change by Council action subject to the requisite public hearings. Should you have any questions, contact me at 575-258-6999 ext. 1061 or email Stephanie Warren@Ruidoso-NM.gov.

Confirmed by:

Stephanie J. Warren
GIS Coordinator &Planner



Highway 48/Sudderth DR

GLA™
435.72 ft²

Alcoholic Beverage Control Division
Craft Distiller Liquor License #TBD
Owner: Still Wild NM LLC
DBA: Still Wild
Location: 2515 Sudderth Dr., Ruidoso, NM 88345
Patio and Tasting Room Square Feet 2,008.27
Bonded Area Square Feet 435.72
Green Walking Space Square Feet 3,640
Total Square Footage: 6,083.99

(1) Finished, above grade

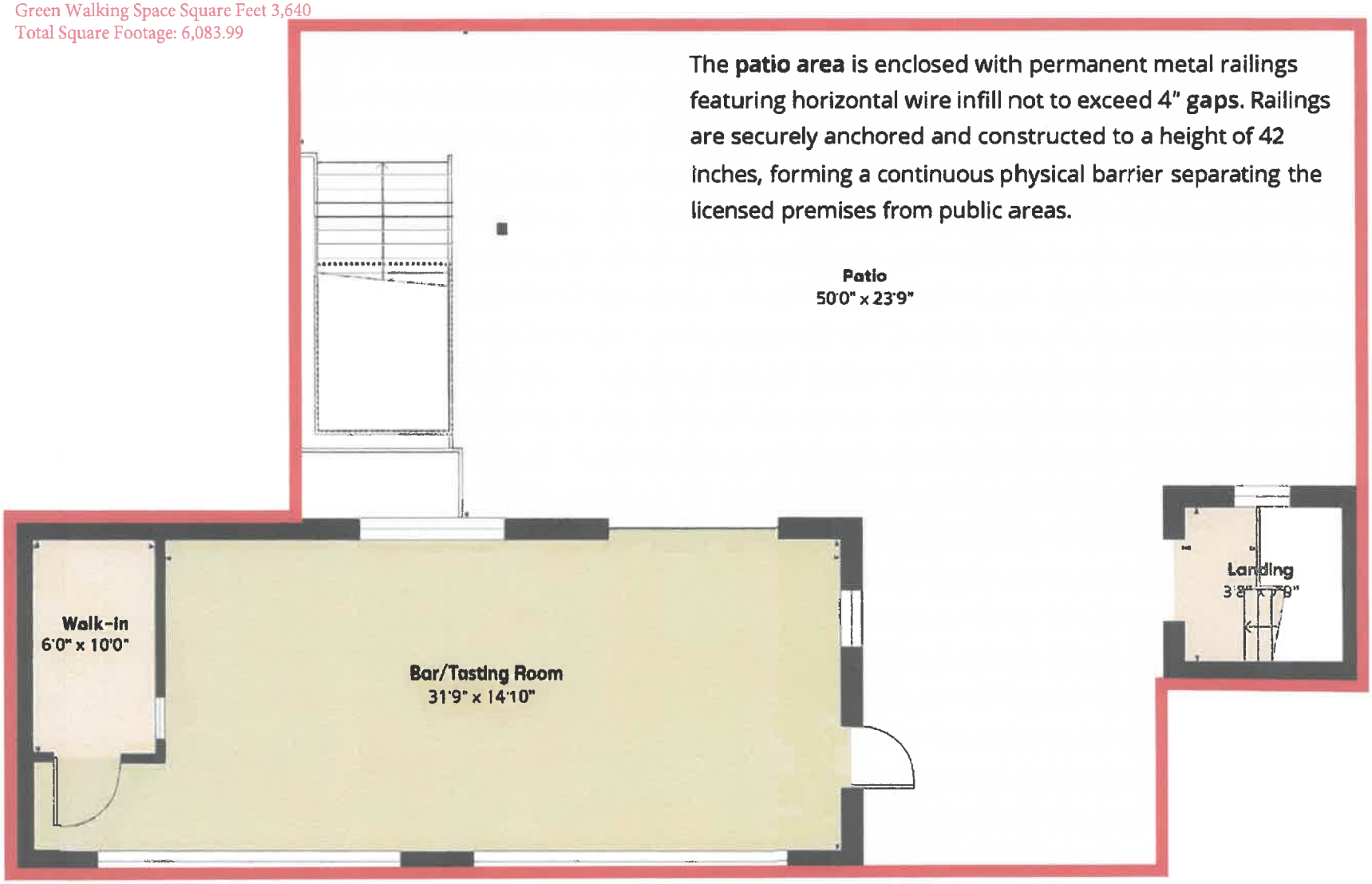
Ext. wall thickness assumed: 6 in

Calculations reference the ANSI Z765 standard. Measurements are approximate and not to scale. This floor plan is intended for illustration only.

GIRAFFE360

W
S N
E

Alcoholic Beverage Control Division
Craft Distiller Liquor License #TBD
Owner: Still Wild NM LLC
DBA: Still Wild
Location: 2515 Sudderth Dr., Ruidoso, NM 88345 Patio and Tasting Room Square Feet 2,008.27 Bonded Area Square Feet 435.72
Green Walking Space Square Feet 3,640
Total Square Footage: 6,083.99



Bar/Tasting Room

664.93 ft²

Patio

1343.34 ft²

Total Combined Square Foot

2008.27 ft2

Total Green/Walking Path Space

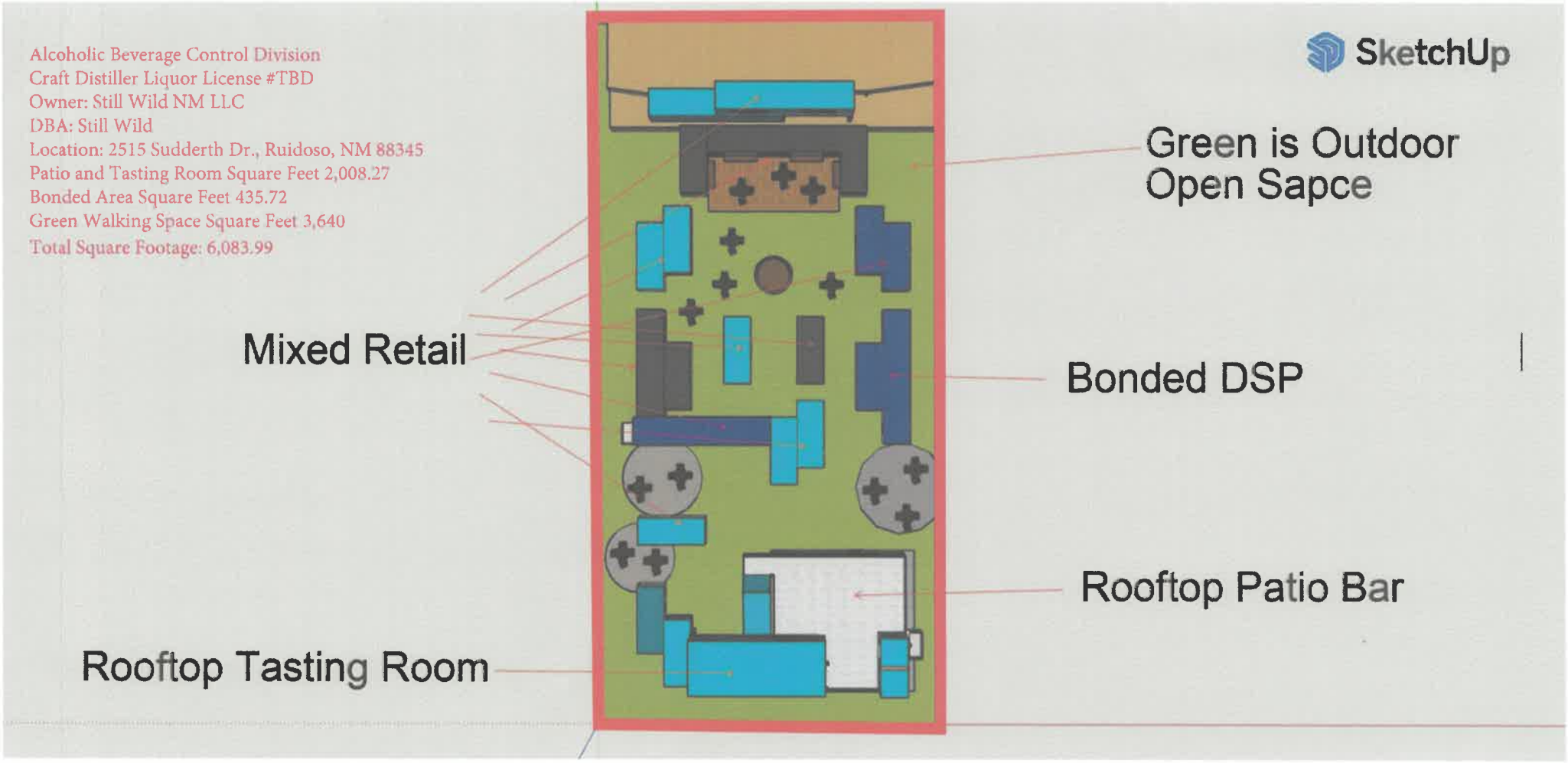
3,640 sqft

Total Combined Square Foot for Bonded, Bar/Tasting, Walking Path/Green

6083.99 Square Foot

GREEN SPACE NO SALES OR CONSUMPTION

Alcoholic Beverage Control Division
Craft Distiller Liquor License #TBD
Owner: Still Wild NM LLC
DBA: Still Wild
Location: 2515 Sudderth Dr., Ruidoso, NM 88345
Patio and Tasting Room Square Feet 2,008.27
Bonded Area Square Feet 435.72
Green Walking Space Square Feet 3,640
Total Square Footage: 6,083.99



AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 1.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: March 10, 2026

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

Item Summary:

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

Financial Impact:

None

Item Discussion:

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.

Recommendations:

To Approve 2026 Village of Ruidoso Strategic Plan.

ATTACHMENTS:
2026 Strategic Planning Report 3-9-2026.pdf

VILLAGE OF RUIDOSO STRATEGIC PLAN 2026

Mission Statement

The Village of Ruidoso is dedicated and committed to providing friendly, innovative, and quality government services which will promote a healthy and safe environment while enhancing opportunities for all citizens and visitors who live, work, and play in Nature's Playground.



TABLE OF CONTENTS

Mayor/Council/Staff	page 3
Community/Organization Description	page 4
Vision/Mission Statement	page 6
Form of Government	page 12
Executive/Administration Organizational Chart	Page 13
Public Works	page 14
Water Distribution/Wastewater Collection	page 20
Street Department	page 26
Solid Waste	page 31
Sierra Blanca Regional Airport	page 35
Forestry	page 39
Water Resource	page 45
Water Production	page 51
Regional Wastewater Treatment Plant	page 55
Police Department	page 59
Consolidated Dispatch	page 65
Police Administration	page 67
Ruidoso Fire Department	page 69
Office of Emergency Management	page 78
Legal	page 85
Clerk	page 87
Human Resource	page 91
Finance	page 96
Utility Billing	page 99
Information Technology	page 102
Capital Projects/Purchasing	page 103
Events and Strategic Partnerships	page 105
Wingfield Heritage House Museum	page 112
Ruidoso Convention Center	page 116
KRUI 1490/99.1	page 119
Team Tourism	page 123
Community Development	page 130
Parks and Recreation	page 137
Ruidoso Community Center	page 141
Ruidoso Public Library	page 145

Mayor and Council

Mayor Lynn D. Crawford, Mayor Pro-Tem Rafael "Rifle" Salas, Councilor Dr. Gary Jackson, Councilor Greg Lee Cory, Councilor Darren Hooker, Councilor Susan Lutterman, and Councilor Joseph W. Eby.

Administration

Ronald L. Sena, Village Manager
Yvonne Vigil, Village Clerk
Gina Corliss, Executive Administrative Assistant

Public Information Officer

Kerry Gladen, The Agency

Directors/Managers

Alex Koenig, Community Development Director
Levi Beaty, Public Works Director
Joshua Long, Public Works Assistant Director
Frank "Marty" Luna, Water Distribution/Sewer Collection Manager
Matthew Baird, Parks and Recreation Director
Bernadeen Herrera, Convention Center Manager
Steven Minner, Police Chief
Jason Janapolous, Deputy Police Chief
Judi M. Starkovich, Finance Director
Colin Bell, Assistant Finance Director
Cade Hall, Fire Chief
Austin Meuli, Assistant Fire Chief
Eric Queller, Office of Emergency Management
Leonard Weir, Deputy Emergency Manager
Lee Baker, Airport Manager
Dick Cooke, Director of Forestry
Cheryl Gerthe, Human Resource Manager
Denise Staab, Library Manager

Isaac Garcia, RWWTP Director
Anthony Montes, Community Center Manager
Jerry Parsons, General Services Manager
Mark Coker, Street Department Manager
Terry Yarbrough, Water Production Manager
Eddie Ryan, Manager of Events & Strategic Partnerships
Stephanie Long, Wingfield Heritage House Museum Manager & Curator

Community Description
Ruidoso is an incorporated Village in Lincoln County, adjacent to the Lincoln National Forest in the southern Sacramento mountains of South-Central New Mexico. Ruidoso is a mountain resort community close to the slopes of Ski Apache, the Mescalero Apache Tribe-owned ski resort on Sierra Blanca, a 12,000-foot mountain. The population is listed as 7,640 in the 2024 census.
The Village received its name from the Rio Ruidoso (Spanish for "Noisy River"), a small stream that weaves through the Village. From the slopes of Ski Apache to the thundering hooves at the Ruidoso Downs Racetrack, Ruidoso is the premier year-round playground in the Sacramento Mountains. Ruidoso is a tight-knit community of longtime residents, second homeowners and diverse visitors, all of which play a vital role in the day-to-day business that takes place in the Village.

Organization Description
The Village of Ruidoso, New Mexico, was incorporated on November 15, 1945, by order and proceedings of the County Commissioners of Lincoln County. Such proceedings are properly recorded in the County Commissioners' record book, pages 89 and 90. A certified copy of such proceedings is on file in the office of the Village Clerk. The first municipal election was declared and ordered for Tuesday, December 11, 1945. The Village of Ruidoso was incorporated as a Mayor Council form of government and adopted ordinances to establish the administrative offices in accordance with the State of New Mexico State Statute. The organization employs 226 full-time employees and 14 seasonal employees within 18 departments. The total annual budget revenues are $138,221,309 total budget expenditures are $142,237,449 which include special projects. The organizational charts below depict the form of government and the executive and administrative structure.

Summary of the Process

On November 12, 2019, the Village of Ruidoso Governing Body adopted the 2019 Comprehensive Plan, which serves as a high level 20-year planning document. During the development of the Comprehensive Plan input was provided by Village residents, businesses, and organizations.

In January 2026, the Village of Ruidoso conducted a two-day Strategic Planning Workshop. The workshop revisited the organization structure, mission and vision statements, and a practical approach to the successful implementation of the goals and objectives that emerged from the Village of Ruidoso's 2019 Comprehensive Plan and progress made in 2025. Tactical plans are used to engage Village Departments with goals and objectives by developing a clear, coordinated procedure across departments, prioritize actions, determine what is needed, identifying responsible parties, identifying funding sources needed, and establishing a time frame.

Vision Statement

"Living in Nature's Playground"

Village of Ruidoso Mission Statement

The Village of Ruidoso is dedicated and committed to providing friendly, innovative, and quality government services which will promote a healthy and safe environment while enhancing opportunities for all citizens and visitors who live, work, and play in Nature's Playground.

Department Purpose Statements

Airport
To provide a safe and adequately maintained transportation hub serving the Village of Ruidoso, Lincoln County, State of New Mexico, and all general aviation in a professional businesslike manner.

Capital Projects
Capital Projects will establish a standardized project management approach that will provide full support to our Village Departments with all aspects of project management while maintaining fiscal responsibility.

Clerk's Office
To constantly strive to improve the quality of service to the citizens of the Village of Ruidoso lawfully and through sound and transparent management practices while maintaining a professional and attentive staff through neutrality and impartiality while rendering equal and efficient service to all through the highest standards of integrity and work every day to build public trust in our office and our community.

Community Center
The Village of Ruidoso Community Center continues to integrate community services and programs while striving to meet our citizens' physical, psychological, social, and spiritual needs and help to improve the quality of life for our residents and long-time visitors.

Community Development

To create and implement a balanced and dynamic strategy promoting economic health and vitality for the Village of Ruidoso while maintaining the unique community character and enhancing the quality of life for residents, supporting a vibrant business environment, and offering a top tier experience for seasonal visitors and guests.

Convention Center

The Ruidoso Convention Center is home to many events which enhance the local economy and quality of life in Ruidoso. The primary focus is on booking conventions, conferences, government groups, associations, and large special events. The convention center generates revenue for the Village, Lodger's Tax, and GRT, and provides space for training and community services including being a designated Red Cross Shelter.

Finance Department

The mission of the Finance Department is to deliver timely and accurate financial reporting and provide oversight and support to Village Departments.

Fire Department

To preserve life and property, Be Safe. Be Courteous.

Emergency Management

The Office of Emergency Management (OEM) coordinates the Village of Ruidoso emergency management program to prepare for, prevent, plan for, respond to, and recover from all-hazard events. The OEM develops, maintains, and implements the ability to direct, control, manage, and coordinate emergency operations in cooperation with County, State, and Federal governmental, nonprofit, and private-sector agencies.

Events and Strategic Partnerships

Events and strategic partnerships play a critical role in positioning Ruidoso as a premier destination. Through thoughtfully curated events, the Village creates memorable experiences that enhance community appeal, celebrate local character, and strengthen Ruidoso's brand identity. Strategic partnerships further amplify these

efforts by expanding reach, leveraging shared resources, and aligning stakeholders around common goals. Together, events and partnerships provide a strong foundation for sustainable growth, economic vitality, and the continued success of Ruidoso as a highly desirable place to visit, live, and invest.

Forestry

Forestry is addressing Ruidoso's forest health challenges through accepted forestry practices and protecting community values at risk from wildfire through fuel-management while maintaining the natural beauty of the mountains.

Human Resources

The Human Resources Department exists to serve as a strategic partner by aligning people, policies, and practices with the mission of the Village of Ruidoso, ensuring a high-performing, accountable, and future-ready workforce.

Health and Safety

The Safety Department exists to promote a safe and healthy work environment by proactively identifying and reducing risk, ensuring regulatory compliance, and supporting a culture of safety that protects employees, residents, and visitors of the Village of Ruidoso.

Information Technology

Information Technology will provide timely and effective technological support to Village departments.

KRUI 1490

KRUI-1490 AM serves as the official radio station for the Village of Ruidoso. Its mission is to increase the quality of life of Ruidoso's citizens through emergency announcements, updates from Village elected officials and staff, public service announcements, and Village program marketing. KRUI-1490 AM also promotes local economic growth and generates revenue for the Village of Ruidoso by advertising for Village businesses, community groups, and more.

Library
The Ruidoso Public Library serves as a community wide resource to promote literacy, provide a safe space for the free exchange of ideas, and to support educational pursuits.

Parks and Recreation
The Parks and Recreation Department elevates the quality of life in our community by providing programs, facilities, events, and opportunities for locals and visitors who live and play in Nature's Playground.

Purchasing
Purchasing mission is to procure the highest quality of goods and services for all Village departments through the implementation of purchasing procedures that are fair, equitable, and transparent while also providing responsive services to the Village departments.

Police Department
The mission of the Ruidoso Police Department is to enhance trust between the citizens and tourists of the Village of Ruidoso by implementing key policies and adopting promising practices that will promote safe and effective interactions and ensure partnerships are created to prevent and reduce crime and improve the overall wellbeing and quality of life for all.

Police Department – AOC / Records / Detectives & Evidence
To enhance trust between the citizens and tourists to protect life and property, we will provide service with understanding, response with compassion, performance with integrity and law enforcement with vision.

Police Department – Consolidated Dispatch
To professionally serve the community as the vital link between emergency responders and the public with expertise, reliability and integrity while working together as a team.

Public Works

To efficiently manage infrastructure services for the citizens and visitors who live, work, and play in the Village of Ruidoso.

Solid Waste

The mission of the Solid Waste Department is to serve the Village of Ruidoso citizens with the best customer service available while promoting a clean and healthy environment. To protect the interests of the Village of Ruidoso by maximizing proper use of department assets, equipment, and personnel. Provide a safe working environment for all department employees and promote and unite this organization to accomplish our daily mission, and to always recognize outstanding department employees.

Streets

To continue to sustain a high level of service on our various projects and roadways including drainage and signs to ensure a smooth flow of traffic throughout our village while assisting other Village departments.

Team Tourism

Team Tourism will focus heavily on crafting the brand of Ruidoso to deliver a quality product that continues to grow and develop Ruidoso as a destination, as a place to live, and as a place to do business. We will work across all departments to ensure the brand quality and visitor experience are exceptional, and that we are delivering a product that keeps our tourists returning to our community year after year. In addition, we will also focus on delivering timely and pertinent information to the local community. We will work to maximize Lodgers' Tax funds to make informed marketing, advertising, event, and tourism-related marketing decisions.

Utility Billing

Utility Billing's mission is to provide reliable billing and friendly inquiry services - to assist in efficiently monitoring and managing customer water usage.

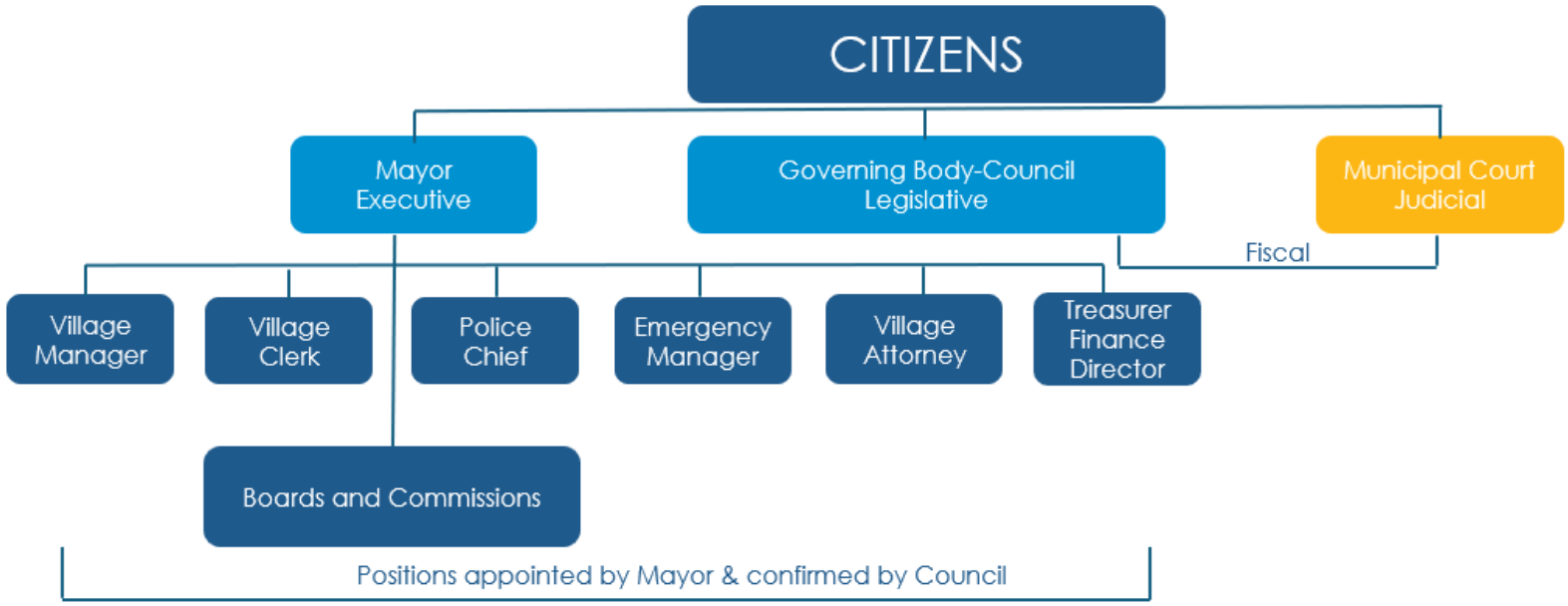
Water Resource

To provide a safe water supply, wastewater disposal, and water resource management for the Village of Ruidoso.

Wingfield Heritage House Museum

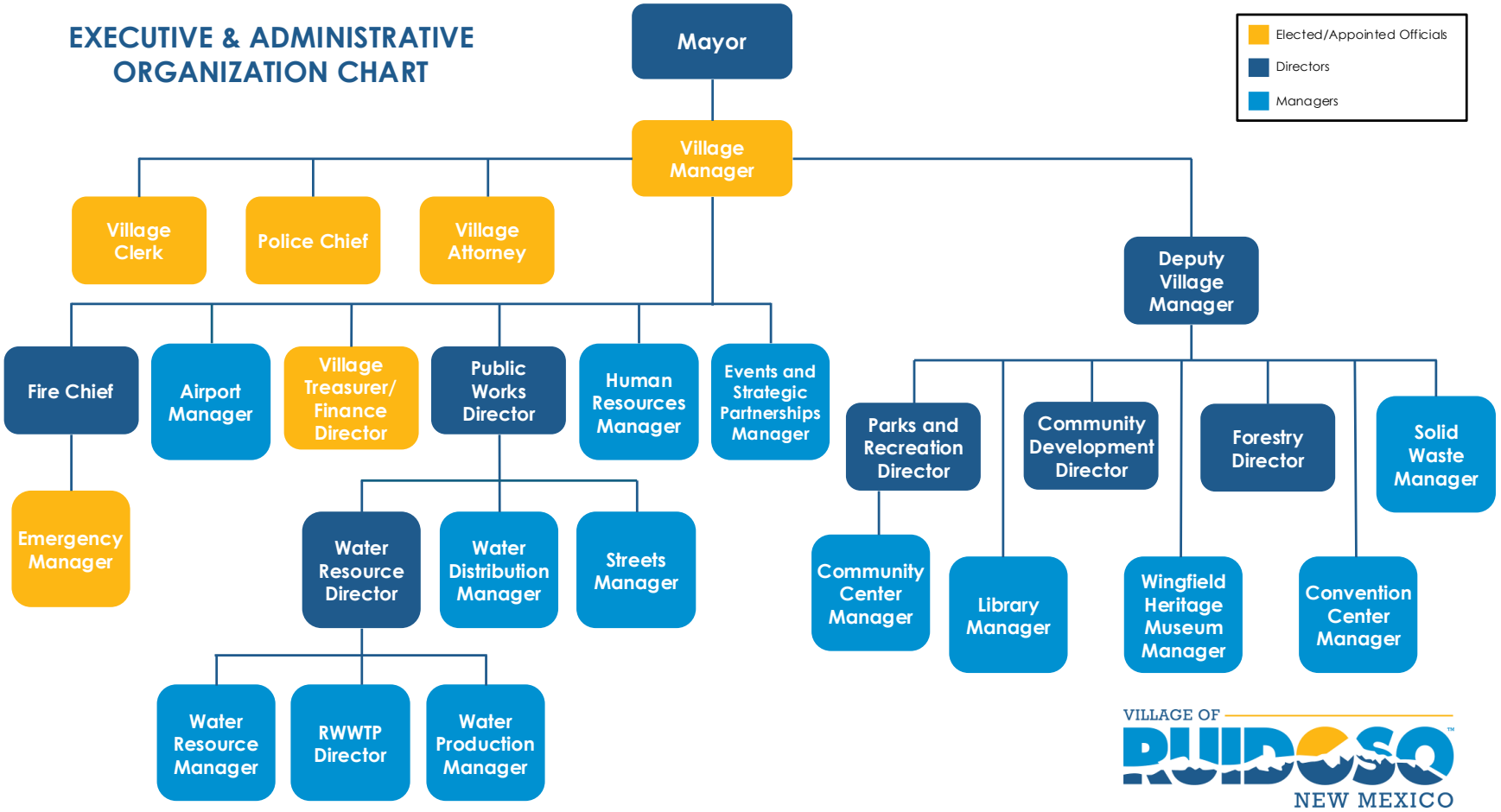
The Wingfield Heritage House Museum serves as a gathering place that tells the story and preserves the history of Ruidoso and the surrounding area through education, collaboration, and community engagement.

The Village of Ruidoso is a Mayor-Council Municipality form of Government.



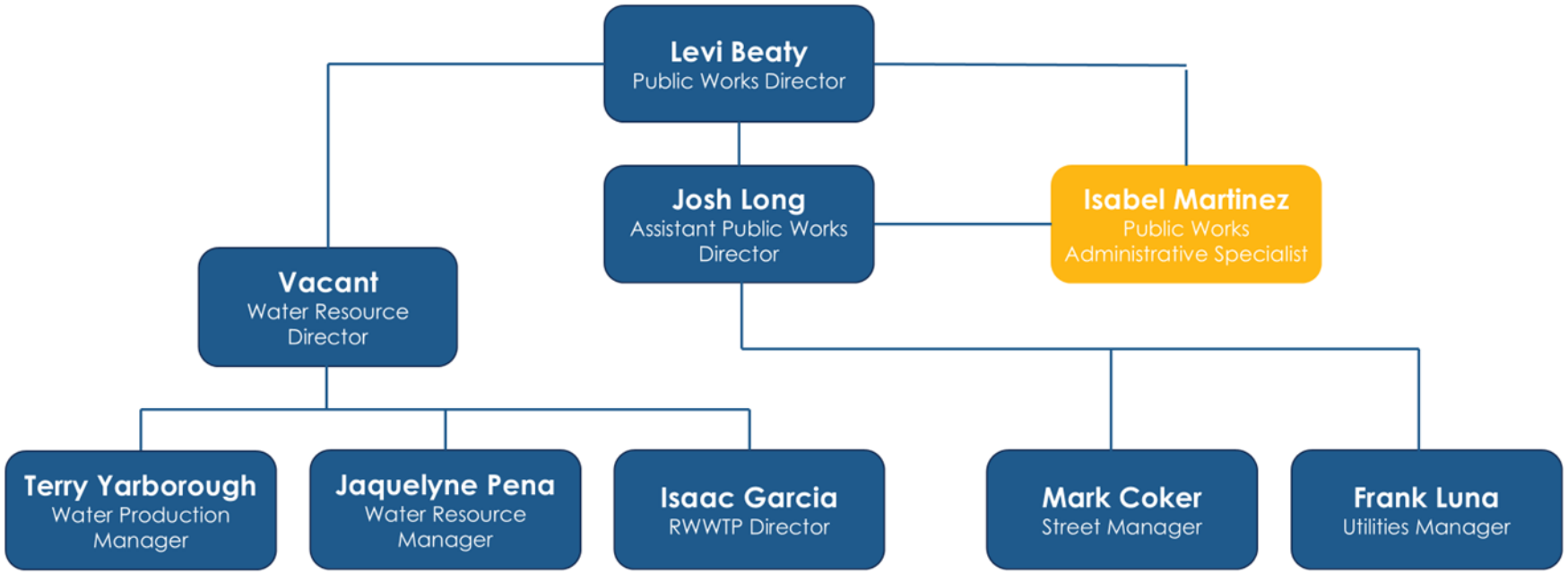
The duties and powers of the mayor shall be in accordance with NMSA 1978, § 3-11-1 et seq., including the power to declare emergencies. The duties and powers of the members of the council shall be in accordance with NMSA 1978, § 3-12-1 et seq., including the power to declare emergencies. The duties and powers of the municipal judge shall be in accordance with NMSA 1978, § 35-14-1 et seq.

EXECUTIVE & ADMINISTRATIVE ORGANIZATION CHART



Above is the Village of Ruidoso's Executive and Administrative Organizational Chart. It recognizes the various lines of Executive and Administrative responsibilities and chain of command within the organization in accordance with state statute and the Village of Ruidoso code of ordinances.

PUBLIC WORKS



Boards and Commissions

- Utility Board
- Watershed Committee

PUBLIC WORKS

TACTICAL PLAN FOR:
Department: Public Works
Director: Levi Beaty
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Water Resources Goal 1 Policy 1.1 Action 1.1B	Completion of Water Trust Board water infrastructure projects	Public Works Director Asst. Public Works Director	Water Trust Board Funding, Engineering	2025	2028

Description:

The Village has a task order issued to Souder Miller and Associates for the following Water Trust Board projects:

- Reconstruction of the Upper Canyon Surface Diversion
- Wingfield II Water System Improvements
- Tank Rehabilitation Project Phase II – Demolition of the Upper Canyon water storage tanks and install new booster and pressure tank at Plant I.

SMA is currently in the design phase for both the Tank Rehabilitation Phase II and Wingfield II Water System Improvements. In addition, there are 11 projects that have moved to the second phase of the 2026 Water Trust Board application cycle, including the Upper Canyon Surface Diversion. The Public Works department is aiming to have these projects completed in a timely manner to prepare for the time and resource demands associated with the potential funding of these 11 new projects.

Steps needed to achieve this goal:

1. Complete engineering.
2. Hire a contractor.
3. Manage construction.
4. Close out the projects with the Village Council and submit documentation to the Water Trust Board.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Utility Goal 1 Policy 1.2 Action 1.2.A and 1.2.B	Replace aging infrastructure Water line replacement Ponderosa Heights Subdivision.	Public Works Director Asst. Public Works Director	G.O. bond funding, 2025 Colonias Infrastructure Board Emergency Grant, 2026 Colonias Infrastructure Board Grant	2026	2027

Description:

The G.O. Bond, approved in 2015, aims to replace aging water infrastructure and enhance fire protection in areas of need. The Village of Ruidoso allocates $1.5 million annually for these projects. The current strategic goal for this initiative is sustainability, protection, and maintenance of infrastructure investments.

This project will proceed in two phases. Phase I is for the construction of road and drainage improvements in the Ponderosa Heights Subdivision. Phase II is for the design and construction of water system improvements in this subdivision. The Village has leveraged G.O. Bond funds with a Colonias emergency grant for the engineering of repaving the following roads:

- Ash Drive
- Maple Drive
- Ponderosa Drive
- Brady Canyon Rd

The Village has also contracted Souder Miller and Associates for engineering and assistance with the 2026 Colonias Infrastructure Board grant applications. If awarded, the funds from this grant will be applied to Phase I and Phase II.

Public Safety and Protection:

This capital investment has the potential to reduce service costs over time by minimizing repairs to old lines, adding fire protection, and repairing flood damaged roadways.

Steps needed to achieve this goal:

1. Submit the application for the 2026 Colonias Infrastructure Board grant.
2. Design and engineer roadway and waterline improvements.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Transportation Goal 4 Policy 4.3	Cutler Repaving Project	Public Works Director, Asst. Public Works Director, Streets Manager	NMDOT TPF Funds	2022	2026

Description:

2022 – The Village partnered with the County and received a $3.5 million grant from NMDOT for the Cutler repave project. The completed roads include Gavilan Canyon, Warrior Dr., Paradise Canyon, and Upper Sudderth Drive.

2023 – The Village continued road improvements on Hull Road, Reese Drive, and Service Road, with a total investment of $1.4 million. This phase is complete.

2025 – The Village of Ruidoso received $2 million from a TPF grant to continue repaving roads throughout the Village, including White Mountain Dr., Jack Little, LL Davis, Leon Ferrar, Wingfield St., and Porr Dr. This phase is complete.

Roads to be completed with 2025 TPF Funds:

- Cree Meadows Dr.
- Meader Dr.
- White Mountain Meadows Dr.

Steps needed to achieve this goal:

1. Patch failing areas on roadways.
2. Improve drainage for future runoff

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Water Resources Goal 1 Policy 1.2 Action 1.1.B	Rehab existing sewer line and lift stations	Public Works Director, Asst. Public Works Director, Utilities Manager	Emergency funds, FEMA funds, Engineering	2025	2027

Description:

Reconstruction of the following lift stations, including those that were damaged from the 2024 floods:

- Maple
- Ash
- Guenevere
- Mechem/Sudderth

The reconstruction of the Maple, Guenevere, and Ash lift stations will be funded by emergency funds. Purchase orders have already been issued for Maple and Guenevere to Summit Operations Inc. for $16,228.13 and $13,523.44, respectively. The Mechem/Sudderth lift station funds are being sourced from FEMA and is currently in the engineering phase with Souder Miller and Associates.

The Public Works department is also planning to eliminate the White Mountain Drive lift station and install a new sewer line. In addition, the department plans to add further sewer line to the Eagle Drive sewer line. Both projects will also be funded by emergency funds.

Steps needed to achieve this goal:

1. Complete engineering.
2. Hire contractors for Mechem/Sudderth life station, White Mountain Drive sewer line, and Eagle Drive sewer line.
3. Manage construction.
4. Close out projects with the Village Council.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Utility Goal 1 Policy 1.2 Action 1.2.C Community Service Goal 1 Policy 1.1 Action 1.1.F	Implement Asset Management Program	Public Works Director, Asst. Public Works Director, Public Works Administrative Specialist	MyGov software, ArcGIS software; Tyler Utility Billing software, tablets for field crews	01/12/2026	12/31/2026

Description:

In 2025, the Village updated the current Asset Management Plan. In addition, a contract was signed with Tyler to use the MyGov software to create a working asset management program and utility work-order system. There has not been a usable electronic work order system for Public Works in many years. While there was a contract signed with CityWorks, the program never worked for the field crews.

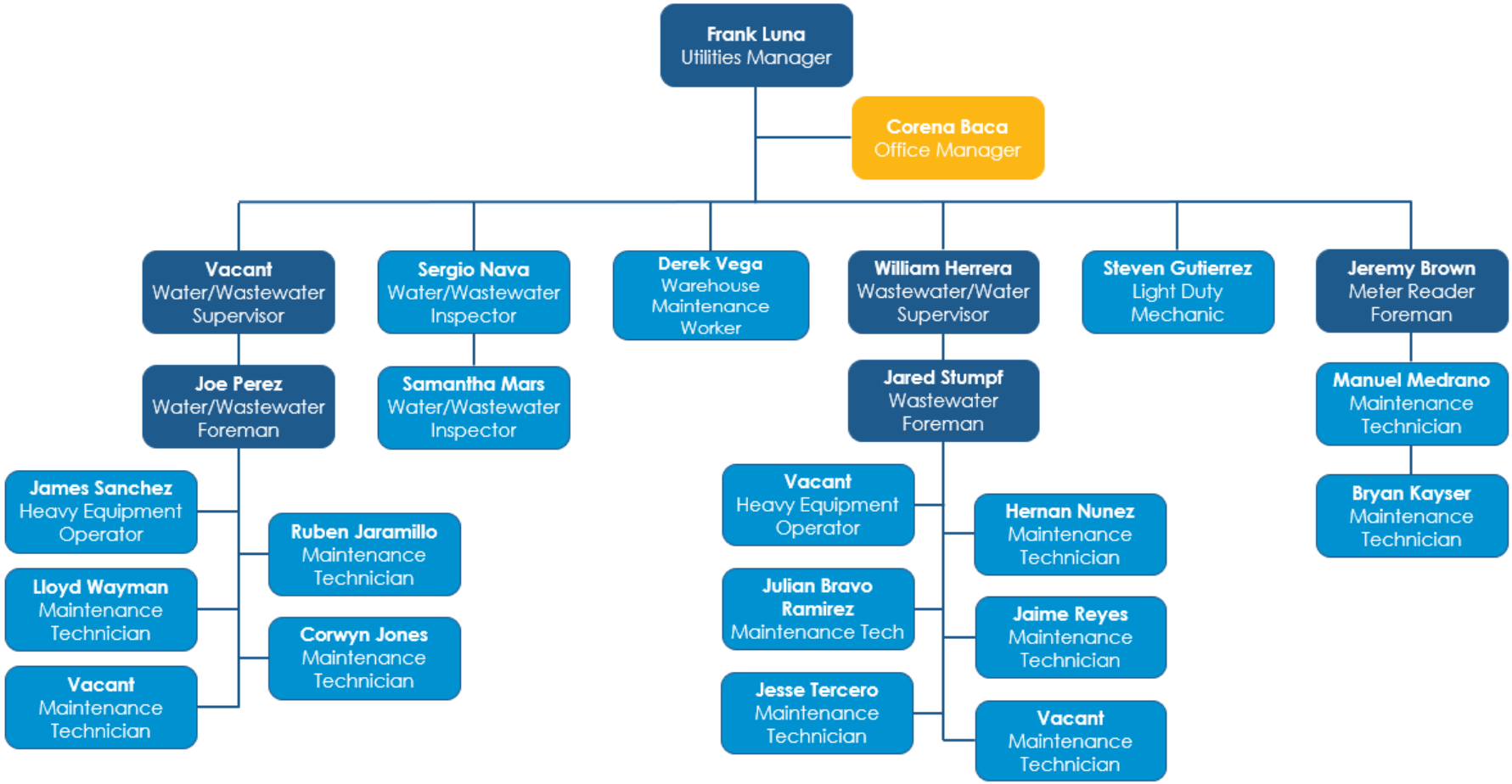
This asset management program is expected to allow for better oversight and record keeping for work order progress, equipment and material usage, and infrastructure repair trends. The data gathered through this program will help generate accurate reports, inform project planning, and assist the FEMA reimbursement process.

The kickoff meeting with MyGov was held on January 12, 2026, and the software is set to go live April 13, 2026.

Steps needed to achieve this goal:

1. Train employees on how to use the program and work order system.
2. Import all asset data previously gathered in ArcGIS by the Water Resource department.
3. Continued GPS location of water and sewer lines.
4. Upload previous work order records.
5. Create new asset management plan that reflects changes to systems.

Water Distribution/Sewer Collections



TACTICAL PLAN FOR:
Department: Water Distribution/Sewer Collection
Manager: Marty Luna
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 4 policy 4.3 action 4.3.A	Retain manpower and Recruit Manpower	Utilities Manager Public Works Director	Retention of Manpower and Training	2026	Until filled

Description:

The Water Distribution Sewer Collections Department is currently facing staffing shortages, which impact various everyday projects. This understaffing poses a liability and safety hazard for the public, our employees, and the village of Ruidoso. Capital investment in staffing would enhance our level of service.

Strategic Goals:

1. Public safety and protection.
2. Engaged and energized workforce.

Steps needed to achieve this goal:

1. Continue to work with the Human Resources Department to recruit new employees.
2. Develop and implement new pay plans to attract and retain employees.
3. Have employees obtain their water level certifications.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Utility services goal 1 policy 1.1 action 1.1.E and goal 3 policy 3.2 action 3.2.c	Replacement of Antiquated Equipment	Utilities Manager	Funding to allow for Update to Equipment	2026	Ongoing

Description:

The Water Distribution Sewer Collections Department has several key vehicles and equipment that need replacement:

1. 2008 420G Backhoe
    a. Current Status: Unreliable with multiple mechanical issues.
    b. Action Plan: Auction off the current backhoe and lease a new one on a rolling 5-year replacement plan.
    c. Update: New backhoe has been delivered.
2. 2012 CAT backhoe
    a. Current Status: Backhoe is worn out and backhoe cannot be used for digging.
    b. Action plan: Keep backhoe to load truck in yard.
    c. Approval: Approved by council January 13,2026.
    d. Update : Waiting on signatures on contract.
3. 2012 International Vactor Truck:
    a. Usage: Daily operations for sewer issues and standby for the FEMA sewer project.
    b. Action Plan: Lease a new Vactor truck with a 5-year replacement plan.
    c. Approval: Approved by council on January 9, 2024.
    d. Update: New truck was delivered.
4. 12-Yard Dump Truck:
    a. Budget: Initially budgeted for fiscal year 2024.
    b. Issue: Funds reallocated due to fire and flooding, replacing four older crew trucks.
    c. Update: Awaiting state price agreement renewal.
5. 2013 Ford F150
    a. Usage: Daily operations for water and sewer issues and for inspections of projects.
    b. Action plan: Budget for 2026.
6. 2002 Chevy 1500
    a. Usage: Used for daily operations for sewer and water.
    b. Action plan: Budget for 2026.
7. 2013 Chevy 1500
    a. Usage: Daily operations for water and sewer.
    b. Action: Budget for 2026.
8. 2009 Chevy Trailblazer
    a. Usage: Used for warehouse daily operations.
    b. Action plan: Budget for 2026.

Milestones:

1. Goal: Receive the new equipment.
2. Strategic Goals:
    a. Sustainability and maintenance of infrastructure.
    b. Public safety and protection.

c. Engaged and energized workforce.

3. Cost: Capital investment to reduce O&M and COS needed to maintain antiquated equipment at current LOS.

Steps to Achieve This Goal:

1. Budget for 2026.
2. Procure the vehicles and equipment.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Utilities Goal 1 Policy 1.1 Action 1.2A 1.2.B	Replacement and Raising Manholes Throughout the Village	Utilities Manager	Funding and Contractors Needed	2023	Ongoing

Description:

1. Manholes on HWY 70, the manholes that have been identified are being eaten up by the sewer gases and are deteriorating. There are 24 manholes identified.
2. There are Valve Boxes and manholes throughout the Village that have been paved over and sit below grade that need to be raised.

Steps needed to achieve this goal:

1. Place project out to bid
2. Hire contractors
3. Identify portions of town to begin raising Valve boxes and Manholes.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Utilities Goal 2 Policy 2.1 Action 2.1c	Replace and Rehab Lift Stations Gavilan Canyon, Thrill Hill (Cree Meadows) and Guenevere	Utilities Manager	$60,000 and Inspector Required	2021	Ongoing

Description:

Rehab and replace three lift stations.

Steps needed to achieve this goal:

1. Cree Meadows:
    a. Install a new control panel.
2. Guenevere:
    a. Complete rehabilitation including a new pump system, plumbing, railing system, and sealing of the vault.
    b. Install a new control panel.
    c. Staff are currently working with an electrician and PNM to update the electrical system.
3. Gavilan Canyon: Needs re-coating, replacement of rails and piping, and a new control panel.

Additional Information:

1. The level of service will remain the same.
2. The cost of service could be reduced due to updated equipment.

3. Current Strategic Goal: Sustainability and Maintenance of Infrastructure Investment.
4. All parts have been ordered and received.
5. The Guenevere lift station control panel has been set up, and PNM has run new service.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Utilities Goal 2 Policy 2.1 Action 2.1c	Fire Hydrant and Valve Maintenance and Replacement Program	Utilities Manager	Funding and Personnel/Contractor	2021	Ongoing

Description:

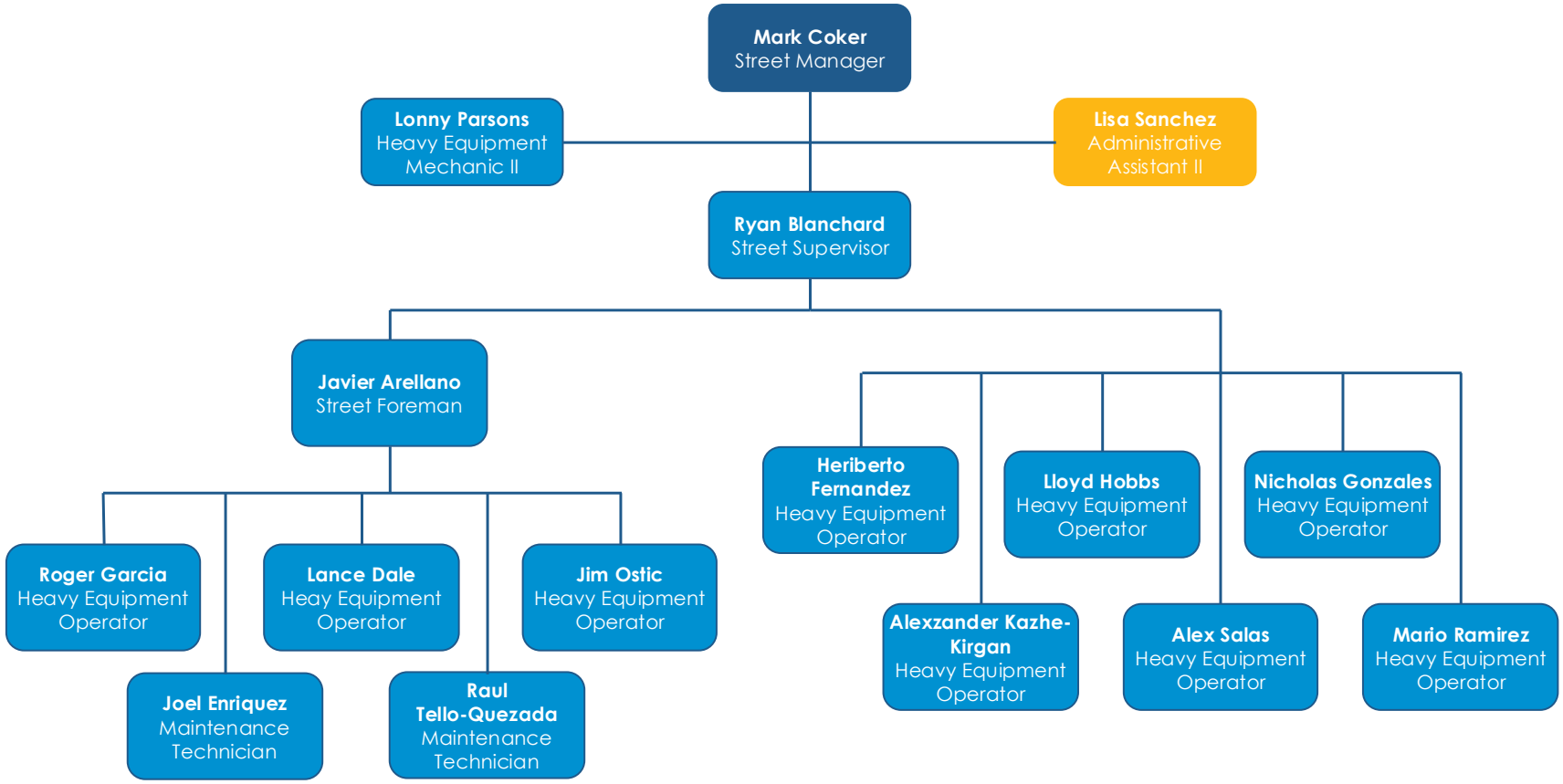
1. The Water Distribution Department has an obligation to the public to provide adequate fire protection within the Village. The Village needs to add and replace fire hydrants to maintain our current ISO rating.
2. In addition to fire hydrant maintenance and replacement, this department needs to further maintain and replace valving within the Village to help isolate water during water breaks.
3. Working with the Fire Department, we have inspected and GIS-mapped approximately 1,100 fire hydrants.

Steps needed to achieve this goal:

1. Recruit and maintain personnel to provide the level of service needed to continue this program.
2. Dedicate funding each year to this program.
3. Continue to conduct fire hydrant inspections.
4. Replace hydrants as needed.

Install new fire hydrants

Street Department



TACTICAL PLAN
Department: Street Department
Manager: Mark Coker
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Transportation Goal 4 Policy 4.3 Action 4.3	MAP Priority 1	Street Manager	Department time Funding from the state	2026	2027

Description:

Airport West (MAP) Municipal Arterial Program:

- Scope of Work: Grade bar ditches and replace culverts as needed. Apply a level course and overlay. Project Cost: $377,965.
- State Contribution: 75% ($283,474)
- Village Contribution: 25% ($94,491) to be paid with in-kind services.

Strategic Goals:

- Sustainability and Maintenance: Ensure the longevity and upkeep of infrastructure.
- Public Safety and Protection: Enhance safety measures for the community.
- Financial Sustainability: Maintain a high level of service through prudent financial management.

Milestone: Completion of drainage by summer 2026.

Steps to Achieve:

Resources Required: Manpower, equipment, and state funding.

Will be applying for MAP 2027, which will cover Upper and Lower Terrace, Rainbow connecting Lower Terrace to Sudderth.

- The estimated cost of project is $334,846
- The State cost is $251,134.50
- The Village cost is $83,711.50

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Transportation Goal4 Policy 4.3 Action 4.3a	COOP Priority 2	Street Manager	Department time Funding from the state		

Description:

Due to recent flooding, we have Two (COOP) Cooperative Projects to complete in 2026:

1. Innsbrook Village COOP: An extension has been requested for this project. This project is in the middle of a floodplain area, and we are working with engineering, with a total cost of $257,077. The state will cover 75% ($192,808), and the village will contribute 25% ($64,269) through in-kind services.
   - The drainage in this project has been done 100%
   - The street department has completed paving of Metz Dr to Innsbrook Village Dr. and Riley Cove
   - This project is 20% Complete

2. Black Forest COOP:
   - An extension has been requested for this project, with a total cost of $334,365.
   - The state will pay 75% ($250,773)
   - The village will cover 25% (83,591.25).
   - This project is 70% completed.

Strategic Goals:

- Sustainability and Maintenance of Infrastructure, Public Safety and Protection, and Financial Sustainability to maintain a high level of service.
- Completion of project 2026.

Steps needed to achieve goal:

Manpower, Equipment, and Funding from the state.

The new CO-OP is Sunny Slope Drive, Sunny Slope Court, Marble Drive, Marble Court, Slate Court, and Coal Drive
Estimated cost of project is $382,768.

- The State cost will be $287,076
- The Village cost will be $95,692
- This will enhance the roadways in this area of the Village.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community services goal 1 policy 1.1 action 1.1E and goal 3 policy 3.2 action 3.2C	Update Heavy equipment and fleet pickup trucks Priority 3	Street Manager	More Funding to Update Equipment and Vehicles	2026	2027

Description:

The Street Department manages heavy equipment and fleet vehicles and is continually working on replacing and updating equipment. The most urgent replacements needed at this time include:

- 2004 F250 crew cab
- 1996 Chevy 2500 utility/fuel truck
- 1996 F150 regular cab 4x4

Steps to achieve this goal:

This milestone will be reached upon receipt of the new equipment.
The current strategic goals are Sustainability and maintenance of infrastructure, Public Safety and Protection, Engaged and energized workforce.

Investing in new equipment will reduce the operational and maintenance costs required to maintain outdated equipment at the current level of service.

1. Purchase one ¾ ton Duramax crew cab to replace 2004 F250 crew cab estimated cost is $86,000
2. Purchase one ¾ ton Duramax utility/fuel truck estimated cost $82,000
3. Purchase one F250 Extended cab estimated cost $78,000
4. Purchase one CAT Skid steer with attachments estimated cost $200,000
5. Purchase on CAT Steel wheel Roller estimated cost $150,000
6. Paving Machine estimated cost $325,000

Equipment received: 1 Peterbilt Water Truck, 1 Peterbilt Dump truck, 2 Duramax Crew cab Pickups waiting for delivery.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Transportation Goal 4 policy 4.3 Action 4.3A	Retain Manpower Priority 4	Street Manager	Funding for Positions	1-1-26	Until filled

Description:

The Street Department is currently working to add 3 more entry level maintenance positions at an estimated cost of $72,121.27, with full benefits, per individual. This capital investment will help us achieve an even higher level of service. Our strategic goals are public safety and protection, as well as maintaining an engaged and energized workforce.

The Street Department is working to add an Assistant Shop Mechanic (Entry Level) to assist Shop Mechanic in fleet maintenance and with heavy equipment maintenance. Estimated cost $72,121.27

Steps to achieve this goal:

While currently operating at full staff, due to increase workload of fire/flooding, we are asking for an additional 3 people for entry level maintenance and an assistant shop mechanic (entry level).

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services goal 1 Policy 1.1 action 1.1E	Buildings, Hot Mix Plant, Property Maintenance/Repair Priority 5	Street Manager	Funding for building maintenance	2026	2027

Description:

Requested Repairs:

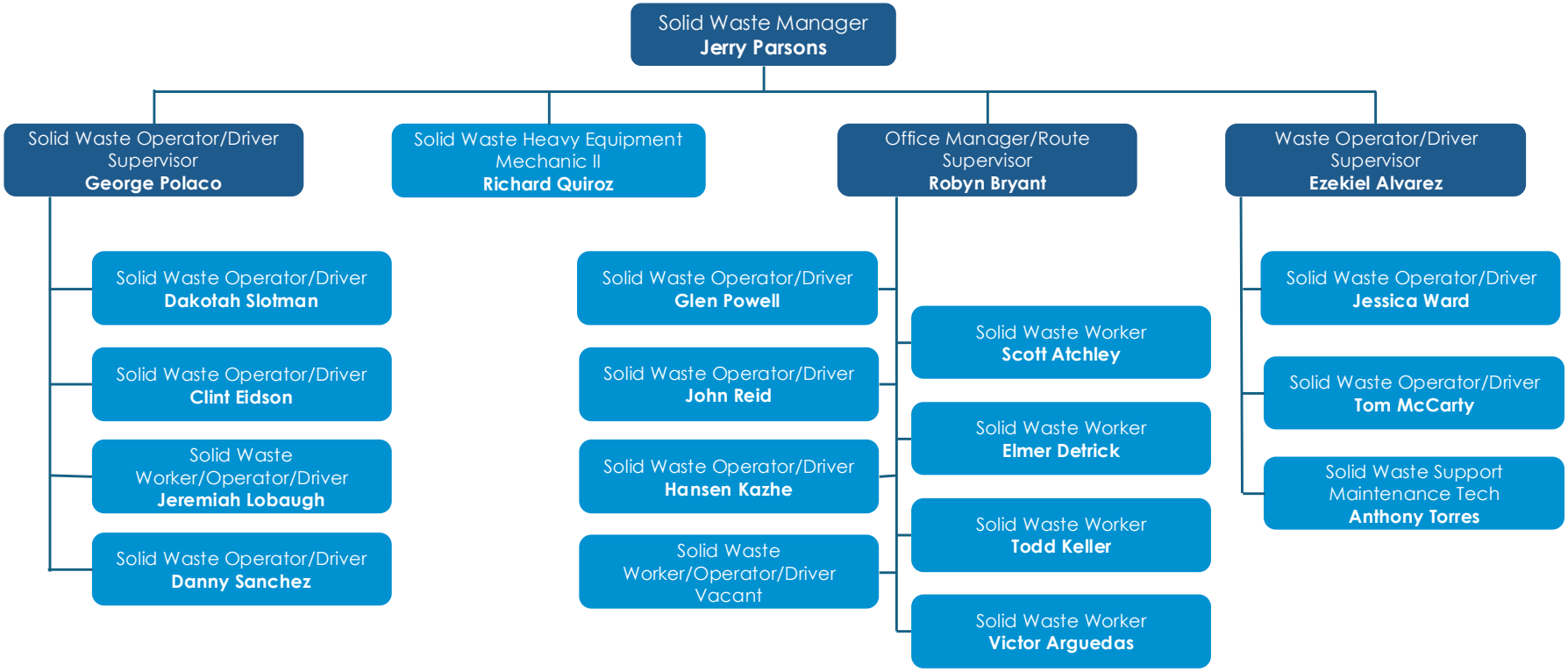
- Updating the electrical system at the hot mix plant, $60,000
- 2 new shop doors, estimated costs, $23,000
- Hot mix plant maintenance at $100,000

Completed:

- Plumbing for new sewer line
- New HVAC system
- New hot oil tank and heater

Need to finish:

Complete new hot mix control room set and wired



SOLID WASTE

SOLID WASTE DEPARTMENT

TACTICAL PLAN FOR: Solid Waste
Department: Solid Waste
Director: Jerry Parsons
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Natural Resources Goal #1 Policy 1.1 Action 1.1.B Community Services Goal Policy 3.2. Action 3.2.B and C.	Regularly scheduled dumpster replacement	Director and Supervisors of Solid Waste.	Maintain current funding and service level with existing manpower.	2026	Ongoing

Description:

The department must maintain the NMED standards for the collection and disposal of solid waste as well as the current strategic goals under public safety and environmental sustainability. The current level of service of replacing dumpsters every 5 to 7 years is based on the life span of these dumpsters including routine maintenance. This ensures solid waste collected is contained for collection without creating hazardous vectors created by improper containment. The cost of this service is included in current funding levels which must be maintained and include capital and operating costs for this item. While new dumpsters are ordered yearly in different quantities the average annualized cost is $60,000. The department has been utilizing the HGAC governmental procurement option with Rolloff's USA.

Steps needed to achieve this goal:

Councilors approve, and if approved, then get ordered.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal #2 Policy 1.1 Action 1.1.E. Goal 2 Policy 3.2. Action 3.2.B and C Priority 1	Replacement of Tractor and Trailer, to replace 1999 KW and Trailer.	Director and Supervisors of Solid Waste.	Maintain current funding and service level with existing manpower.	2026	Until completed

Description:

The Solid Waste Department utilizes a unique set of specifications for all its heavy equipment and, as with semi-trucks, they are required to go over the summit to the landfill, where it is very steep, and soft dirt. The level of service would be maintained by keeping the fleet and spare ratios intact while not increasing the cost of service. The department averages $300,000 to $350,000 annually on its Capital Equipment Replacement Schedule (CERF). Considering price increases the truck will cost about $400,000.
This goal is being put back in, due to the business the year had to bring; we could not complete this goal. We did, however, order, and received two Refuse trucks.

Steps needed to achieve this goal:

Councilors approve, and if approved, then get ordered. Estimated cost of $700.000.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Comprehensive Plan: Goal #3 Priority 2	Update Container Shop with spray insulation.	Director and Supervisors of Solid Waste.	Maintain current funding and service level with existing manpower.	2026	Until completed

Description:

The project financing plan has been developed. It will cost about $40,000.00. We strongly believe that it would be beneficial to the Village to do this project. This will help with the heating bills. Again, this goal is being put back in, due to the busyness the year had to bring; we could not complete this goal.

Steps needed to achieve this goal:

Councilors approve, and if approved, then get ordered. Estimated cost is $40,000.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Comprehensive Plan: Goal #4	Update container shop with new metal on the wall to replace rusted out metal.	Director and Supervisors of Solid Waste.	Maintain current funding and service level with existing manpower.	2026	Until completed

Description:

The estimated cost will be around $25,000. We strongly believe that it would be beneficial to the Village to update the metal, to help save on heating cost. Again, this goal is being put back in, due to the business the year had to bring; we could not complete this goal.

Steps needed to achieve this goal:

Councilors approve, and if approved, then get quotes.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal #5	Continue annual funding for reducing and reuse projects with the Keep Ruidoso Beautiful Committee.	Director and Supervisors of Solid Waste.	Maintain current funding and service level with existing manpower.	2018	Ongoing

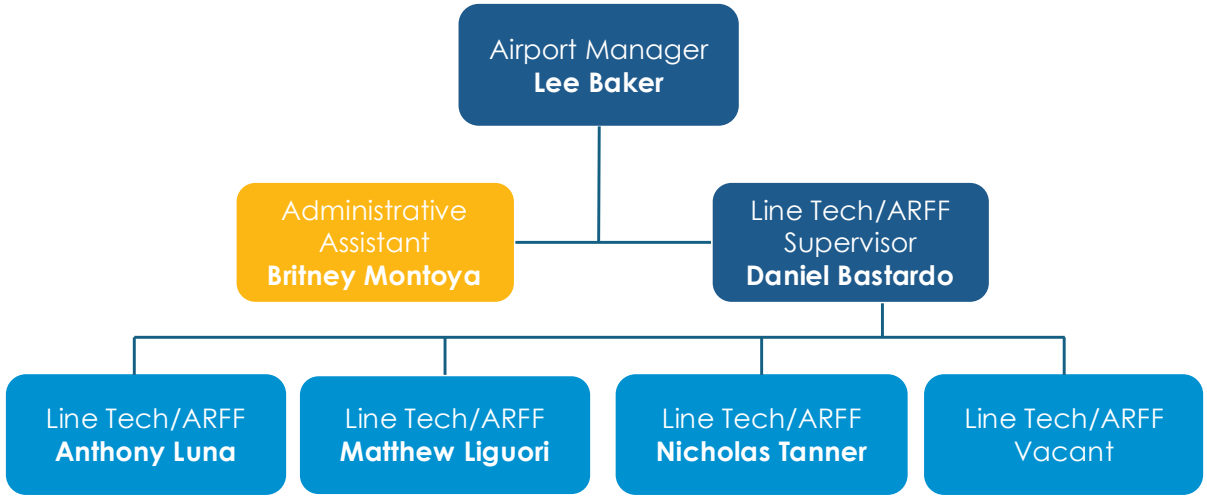
Description:

Starting FY 2018 the department earmarked funds to assist the Keep Ruidoso Beautiful Committee in the creation of a community garden that utilizes material that requires low water usage (source reduction) and reuses yard waste for planting and covering material (source reuse). This program needs to continue into the foreseeable future at its current funding level of $50,000/year. This education program is vital to teach residents and businesses to preserve the natural resources of the Village. (Ongoing)

Steps needed to achieve this goal:

Keep current funding each budget year.

SIERRA BLANCA REGIONAL AIRPORT



TACTICAL PLAN FOR SIERRA BLANCA REGIONAL AIRPORT
Department: Sierra Blanca Regional Airport
Director: Lee Baker
Purpose: Develop goals for FY 2027 aligning with the VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Proposed New Terminal/FBO & New Box-Hangars	Proposed Future construction of a new terminal building & FBO	SBRA VOR Management Finance	PER Completed Budget FAA Grant State Grant	2027	2029

Description:

Sierra Blanca Regional Airport Terminal/FBO is outdated and in disarray.

- We have received conceptional renderings of a proposed 13,770 sf terminal.
- The terminal would be a two-story building with a restaurant, outdoor balcony (360-degree views) and a conference room on the upper level.
- Lower level – Administration, FBO, airline, rental car, pilot lounge and passenger lounge.
- New long-term and short-term parking lot, adjacent to the terminal.
- Cost estimate of $27M.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
10-7 Air Travel FAA Part 139 Compliance	Replacement Program for all Airport Apparatus and Equipment	Airport Management Village of Ruidoso State Aviation FAA	Planning and Funding	Jan. 2021	Continuous

Description:

Need to begin replacing ARFF trucks and snow removal equipment.

- We are an ARFF Index A airport. Rescue 1 is our Index A ARFF Truck, it is a 2006 model and in need of replacement.
- Rescue 2 is an Index B ARFF truck, it is a 1998 model, and it can be refurbished.
- Our Snow Removal trucks are 1989 and 1990 models.
- Replacement plan for the F250 and F350 including snowplow attachments.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Build New Hangars	Additional Hangars	SBRA Village of Ruidoso, State Aviation, FAA	Funding Master Plan	2026	Continuous

Description:

SBRA needs to obtain more hangars for customers and the ability to rent overnight etc. Currently, we have three sets of T-Hangars and three box hangars with an average of 6 people on a waiting list for T-Hangars. If new hangars are constructed this would increase the income for the airport and assist with self-sustainability.

- There is a continuous wait list for hangar rentals monthly and nightly. The current infrastructure is not adequate to accommodate our needs.
- We have a total of 26 T-Hangars.
- We have 2 small Box Hangars.
- Our FBO Hangar is not adequate to handle the bigger jets (i.e. Gulf Streams, Falcons, etc.).
- New 30K sf FBO Hangars x2.
- Pursue grant funding for additional Box Hangars and T-Hangars.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Commercial Air Service	Start Air Carrier Passenger Service	Village Management, SBRA Management, Finance	Rural Air Service Enhancement grant Via NMDOT State Aviation Grant, and Local Match.	May 2026	Continuous

Description:

Contract with a Passenger Air Carrier Service

- The Village was awarded a Rural Air Service Enhancement (RASE) Grant from NMDOT State Aviation Division to fund 90% of Rural Commercial Air Carrier Service, with the Village share at 10%.
- To advertise an RFP and award to a qualified and experienced Air Carrier Service to serve the Village of Ruidoso and surrounding area.
- Select an air carrier in the best interest of the Village of Ruidoso.

SBRA needs a set charter flight from larger cities which would allow more visitors to travel to the area. It would also allow business professionals flights to other areas of the New Mexico and surroundings states to support tourism.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Upgrade Fuel Farm	To get the Airport Fuel Farm in compliance with NMED regulations.	SBRA/Village Management, Finance, NMDOT-Aviation	Airport Master Plan, Funding A State Grant has been received from NMDOT-Aviation for repairs	2026	2027

Description:

Upgrade Fuel Farm

- A loading rack needs to be built.
- Under skid containment basins are needed.
- The underground piping for the unleaded fuel dispenser needs to be removed and reinstalled above ground.
- We are working with a Fuel Farm contractor on these upgrades.
- We are waiting for engineered drawings for the load rack.
- Once we receive the quote from the contractor, we will be seeking NMDOT grant funding.
- The future goal is to relocate the fuel farm inside the perimeter fence.

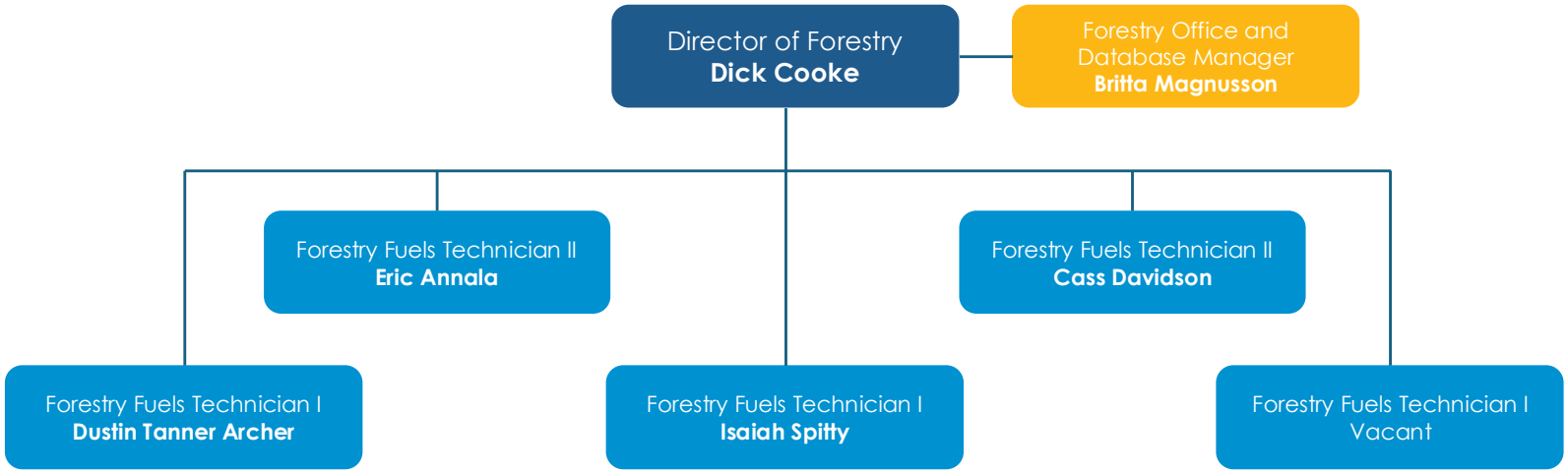
Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Upgrade Airfield lighting	Runway 6/24 Lighting & Electrical Vault Upgrade	SBRA, Engineering	FAA Funding State Funding Local Funding	Summer 2026	

Description:

Install new LED Runway edge lighting and construct a new electrical vault with new step-up regulators

- Funding for this project has been obtained through FAA Grants 94% and State Grants 4% with a 1% local match.
- The contract has been awarded to Bixby Electric. Pre-Construction was held in December.
- Lighting upgrade should start in early May, pending the arrival of the lighting equipment.
- A new lighting vault will be constructed to house the regulators, lighting equipment and airfield lighting supplies.
- New 30” tall LED runway edge lights, new LED NAVAID signs and new LED PAPI’s to be installed.

FORESTRY



FORESTRY DEPARTMENT

TACTICAL PLAN FOR: Forestry
Department: Forestry
Director: Dick Cooke
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
COMP PLAN GOAL 1 Forest Thinning	Natural Resources Goal 3. Policy 3.3 Action 3.4.B Hazard Mitigation Goal 1 Action 1.2.A	Director	Department personnel and approximately $65,000 for misc. contracts. We also have $1.25 million from Legislative Appropriations for Watershed and Forestry Projects.	July 1, 2026	June 30, 2027

Description:

Thin to 42-80 standards 200 + acres of Village Owned property. This includes cleanup from the South Fork Fire. This is 5-year money and should allow us to put all of the Village owned property into compliance with the ordinance.

Steps need to achieve this goal:

1. Identify the area to be treated.
2. Inspect the property and determine the mitigations needed.
3. Write the prescription.
4. Mark the boundaries of the project.
5. Mark the trees on the property with a sample mark the contractor can follow.
6. Use the prescription to write the scope of work.
7. Advertise the project to prospective contractors.
8. Select a contractor.
9. Sent packet to the state for funds obligation.
10. Prepare a PO
11. Issue a notice to proceed.
12. Conduct periodic inspections while the work is being done.
13. Conduct a final inspection.
14. Approve the project for payment.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Hazard Mitigation. Goal 2. Ruidoso is well-Prepared for emergencies	Inspect 900-1200 properties that are out of compliance or that will be going out of compliance during the Fiscal year. Priority will be for those properties that according to our record have never been certified. Work with Watershed and Community Development to find and implement a database system that will automate landowner communication and data collection.	Department Director.	Department personnel. Using the new module for certification with updated automation to expedite inspections and eliminate bottlenecks.	July 1, 2026	June 30, 2027

Description:

Certify 900- 1200 properties that are out of compliance or that will go out of compliance during the fiscal year. The new system has not been developed as of this proposal but should be operational in April 2026. Below is the proposal for expediting which may change during the design and construction. The intent is to automate as much as possible and eliminate the current bottlenecks that make everything go through the Office Manager.

Sequence for Certification of Property:

1. System identifies properties in the Village that will expire within the next 60 days.
2. System sends letters to property owners that certifications expire 60 days prior to the expiration date giving them 30 days to schedule an appointment with a forestry technician. (if they don't respond by the time the certification expires, they are referred to court as out of compliance). Reminder emails every 15 days if they haven't scheduled an appointment.
3. Property owner self-registers opening an account and making an appointment with a technician.
4. Technician meets with the landowner or their representative and determines what needs to be done, if anything, to bring the property into compliance.
5. Treatment criteria are recorded by the technician on their tablet or computer and automatically sent to the landowner by email giving them 60 days to get the work done.
6. Landowner does the work and schedules a final inspection with the technician.

7. If the property meets the criteria the Technician certifies the property. The system issues a certification via email to the property owner with a copy to the landowner's account.

Information needed for the landowner account:

- Name of all Landowners recorded on the deed or mortgage. If the owners are a corporation or LLC, the name and contact information of the Chief operations officer.
- Address
- Email address as username + Password for access.
- Phone number
- Driver's license number with State of Origin.

Information for the appointment form:

- Property address as recorded in the County Record including lot and block.
- Date and time of the initial inspection.
- Property size.
- Fillable space for requirements for Certification (this is emailed back to the Landowner)
- Date 60 days following the initial inspection. (autofill) This is the target date for the property to have been certified.
- Name of technician that certified the property.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Hazard Mitigation Goal 3. Residents are well educated in wildfire safety.	Educate the Public regarding green fuels management and wildfire mitigation goals for the Village.	Director	Department personnel plus brochures and display material.	July 1, 2026	June 30, 2027

Description:

Steps needed to achieve this goal:

- During the certification process, meet with the landowner and explain the reasons we require thinning trees and removing natural fuels to mitigate the spread of wildfire.
- Participate in public forums such as the Garden Show to inform interested participants and distribute materials.
- Meet with local civic clubs to discuss the Village fuels management strategy through a slide show and discussions.
- Respond to landowners' inquiries regarding diseased trees and other forestry related subjects. This often require a site visit to the landowner's property.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Hazard Mitigation Goal 4	Hazard tree Removal	Department Director	Department Personnel $35,000 budget line item.	July 1, 2026	June 30, 2027

Description:

Remove hazard trees identified on Village owned property within timeframes in department procedures according to Village ordinance. Process the removal of neighbor-to-neighbor hazard trees when reported or identified according to ordinance mandates and departmental procedures.

Steps need to achieve this goal:

Neighbor to Neighbor Hazard Trees:

1. Trees are reported to the department
2. Department personnel visit the tree site and decide if the tree meets the criteria for a hazard tree.
3. The department then writes the owner a letter informing them of the tree and that it must be removed within 21 days.
4. If the owner can't find the tree in question normally, they contact the department.
5. The department gets permission from the owner to enter property and mark the tree(s).
6. The landowner has 21 days to remove the tree following the receipt of the certified letter.
7. After the landowner deals with the tree the department reinspects to assure that the hazard was abated.
8. If the landowner doesn't respond within the timeframe, then the landowner is referred to Municipal Court for a violation of the ordinance.

Village Hazard Tree:

1. The tree is reported to us or observed by us and determined to be a hazard.
2. The tree is mapped and marked with a number.
3. A contract for its removal is advertised and awarded to a contractor.
4. The tree is harvested and placed for grapple pick up.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Hazard Mitigation. Goal 5. Ruidoso is well-Prepared for emergencies	Natural Resources Goal 3. Policy 3.3 Action 3.4.B Hazard Mitigation Goal 1 Action 1.2.A	Department Director	Department personnel and funding. A 5-million-dollar legislative appropriation will provide funding for the actual mitigation work. The department will take applications from landowners, mark the property boundaries and work with the contractor to ensure that the Village fuel management criteria are met.	July 1, 2026	June 30, 2027

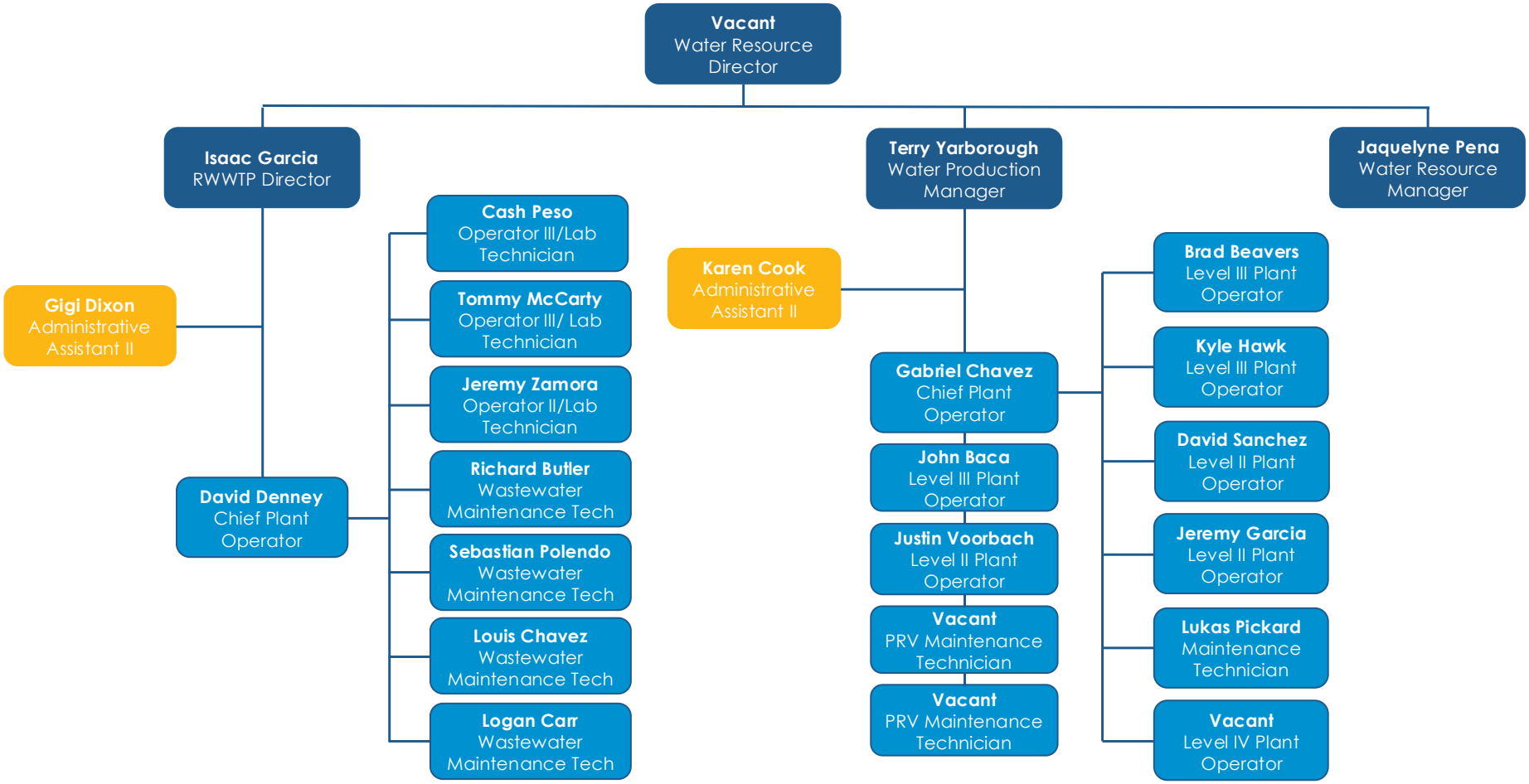
Description:

The Village participates in the Wildfire Defense Barrier Projects in managing thinning private properties in Camelot and south of US 70.

Steps needed to achieve this goal:

1. Take applications from landowners in the designated area for thinning their property and write the prescription needed to meet the Village fuels mitigation requirements.
2. Village employees will flag the property lines of the property to be treated.
3. The Village will work with the contractor to ensure that the criteria are met and do a final inspection before approving the project for payment to the contractor.

Water Resources Department



TACTICAL PLAN FOR:
Department: Water Resources
Manager: Jaquelyne Pena
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item Priority 1	Responsible Party	Resources Needed	Start Date	End Date
Natural Resources Goal 1, Policy 1.1, Action 1.1.A; Land Use Goal 2, Policy 2.1, Action 2.1.A; Land Use Goal 6 Policy 6.1, Action 6.1.A;	Develop a watershed-based plan compliant with EPA standards Project Cost: $399,122 – (90/10) CWA 319 Funds: $359,210.00 – 90% Village Match: $39,912.00 - 10%	Water Resource Director, Water Resource Manager	Work with NMED Watershed Protection Section for support/funding; funding from Village	07/01/2020	06/30/2026

Description:

A watershed-based plan is the planning phase. The intent is to develop an implementation plan to mitigate stream impairment from non-point sources. This process should comply with EPA standards and will allow the Village to apply for Section 319 funds through the EPA to implement various stormwater management projects. Ideally, this plan would help guide the development of overlay zones restricting types of development in areas needing protection.
Staff are actively working with NMED and Cobb Fendley on the development of this plan. Estimated completion by the summer of 2026.

Historical:

2021 – Staff have continued working with New Mexico Environment Department (NMED) on this process and have started to include more partners and have reached out to the United States Forest Service (USFS), Bureau of Land Management (BLM), and other divisions of NM State. New Mexico Environment Department (NMED) hopes to have completed the draft plan by the end of 2022.

2022 – Staff continued to work with New Mexico Environment Department (NMED) on this process. However, the plan could not be completed due to time constraints. Due to this, the Village is looking at applying for Section 319 Planning funds to have the Watershed Based Plan created in 2023.

2023 – Staff attended a Watershed Based Plan training in August. The Village received grant funds from the Surface Water Quality Bureau to complete the Watershed Based Plan in October 2023

2024 – Task Order was issued to Cobb, Fendley, and Associates to begin work on Watershed Based Plan. The H&H modeling commenced which will feed into the new floodplain maps. The scope of work also increased to include five HUC – 12's instead of two.

2025 – The H&H modeling and the Best Management Practices (BMP) development and measurable milestones have been completed. The stakeholder process has also been completed, and a community meeting was held in September 2025 were stakeholders and community members were invited.

Steps needed to achieve this goal:

1. Create interim measurable milestones
2. Create indicators of measurable progress
3. Create a monitoring plan
4. A second community meeting

Goal	Tactical Plan Item Priority 2	Responsible Party	Resources Needed	Start Date	End Date
Water Resources Goal 2, Policy 2.2, Action 2.2.A; Transportation Goal 5, Policy 5.1, Actions 5.1.A, 5.1.B, 5.1.C; Natural Resources, Goal 1, Policy 1.1, Action 1.1.C	Develop a drainage master plan with updated development standards Project Cost: $350,000 NMED CPB Funds: $350,000 Loan Funding: $100,000 Subsidy Funding: $250,000 Village Match: $0	Water Resource Director, Community Development Director, Flood Plain Manager, Water Resource Manager	Funding for third party contractor	November 2025	July 2026

Description:
A drainage master plan would identify water flows and sites of recurring flooding, and potential stormwater management solutions. Additionally, the drainage master plan would update various drainage related ordinances and standards. The Drainage Master plan will provide an effective planning tool to prioritize capital project investments to address drainage, flood control, and public safety. This project has been funded by NMED. Staff are working with Cobb Fendley on this, and the project will be completed in the Summer of 2026.

Historical:
2020 – This project was not funded in FY2021, and we will look to fund this project after FEMA sewer interceptor project is completed.
2021 – This project was not funded in FY2022, we will look to request this project in FY2023.
2022 – This project was budgeted for FY2023, but the master plan has not been started.
2023 – This project was funded by the Construction Program Bureau in July 2023.
2025 – Due to the fires and floods of 2024, the project was put on hold. The project got picked up again in November 2025 and a Task Order was issued to Cobb, Fendley, and Associates to commence work on the Drainage Master Plan.

Steps needed to achieve this goal:

1. Work with the engineer and NMED to help complete this project by deadline.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Water Resources Goal 1 Policy 1.1 Utilities Goal 1, Policy 1.1, Actions 1.1B and 1.1C	Two Rivers Raw Water Intake and Transmission Estimated Cost: $5,604,000.00 – (90/10) Water Trust Board: $4,704,000.00 -90% Village Match: $900,000.00 - 10%	Water Resource Director, Water Production Manager, Water Resource Manager	Funding from Water Trust Board, Work with Water Works Engineering and Village staff	July 2024	November 2026

Description:

This project will be designed for construction of a permanent raw water intake, pump station, and transmission pipeline to receive and divert flow from Rio Ruidoso to the pump back basin. Village staff is working with Water Works Engineering and New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) on this project. Construction is estimated to begin in Spring of 2026 and end in the Fall of 2026.

Historical:

2024 – Task Order was issued to Water Works Engineering to commence work on the Two Rivers Raw Water Intake and Transmission project.

2025 – Water Trust Board approved the funding for this project, and the funding will be released in 2026. The design phase has been completed, and the project has been advertised. A pre-bid meeting will be held in early 2026

Steps needed to achieve this goal:

1. Go out for bid
2. Obtain funding from Water Trust Board

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Hazard Mitigation Goal 1	• Flood Contingency Plan • Water Conservation Plan Estimated Cost: $78,391.58 Application is still being processed by the New Mexico Financial Authority (NMFA). Therefore, an exact amount of the funding and match can't be given at this time.	Water Resource Director, Water Production Manager, Water Resource Manager, Emergency Manager	Staff time to conduct the assessment; mutual aid agreements with other utilities	2025	2027

Description:

• The Flood Contingency plan will help plan to protect lives, minimize damage, and coordinate response to minimize disruption from flooding.
• The Water Conservation Plan is to manage and efficiently use limited water resources for current and future needs, ensuring long-term sustainability. This plan will be updated every 5 years or as needed.
SMA will be working on these projects. An application for funding was submitted to the New Mexico Financial Authority in September 2025 and applied for a Local Government Planning Fund for these two projects. Both projects are labeled under the Water Conservation Plan for the funding application.

Historical:

2025 – The Village applied for funding in September 2025 to the New Mexico Financial Authority (NMFA).

Steps needed to achieve this goal:

1. Obtain funding for this project
2. Work with SMA to complete project

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Land Use Goal 6 Policy 6.1, Action 6.1.A; Community Services Goal 1, Policy 1.1, Actions 1.1B, 1.1E, and 1.1F; Utilities Goal 1, Policy 1.2, Action 1.2.C	Implement an asset management plan Software Cost: $41,995.00 • ArcGIS Software – $30,200.00 – Paid by Planning & Zoning • Bently – WaterGems Software - $6,195.00 – Paid Water Resources Department • Laserfiche Software – $5,600.00 – Paid by Office of the Village Clerk	Water Resource Director, Water Resource Manager	Continued levels of funding ArcGIS software, Laserfiche software, WaterGems software	01/07/2026	12/31/2027

Description:

The department must continue to create the asset management plan, including updating the GIS Geodatabase. Improve records management on assets utilizing Laserfiche and WaterGems. The department will work on implementing an organized filing system for old and new documents, creating a map of the department's assets including water lines, sewer lines, culverts, tanks, wells, inlets, and water hydrants. Will work with staff to get the plan started and obtained information needed for this project.

Historical:

2025 - Scanning of documents has commenced and a filing system is being worked on to keep all physical documents organized for easy access both digitally and physically.
Staff have commenced work on an asset map that includes the following:

- Water lines
- Sewer lines
- Tanks
- Wells
- Fire hydrants

Steps needed to achieve this goal:

1. The Water Resource Department is trying to fill vacant positions.

TACTICAL PLAN FOR:
Department: Water Production
Manager: Terry Yarborough
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Water resource Goal 1 Policy 1.2 Action 1.2.A and 1.2.B	Water Tank Rehabilitation Project (phase 2-4)	Water Production Manager, Chief Plant Operator and Utility Director	Maintain current funding and seek additional funding if needed.	12/12/2023	12/31/2026

Description:

Phase 2- The installation of a new pressure tank and booster station at Plant 1, and Backwash tank Demo and PRV tie-in. Phase 3-Camelot Tanks (1&2), Plant 3&4 clear wells, and Alto East Tank. Phase 4-Big D, Grindstone 3Mil and Pine Cliff Tank

Steps needed to achieve this goal:

1. Support SMA with the design of Phase 2.
2. Seek Additional funding if unforeseen items come up.
3. Keep NMED updated on project status
4. Support from Water Distribution.

2025-D&R Tank finished rehabilitating the Alto East 5-million-gallon tank and the tank was brought online in December 2025. Which concluded Phase 1.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Water Resources Goal 1 Policy 1.1 Action 1.1.B,1.2	Improving the Efficiency of the Water Treatment Facilities	Water Production Manager, Chief Plant Operator and Utility Director	Maintain current funding and seek additional fund and manpower if needed	01/01/2025	12/31/2026

Description:

Replace all flow control valves at both Water Treatment Plants. This entails the replacement of 18 modulating Bray Controls butterfly valves with controllers. With an estimated cost of $65,000. (Prices range from 2800-3600 ea.) This will ensure the proper function of the plants. Decrease the possibility of valve leakage and decrease the possibility of malfunction. Also include the design and construction of walkways above the filters at Grindstone Plant 4, and a walkway above filter 2 at Alto Water Treatment Plant 3 for the maintenance of the blower unit, which currently is not safely accessible. With an estimated cost of around $150,000.

2025- Operators continued utilizing the Zeta Potential Analyzer to monitor and adjust the Polymer dosing at both Plants.

Steps needed to achieve this goal:

1. Secure funding
2. Source design engineering for Walkways
3. Source contractors.
4. Source valves
5. Implement replacement Procedures.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Water Resources Goal 1 Policy 1.1 Action 1.2 C	Protect and Enhance Source Water Protection and Quality.	Water Production Manager, Chief Plant Operator and Utility Director	Maintain current funding and Manpower	01/01/2020	12/31/2026

Description:

Update and implement a source water protection plan and continue to monitor wells and surface water supplies. Develop special overlay zones to protect source water areas.

2025- We had several virtual meetings and one in person meeting to review progress and go over future steps. Currently NMED is reviewing Lidar Data over the burn scar and flood areas to reevaluate the plan.

Steps needed to achieve this goal:

1. Work with and support David Torres from NMED.
2. Assistance from NMED.
3. Assistance from Water Resource Department.
4. Assistance from John Shoemaker and Associates.

Description:

Steps needed to achieve this goal:

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Water Resources Goal 1 Policy 1.1 Action 1.2 C	Alto Dam Alternative Analysis Evaluation and Design Project	Water Production Manager, Chief Plant Operator and Utility Director	Maintain current funding and Manpower	07/30/2024	12/31/2026

Description:

Contract with AECOM to reevaluate the flood discharge capacity of the Alto Dam Spillway and diversion channel using updated extreme precipitation data for the state of New Mexico. In addition, alternative analysis will need to be performed to determine the most appropriate design concept for mitigating flood discharge over the crest of a rehabilitated version of the existing dam or a replacement of the existing dam with a new dam. The primary concepts for the project involve embankment armoring utilizing roller-compacted concrete, enhancing spillway capacity utilizing a labyrinth spillway system, or a combination thereof. The overall purpose of the project is to either. The estimated cost for engineering is $343,690.00 including SGRT.

1. Rehabilitating the existing dam in such a way will not fail because of the inflow design flood overtopping event
2. Replace the existing dam with a structure designed to withstand the inflow design flood overtopping event, thereby mitigating the potential for dam failure of said event.

AECOM will collaborate with the Village of Ruidoso to identify key considerations and constraints (e.g., schedule, cost, resiliency) for the development of scoring criteria to rank the options determined from the alternatives analysis. The consultant will then design and prepare construction documents for the selected alternative.

2025-Funding was obtained from Water Trust Board, and Task order #1 was written for AECOM waiting to present to Council.

Steps needed to achieve this goal:

1. Obtain funding with Water Trust Board funding
2. Take task order #1 for AECOM to Council.
3. Provided additional documentation to NMOSE-DSB, as needed.
4. Supporting AECOM with data and information needed for the design scope.
5. Additional manpower if needed.

Description:

Steps needed to achieve this goal:

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Water Resources Goal 1 Policy 1.2 Action 1.2 A	Dam and Reservoir Improvements for Grindstone and Alto Lake Dams.	Water Production Manager, Chief Plant Operator and Utility Director	Seek additional funding and manpower for each task order.	July 2019	December 2026

Description:

Perform Dam improvement projects for Grindstone Dam (Dam drain cleaning, outlet structure and conduit inspection, emergency spillway inspection and repairs, Dam coating project, Dam Monitoring and future Regulatory Compliance items) to meet OSE-DSB past inspection deficiencies.

2025- Warranty work on the spillway was completed in early January 2025. All previous projects have been completed

Steps needed to achieve this goal:

1. Review of the recently received Dam Inspections done in the Fall.
2. Work up a plan to address any deficiencies.
3. Seek any additional funding needed.

TACTICAL PLAN FOR:
Department: Regional Wastewater Treatment Plant
Director: Isaac Garcia
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Natural Resources Goal 1 Policy 1.1, Action 1.1.A Park and Recreation Goal 1, Action 1.1. F	Maintain Effluent Quality	Department Director, Chief Plant Operator	Daily Operations, Daily and Monthly Lab testing, Chemicals for Filter Cleans, Manual/physical filter cleans	11/02/2022	12/31/2027

Description:

The Facility must meet all TMDL's (Total Maximum Daily Loads) on the NPDES permit issued by the EPA 365 days a year. This will be achieved with careful operation, daily and monthly lab testing, and filter chemical cleans when needed.

The RWWTP has been operating under the new NPDES permit since 2022 with minor violations that were caused by the flooding as a result of the Salt Fork fire. Measures have been taken to minimize/eliminate these violations for the remainder of this permit cycle.

Steps needed to achieve this goal:

1. The Village was issued a new NPDES permit with achievable TMDL's (total maximum daily loads) on December 1, 2022. Several changes were made that removed pollutants required to be tested for that were unable to be detected by laboratories around the state. Due to the amount of data needed to be compiled and processed, and the time needed to take additional samples (if they have not been taken or do not comply with analytical requirements) to complete the application forms, it is recommended to start the Permit renewal application process one year before the expiration date. The application must be submitted at least six months prior to the expiration date of the Permit, which would be before May 30, 2027. Therefore, the recommendation is to start the process in December of 2026.
2. Implement recommendations from Clayton TenEyck's 11/22/2022 memo "2022 NPDES permit renewal".

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Economic Development Goal 1 Policy 1.1, Action 1.3.C, Land Use Goal 6 policy 6.1, Community Services Goal 1 Action 1.1.B, 1.1. F	Regional Wastewater Treatment Plant Solar Installation	Public Works Director, Department Director, Chief Plant Operator, Water Resource Manager, Dale Lyons, S & M	SMA solar design, holt enterprise to install new solar array.	01/02/2020	12/31/2026

Description:

Complete solar feasibility study. Acquire/lease land for solar panel installation.

2023: It was decided by the JUB to move forward without purchasing the land adjacent to the Treatment Plant. Souder Miller is working with the funding agency to finalize the Categorical Exclusion and RFQ.

2024: SMA is leading the solar project and has come up with a design that will be installed within the Plant site. Holt enterprise has been selected for the construction and installation of the solar array.

2025: Engineering was completed and construction was started by Holt Industries immediately after. This project should be completed in 2026.

Steps needed to achieve this goal:

1. Received approval from JUB to proceed with solar project.
2. Wait for final design from SMA.
3. Holt enterprise is selected as a contractor for the completion of this project.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Natural Resources Goal 1 Policy 1.1, Action 1.1.A. Parks and Recreation Goal 1, Action 1.1. F	Replace existing UV sterilization with new updated unit	Public Works Director, Department Director, Chief Plant Operator, SMA	SMA Engineering drawings, acquire contractor for the installation of the new UV unit	01/02/2025	12/31/2026

Description:

Remove the existing UV station and replace it with a new and improved unit.

2025: SMA started the engineering process, as well as ordered equipment, and should have the new unit installed and complete in 2026.

Steps needed to achieve this goal:

1. Received approval from JUB 1/15/2025 to proceed with UV project.
2. Contract SMA to take on this project and find a reliable and correctly sized unit.
3. Advertise and hire a contractor to remove the existing UV unit and replace it with new unit.

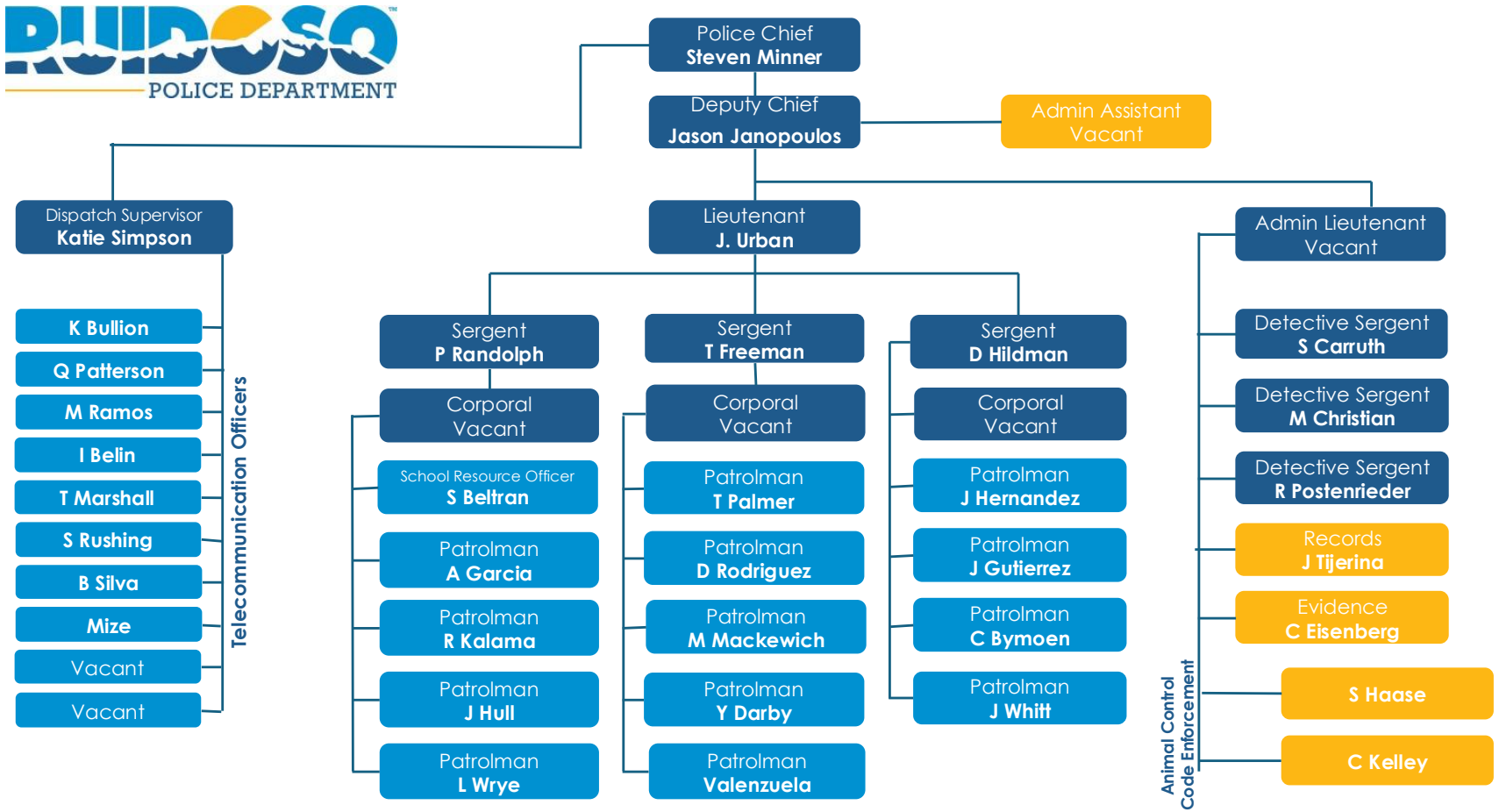
Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Natural Resources Goal 1 Policy 1.1, Action 1.1.A Parks and Recreation Goal 1, Action 1.1. F	Put last MBR train into service to increase plant capacity from 2.7 MGD to 3.7 MGD	Public Works Director, Department Director, Chief Plant Operator, SMA	Engineering drawings, acquire contactor for the installation of equipment for MBR train	01/02/2015	12/31/2030

Description:

Put MBR train #4 into service to add 1 MGD worth of capacity to handle increased tourist flows as well as to allow for service to other MBR trains.

Steps needed to achieve this goal:

1. Acquire engineer to complete project.
2. Purchase all pipe and blowers that will be needed for MBR train operation as there could be lead times in receiving equipment.
3. Identify a contractor to install all piping and blowers into MBR train.
4. Put MBR train into service. The engineering process for this project will start immediately after the completion of the UV sterilization station project.


RUIDOSO
POLICE DEPARTMENT
Police Chief
Steven Minner
Deputy Chief
Jason Janopoulos
Admin Assistant
Vacant
Dispatch Supervisor
Katie Simpson
K Bullion
Q Patterson
M Ramos
I Belin
T Marshall
S Rushing
B Silva
Mize
Vacant
Vacant
Telecommunication Officers
Lieutenant
J. Urban
Sergent
P Randolph
Corporal
Vacant
School Resource Officer
S Beltran
Patrolman
A Garcia
Patrolman
R Kalama
Patrolman
J Hull
Patrolman
L Wrye
Sergent
T Freeman
Corporal
Vacant
Patrolman
T Palmer
Patrolman
D Rodriguez
Patrolman
M Mackewich
Patrolman
Y Darby
Patrolman
Valenzuela
Sergent
D Hildman
Corporal
Vacant
Patrolman
J Hernandez
Patrolman
J Gutierrez
Patrolman
C Bymoen
Patrolman
J Whitt
Admin Lieutenant
Vacant
Detective Sergent
S Carruth
Detective Sergent
M Christian
Detective Sergent
R Postenrieder
Records
J Tijerina
Evidence
C Eisenberg
Animal Control
Code Enforcement
S Haase
C Kelley

TACTICAL PLAN
Department: Police
Director: Chief Steven Minner
Purpose: Develop goals for FY 2027 aligning with the VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 1	Refurbish holding cells	Chief Deputy Chief	TBD (waiting on quotes)	Upon Approval	Until completed

Description:

This is to contract with an outside company to come in and refurbish our existing prisoner holding cells. The holding cells are currently dangerous for both the officers and the prisoners. This will also be something that will help move us forward toward the accreditation process. This will also include replacing the existing controlled access and cameras for the sally port and booking room.

Steps needed to achieve this goal:

1. Based on initial quote, work through the procurement process to move forward with securing a company for refurbishing the cells.
2. Meet with company and agree to the design and process.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 2 Patrol Vehicle Fleet	Purchase three patrol vehicles	Chief	TBD (waiting on quotes)	Upon approval	Until completed

Description:

Given the state of our current fleet, this will be to purchase and upfit three vehicles for the patrol fleet. This will allow us to begin by removing some of the older vehicles and some of the vehicles that have more costly mechanical issues. Some of the issues we have had with our current vehicles are specific to the make and model, which are the Dodge Durango. We are trying to go back to purchasing Ford Interceptors, which in the past have not had as many mechanical issues. This goal includes the purchase and upfit cost of three white Ford Interceptor vehicles.

Steps needed to achieve this goal:

1. Upon approval of funding and following SPA, purchase three white Ford Interceptors either from what is on the lot or have them ordered if currently unavailable.

2. Get the vehicles to the upfitter for equipment upfit.
3. Research the option to trade in one or more of the older Dodge Durango vehicles to help offset future vehicle purchases.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Police Department Building	Begin researching a new building	Chief Deputy Chief	TBD	Upon approval	Ongoing

Description:

From available information, our current building is over fifty years old. We have had several issues regarding plumbing, leaks, and aging infrastructure. There have been discussions in the past about replacing the building or just remodeling the existing building. This goal would be to begin the process of securing an architect to redesign the facility, making better use of the property and designing it around a police department's needs instead of a bank. There is also an opportunity to include a fire substation in the re-design to assist FD with their aging building at Station 2.

Steps needed to achieve this goal:

1. Request an RFP for an architect who has experience in designing police departments.
2. Once identified, work through the process to design the new facility going over the department's needs and wants. This will allow us to be shovel ready if/when funding is secured.
3. Research funding opportunities such as USDA grants or other sources of funding.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Leadership	Develop leaders within the department	Chief Deputy Chief	$20,000	Upon approval	Ongoing

Description:

During my time as one of the department's administrators, I have had the idea that we have not done as good a job as we could when it comes to developing our upcoming leaders. Over a year ago, I began redefining the roles within the department. As it pertains to the village in terms of position, we obviously still have "supervisors", but it is a defined fact and my belief that supervision and leadership are two different terms. For this reason, I have made it a point to get away from the word supervisor and use the word leader within the department. It is my plan to begin leadership training as early as possible for those who desire leadership roles. I plan on beginning with training that is appropriate for the position, but as the leader moves up in the organization, they will attend more intensive training courses. Although I have LEPF funds, due to increased equipment needs and costs, I am asking for some of the funds to cover some of the more advanced training.

Steps needed to achieve this goal:

1. Beginning with the officers, we will find appropriate training that give them the skills needed to lead from their current position and start the critical thinking process. This will give them a better idea of what lays ahead if they decide to promote to a leadership role within the department.
2. Corporals will further their training by attending classes such as First Line Supervisor so they can begin to understand what is required of them and the leader above them.
3. Sergeants will begin attending classes such as the FBI / LEEDA (Law Enforcement Executive Development Association) trilogy classes for First Line Supervisors and Mid-Management. I will also look at having them attend at least one leadership conference such as those put on by Echelon Front.
4. Lieutenants will begin or continue attending leadership conferences, like Echelon Front, if they haven't already, and also more classes like the FBI / LEEDA Mid-Management and Executive classes. This will also be the time where we begin having them attend a more intensive class like the Law Enforcement Executive Program (LEEP), Northwestern School of Staff and Command, or the FBI National Academy.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Public Safety Initiatives	Move forward with public safety initiatives	Chief Deputy Chief	None	Current	Until completed

Description:

This is to develop and initiate initiatives within the department that not only enhance our abilities withing the department for handling or responding to different situations, but that give officers the ability for special assignments. The two items we are currently working on are the bicycle team and the swift water rescue team.

The bicycle team will be comprised of two (2) officers. This will allow officers, on scheduled days, to patrol specific areas such as Mid-Town during high traffic times. We will also be able to patrol and respond to areas like Wingfield Park and some of the routes that are used for the XTERRA and Ironman races.

Steps needed to achieve this goal:

1. We have received a quote for two e-bikes that are fully equipped and specifically made for police.
2. We are also applying for a grant that will help cover the cost of the e-bikes and related equipment.
3. Locate and send selected officers to an accredited IPMBA training.

The swift water rescue team is going to be comprised of four (4) officers who will attend the swift water rescue training that RFD will be hosting this year. This will not be a standalone team but will be used to augment the RFD swift water team as available during times of flooding.

1. Coordinate with RFD to attend the swift water rescue training.
2. Purchase required equipment
3. Training and equipment will be paid for by donation money that was given to the department specifically for this initiative.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
School Resource Officers	Coordinate with RMS and ENMU-Ruidoso to fund and recruit SROs	Chief Deputy Chief	Fifty percent salaries for one additional RMS SRO and one SRO for ENMU-Ruidoso	Upon approval	Until completed

Description:

For some time, I have wanted to increase our School Resource Officers to two for Ruidoso Schools. This would enhance response and security in the school systems. I have also been approached by ENMU-Ruidoso about funding an SRO for them as well. Both of these positions would be dedicated to their respective institutions but would also have the ability to assist with regular patrol operations when available.

Steps needed to achieve this goal:

- Agreement with RMS to fund one half the salary for another SRO for the RMS.
- Funding for one half the salary for one SRO for the RMS.
- Agreement with ENMU-Ruidoso to fund one half the salary for an SRO to include scheduling and responsibilities.
- Funding for one half the salary for one SRO for ENMU-Ruidoso
- Open up positions for hiring

TACTICAL PLAN FOR
Department: Consolidated Dispatch
Director: Chief Steven Minner
Purpose: Develop goals for FY 2027 aligning with the VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 1 Recruiting/Retention of personnel	To recruit and retain qualified dispatchers	Chief / Dispatch Supervisor	Active recruiting Attend Job fairs	Current	Until completed

Description:

Continue to attract prospective dispatchers and retain current ones.

Steps needed to achieve this goal:

1. Continue to research new advertising ideas to attract more applicants
2. Continue to review hiring practices to make sure we are effectively evaluating applicants
3. Continue to train and involve current employees in other processes to give them a sense of responsibility and ownership

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 2 Policies	Create policies and procedures for the Consolidated Dispatch Center	Dispatch Supervisor	Coordinate with the Consolidated Dispatch Board	Current	Until completed

Description:

Currently there are no formal policies for the dispatch center. Implementing a set of policies will ensure uniformity in all operations, limit liability, and ensure everyone is performing to a set standard.

Steps needed to achieve this goal:

1. Begin researching policies and best practices
2. Write and implement new policies and procedures

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 3 Emergency Medical Dispatch	Implement and train everyone on the new EMD program	Dispatch Supervisor	Purchase one server license - $15,000	Current	Until completed

Description:

With the board approval of the new EMD program for dispatch, the program will need to be implemented, and everyone will need to be trained in it.

Steps needed to achieve this goal:

1. Complete implementation
2. Train all dispatchers on the new program
3. Have program integrated into the Mark43 CAD system

TACTICAL PLAN
Department: Police Administration
Director: Chief Steven Minner
Purpose: Develop goals for FY 2027 aligning with the VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 1 Records Management	Organization / Disposal of Records / IPRAs	Chief Records Custodian	None	Current	Until completed

Description:

Work to organize records and work with Village Clerk to dispose of those that are outside of retention schedule and no longer needed for criminal prosecution. Continue to work with Village Clerk to handle IPRAs as needed.

Steps needed to achieve this goal:

1. Identify records that may be destroyed and work with Village Clerk to have destroyed
2. Organize and store records that must be maintained
3. Continue to handle IPRAs as needed and identify any processes that will either make requests and or their fulfillment more efficient
4. Review policies to stay in compliance with all laws and best practices
5. Work with implementation of the new body camera system
6. Work with administration to research an on-line payment system for IPRAs

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 2 Animal Control / PSA	Adding Police Service Aide to ACO	Chief Deputy Chief	None	Current	Until completed

Description:

Working with the Village Manager and P&Z, I was able to assist P&Z with a position dedicated only to Code enforcement. This would allow the new Code Enforcement Officer to work solely on code enforcement with the P&Z department, giving the issues more attention and allowing the ACO officers to focus more on animals and assisting patrol. We would then train the ACOs to also be PSAs. The ACO/PSA position would be able to assist the patrol officers with minor calls for service, minor crash reports, and other things that don't require a certified officer. This would also allow us the ability to use this as a recruitment position as well.

Steps needed to achieve this goal:

1. Develop policies and procedures for the ACO/PSA position
2. Develop a training curriculum for the position not only covering ACO but PSA as well.

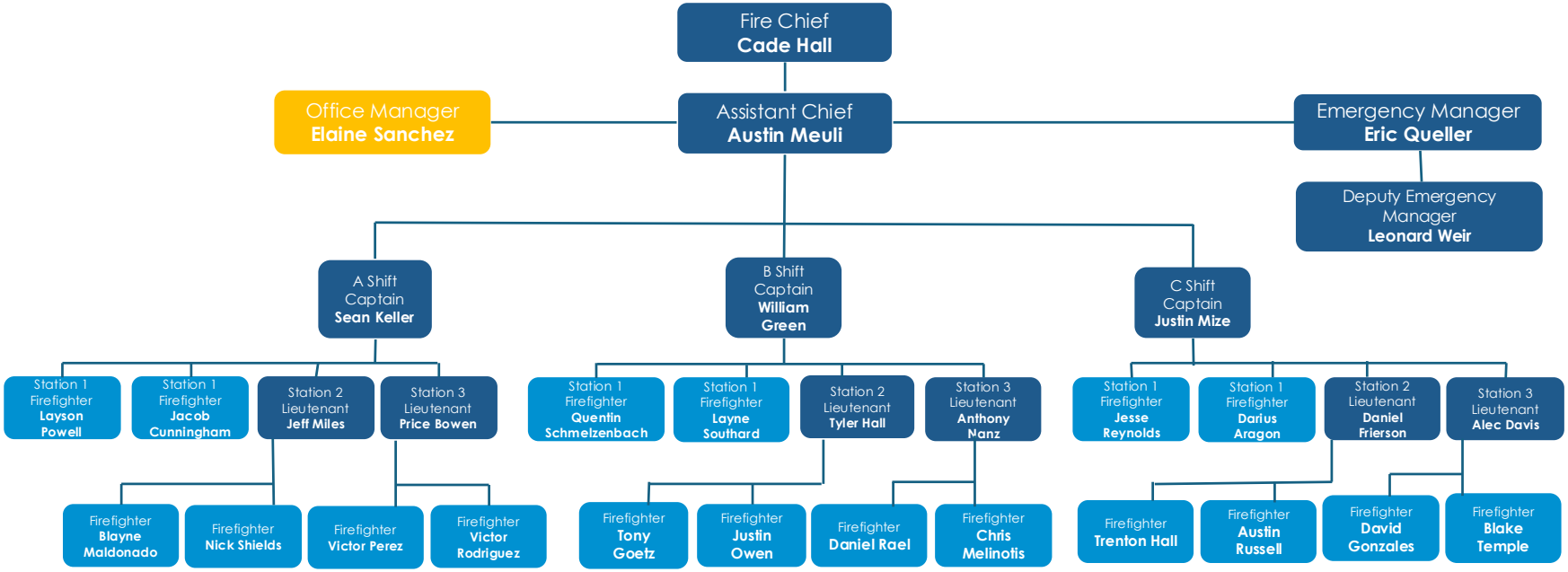
Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 3 Evidence	Organizing evidence and disposing evidence that is no longer needed	Evidence Custodian	None	Current	Until completed

Description:

With the new implementation of the Mark43 system, it is becoming easier to track evidence that is no longer needed for court. There are a lot of cases that have been disposed of and the evidence related to those cases can now be disposed of.

Steps needed to achieve this goal:

1. Work through old evidence and get dispositions for destruction.
2. Create and implement an evidence vault inspection by the immediate supervisor.



RUIDOSO FIRE DEPARTMENT & EMERGENCY MANAGEMENT

TACTICAL PLAN
Department: Fire
Director: Cade Hall
Purpose: Develop goals for FY 2027 aligning with he VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #1 Chapter 13-2	Building & Property Maintenance (Remodel & Make Station 4 a Main Station)	Fire Chief	Support from VOR & State Fire Marshal.	1/01/2026	07/01/2026
Description: Remodel existing Sub-Station 4 and make it a Main station Steps needed to achieve this goal: Secure Funding. Get property surveyed, Get acceptance from the Village Council & State Fire Marshal. Get blueprints and architect stamps. Find contractor. Draw up agreement.					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal # 2 Chapter 13-2	Building & Property Maintenance (Add carport to Station 3 to make it a State Fire Marshal approved station)	Fire Chief	Support from VOR & State Fire Marshal.	01/01/2026	07/01/2026
Description: Station 3 is not considered an approved station due to the inability to house 3 fire apparatus. State Fire Marshal has approved a carport to be built to accommodate the short fall and allow us to be approved for main station funding through the State Fire Marshals office. Steps needed to achieve this goal: Secure Funding. Get property surveyed, Get acceptance from the Village Council & State Fire Marshal. Get blueprints and architect stamps. Find contractor. Draw up agreement.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal # 3	Development of Ruidoso Fire Department Fire Marshal	Fire Chief VOR Finance Village Manager	New Position created. Office in the EOC Additional funding in the budget.	01/01/2026	05/01/2026

Description:

As Fire Marshal for the Village of Ruidoso, performs a variety of administrative and professional duties needed to plan, organize, direct and coordinate the management and general operations of the fire inspection and prevention programs. Is regarded as the subject matter expert on all matters related to fire these disciplines.

ESSENTIAL JOB FUNCTIONS (Fire Marshal):

- Serves as the Fire Code Official for the Village of Ruidoso
- Coordinates all departmental fire prevention activities and programs, recommends and develops proposed fire prevention policies, procedures, city ordinances and codes to ensure the safety of the Village and to enhance the effectiveness of the Department
- Manages Village-wide inspection and fire investigation functions: Includes inspections of new and remodeled commercial and public properties for compliance with Village adopted fire codes. Inspect businesses, industrial and lodging, including the schools to ensure compliance with the International Fire Code and the VOR Fire Prevention Code.
- Resolves complaint problems with owners within scope of knowledge and authority.
- Oversee inspection of fire sprinkler systems, and elements of fire prevention or protection systems.
- Studies and analyzes fire prevention codes and ordinance required to keep Village of Ruidoso current and progressive; identifies weaknesses of the same and recommends changes in Village code. Implement changes and educate fire department personnel and the public on new requirements and codes.
- Mitigates public complaints regarding fire code violations and fire hazards.
- Calculates water flow capacity for proposed fire safety systems.
- Examines building construction, storage practices and materials, building activity and occupancy (kind and number), fire prevention equipment, fire exits, electrical and heating appliances and accessories for proper function and safety.
- Develops and oversees effective implementation of fire evacuation plans and trains/tests general knowledge of commercial building occupants in relation to fire prevention, suppression and escape
- Coordinate with building officials, fire related code review and approval of occupancy loads.
- Attend pre-planning meetings with city staff, contractors, builders, architects, etc. Write memorandums and advise same regarding fire codes and perceived compliance with project proposals. Negotiates various compliance options. Issues letters of compliance during pre-construction to ensure needed changes during construction.
- Attend various planning commission meetings as needed to present Departmental positions on various codes.
- Monitors compliance with hazardous materials regulation storage within residential, business, institutional, commercial and public buildings.
- Issues burn (Open Fire) permits

- Serves as Arson investigator for Department. Responds to all fires in order to investigate cause and origin and to coordinate serious investigations with New Mexico State Fire Marshal (NMSFM). Coordinate all activities of NMSFM investigators engaged in fire cause determination. Gathers evidence when arson is suspected. Analyses evidence and coordinates with police/NMSFM to make arrests of suspected arsonists. Develops and prepares investigative reports, diagrams and summaries. Arrives at conclusions based upon evidence and makes recommendations affecting the status of various cases. Testifies in court as an expert witness as needed regarding cause and origin investigations.
- Maintains various files and records pertaining to prevention and investigation activities in a central filing system. Operate computer to store and retrieve file information.
- Collects information on public safety and makes appropriate presentations to the public.
- Administers various public education programs. Develops public education materials, brochures and posters. Delivers fire prevention addresses at public gatherings, schools, and special interest groups. Demonstrates fire hazards and fire prevention methods and procedures. Trains business employees in the use of extinguishers and hoses.
- Attends public gatherings to ensure observance of fire safety requirements, standards and regulations
- Working in coordination with the Planning and Zoning Departments to review and approve construction and development plans for fire code compliance. Examine plans to assure conformity to established state and local fire codes related to fire warning devices, alarm systems, automatic sprinkler devices, emergency exits, retardant materials, hydrant and fire wall locations

Other Responsibilities or Job Requirements:

- Serves as an emergency responder as requested by the Fire Chief or Assistant Fire Chief.
- Perform duties of Safety Officer when requested by the Fire Chief or Assistant Fire Chief for emergency incidents.

Steps needed to achieve this goal:

- Take before village administration and finance for position funding. If approved advertise for a qualified Marshal and interview.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal # 4 Chapter 4-5, 12-5, 13-2, 14-1 Policy 1.1	Continuation of Ruidoso Fire Department Wildland Division	Fire Chief VOR Finance Village Manager HR dept.	Support from VOR, HR and Finance.	04/01/2026	09/30/2026

Description:

The 2026 Ruidoso Fire Department Wildland Division Seasonal Program will be the 2nd season to assess the benefits of having additional personnel on a seasonal/part-time basis during Wildland Season. The season will run from approximately April through September, when the Fire Chief and Wildland Coordinator will continue to monitor this program as needed in attempt to grow every year protecting our residents throughout the wildland season.

Steps needed to achieve this goal:

This program will be funded through the Villages temporary hires program Wildland Division assignments to fires through the State Resource Mobilization Plan will be used to replenish wages while on assignments. The intent for 2026 will be to host 2 seasonal positions which will serve as Wildland Firefighters through the department and act as a support function to other disciplines within the Village and the Fire Department, with an emphasis on Wildland Suppression, Mitigation, Detection, and Prevention.
These two positions will increase the department's response to wildland incidents and supplement personnel on assignments when assisting other agencies and states through the RMP. There will be a multitude of benefits from these positions, to include but not limited to: Training, Funding, ISO Requirements, Recruitment, Retention, to name a few.
Hosting positions with a subjective mission and task, such as Wildland Firefighting, will allow the Department to provide better Preparedness and Readiness during the summer for 911 response, and Wildland Response. These months tend to be busier months from a 911 standpoint and require an increased level of flexibility of personnel and resources due to Wildland Incident Response. It is our intent as a department to provide the best service to the Village of Ruidoso, and this program will increase our capacity and capabilities to do so.
In 2024 the seasonal program, had it been in place, would have responded approximately 292 times to assist with 911 response within the village. It also would have provided at least 1 additional firefighter on 7 RMP Wildland Assignments and kept 2 fully certified FF/EMT's in jurisdiction for local emergencies. This is due to our limited staffing, a typical request when asking for a type 6 engine is 3 personnel, we've only been able to staff with 2 in the past which limits our requests. After implementing this program in 2025 we not only were able to accept and provide full staffing for assignments, we hired one of 2 temporary employees to a full-time position that cost $0 to train because he was being trained while learning as a temporary employee.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal # 5 Chapter 13-2 Preparedness and emergency response policy 1.1	Fire Apparatus maintenance and replacement program to improve response to emergencies. (Aerial Apparatus & Water Tender)	Fire Chief Director of Finance Village Manager State Fire Marshal's Office	Support from VOR & State Fire Marshal.	1/01/2026	Continuous

Description:

The department maintains services and provides a very diverse operation. The Ruidoso Fire Department responds to all emergencies within the Village of Ruidoso and in surrounding communities when requested. This includes structure fires, medical, Haz mat, water rescue, MVA, and wildland fires etc... The number of calls averages 1,951 per year. This fleet runs on a yearly basis with an apparatus and is a very maintenance intense program. The replacement of the fleet is imperative in the safety and health of the community and firefighters. The average age of our fleet is 21 years with the oldest fire engine being a 38-year-old truck which does not meet NFPA or DOT standards. This engine alone cost us around $8,000 last year in maintenance costs. We have made many attempts to replace this unsafe apparatus but have been unable to secure the funding through general fund, grants, or the New Mexico Fire Protection Fund.

- Village of Ruidoso has Mutual Aide Agreements when requested and Automatic Aide when threatening the VOR. Are Agreements consisting of Mescalero Apache Reservation, Ruidoso Downs, Bonito, (USFS) United State Forest Service and All of Lincoln County?
- 2020 Ruidoso Fire ran 124 calls for Mutual Aide in the County to include Lincoln/Otero.
- 2021 Ruidoso Fire ran 130 calls for Mutual Aide in the County to include Lincoln/Otero
- 2022 Ruidoso Fire ran 70 calls for Mutual Aide in the County to include Lincoln/Otero.
- 2023 Ruidoso Fire ran 60 calls for Mutual Aide in the County to include Lincoln/Otero.
- 2024 Ruidoso Fire ran 150 calls for Mutual Aide in the County to include Lincoln/Otero/Chavez/National
- 2025 Ruidoso Fire ran 157 calls for Mutual Aide in the County to include Lincoln/Otero/Chavez/National
- Develop a financial plan for apparatus replacement program.

Steps needed to achieve this goal:

Find Aerial & or Tender Apparatus and secure.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #6 Chapter 13-2	Staffing for Safety and Emergency Response.	Fire Chief	Additional Firefighters	1/01/2026	07/01/2026

Description:

The Fire Department must maintain the level of service and safety set forth by Ruidoso Fire Dept., VOR, Community and NFPA. NFPA 1710 states that every fire engine should be staffed with a minimum of 4 firefighters to safely operate at a fire scene. We currently staff Station 1 trucks with 3 firefighters, Station 2 with 3 and Station 3 with 3 firefighters. This is fully staffed with no one off. This is still below the industry standard and will be questioned in the event of an accident or injury. Twenty years ago, the fire department ran an average of 250 calls per year with a line staff of 18. Today we make over 1900 calls per year with a line staff of 27. This is still below the NFPA 1710 standards in those 24 years our call volume has increased a staggering 660% and we have not increased our personnel adequately to keep up with that increase. As a result, we have issues with scheduling, staffing, and ultimately safety. With the continual efforts to minimize overtime, we have elected to have a minimal manning of 7 on a day which puts us even further below the NFPA standard. To regain our coveted ISO 2 rating, we must demonstrate adequate staffing, and we are underperforming in this area. We simply need more staff in order to continue to offer safe and effective fire protection and Emergency Response. Our request is for 9 more firefighters which would put the 3 shifts each at 13 personnel. While this is still 6 fewer than the NFPA standard, it will help reduce the immense strain we are currently experiencing.

- Recruitment and Retention is a priority, and the Village of Ruidoso has been supportive and looking forward for the Safety of all in and who visit Ruidoso.
- The operations and demand for service has exponentially grown, we are an All-Hazard Department skilled and trained in Emergency Medicine All firefighters are EMT Basic at the bare minimum, Hazardous Materials Operations, Wildland firefighting, Structural Firefighting, Auto Extrication, High/Low & Confined space rescue, Swift Water Rescue, ARFF, Fire Inspectors and Fire Investigators. We are the only Paid Fire department in the County and we are requested for Mutual Aide frequently.
- Apply for AFG Safer Grant for personnel recruitment and retention assistance in 2024 did not receive.
- 2019 Call Volume RFD - 1,475
- 2020 Call Volume RFD - 1,727
- 2021 Call Volume RFD - 1,899
- 2022 Call Volume RFD- 1,910
- 2023 Call Volume RFD- 1,905
- 2024 Call Volume RFD- 1,951 with more calls not tracked due to calls within the main Southfork/Salt Incident being clumped to it.

Steps needed to achieve this goal:

Look at funding options to increase by talking to finance, applying for a Safer Grant and getting rewarded it.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal # 7 Chapter 5-1, 13-1, 14-1 policy 1.1	Fire Protection in the Village of Ruidoso ISO Class 2 Rating Retrogression.	Fire Chief, Village of Ruidoso, Water Dept., Dispatch	Support and funding to maintain staffing, apparatus, and equipment levels which will satisfy the requirements of ISO 2.	7/01/2026	07/01/2026

Description:

The ISO consists of several areas - Emergency Communications-RPD/RFD, Water Supply-RFD/Water, Fire Department Services-RFD, Training-RFD/VOR

- Staff has maintained all licensures, certifications, and training for qualified firefighting in the State of New Mexico.
- 30 Emergency Medical Technicians are up to date for 2025.
- ISO collects and evaluates information from communities in the United States on their Structure fire suppression capabilities. The data is analyzed using their Fire Suppression Rating Schedule (FSRS) and then a Public Protection Classification (PPC™) grade is assigned to the community. The surveys are conducted whenever there is a possibility of a PPC change. As such, the PPC program provides important, up to date.

Information about fire protection services throughout the country. The FSRS recognizes fire protection features only as they relate to suppression of first alarm Structure fires. In many communities, fire suppression may be only a small part of the fire Department's overall responsibility. ISO recognizes the dynamic and comprehensive duties of a community's fire service and understands the complex decisions a community must make in planning and delivering emergency services. However, in developing a community's PPC grade, only features related to reducing property losses from structural fires are evaluated. The PPC program evaluates fire protection for small to average size buildings. Specific properties with a Needed Fire Flow more than 3,500 gpm are evaluated separately and assigned an individual PPC grade.

This rating reflects how the Village of Ruidoso and Ruidoso Fire Department respond and reduces the risk to the community. This is vital to public and emergency responder safety.

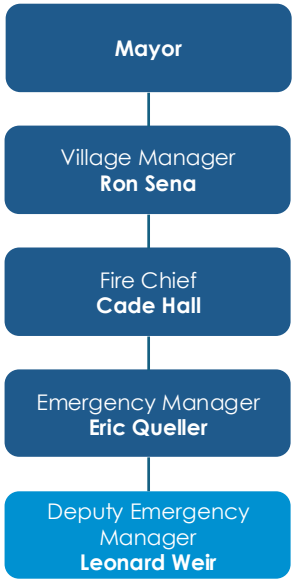
- The ISO rating Class 2 saves the VOR homeowners a significant amount of money.
- This rating also helps with the amount of funding the Fire Dept. receives on a yearly basis to support operations and safety.
- 694k is the total with an intercept payment for Fire trucks of 125k, which leaves 569k to maintain buy and replace all requests from the Fire Dept.

ISO rating survey was scheduled in the spring of 2027 We dropped from a Class 2 to a Class 3. We were given the option to go through the retrogression process which we have done. They showed us our short falls and suggested things to get back to a class 2 rating. These were some of their suggestions:

- Make Repairs to trucks to improve ISO rating.
- Hire more staff to improve ISO rating.
- Purchase new equipment (Trucks, Water Tender, Aerial)
- Hydrant testing and data entry
- Water flow capabilities
- Facility Training
- Quicker Dispatch times.

We have compiled all their data and have developed a plan to correct our short falls and be rated a Class 2 again.

OFFICE OF EMERGENCY MANAGEMENT



TACTICAL PLAN
Department: Office of Emergency Management
Director: Eric Queller
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 1., Policy 1.1. Generators for Government Infrastructure	Install and maintain generators at critical facilities to ensure reliable backup power.	Office of Emergency Management, Dept. of Homeland Security and Emergency Management, and Capital Projects.	Finances Generators	2024	Continuous

Description:

The Ruidoso Office of Emergency Management proposes to procure and install six backup generators to support critical infrastructure across the Village. This project supports the Village's mitigation and preparedness goals by ensuring continuity of operations during extended power outages caused by severe weather, wildfires, or other emergencies.

Generators will be installed at the following critical facilities:

- Pikes Peak Radio Repeater Site
- Camelot Radio Repeater Site
- Ruidoso Convention Center
- Ruidoso Community Center
- Village Hall

These sites were selected due to their essential roles in emergency response, communications, and community services. Backup power at these locations will allow uninterrupted operations during incidents that disrupt the electrical grid.

Project Implementation Steps

Needs Assessment and Grant Application:

Conduct site-specific power assessments, define generator specifications, and address installation challenges. Prepare and submit a Hazard Mitigation Grant application, including required risk assessments, cost-benefit analyses, and project documentation, in coordination with key stakeholders.

Budget Approval and Vendor Selection:

Finalize the project budget, secure required matching funds, and conduct a competitive procurement process. Vendors will be evaluated based on cost, experience, technical qualifications, and grant compliance.

Permitting and Site Preparation:

Obtain required permits and complete site preparations, including concrete pads, transfer switches, and any necessary electrical upgrades, in coordination with Public Works and the selected vendor.

Delivery, Installation, and Commissioning:

Install generators at each site, followed by load testing and simulated outage scenarios. Train designated staff on operation, safety, and basic maintenance before placing the systems into service.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 3, Policy 3.2, Action 3.2.A. Update the Emergency Operations Plan & Conduct Exercises	Revise the Emergency Operations Plan, including all 24 functional annexes and corresponding Standard Operating Procedures (SOPs). Follow this by conducting exercises in alignment with the HSEEP process.	Office of Emergency Management Lead, All VOR Departments.	Time	2024	Continuous

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Hazard Mitigation Goal 2, Policy 2.1. Outdoor Warning System & Radio Station Tower	Ensure the maintenance, upgrading, updating, and replacement of sirens as needed.	Office of Emergency Management, Finance, Capital Projects, and VOR Management	Grants, Sirens	2024	Continuous

Description:

Improving the Village's outdoor warning system is a key public safety initiative focused on modernizing, expanding, and integrating alerting technology to ensure timely and effective emergency communication.

Key Implementation Steps

Vendor Coordination and Planning:
OEM coordinated with the selected vendor to finalize project scope, schedule, and technical specifications. Village stakeholders, including Police, Fire, and Public Works, reviewed and approved system design, installation, and integration plans.

Site Preparation and Installation:
The vendor completed site surveys, permitting, and installation of new sirens, along with upgrades to existing infrastructure as needed. OEM coordinated access and readiness at all locations.

System Integration and Testing:
The system was configured for remote activation, monitoring, and integration with other emergency notification platforms. Comprehensive testing verified sound coverage, clarity, and system performance prior to final acceptance.

Ongoing Monitoring and Maintenance:
OEM is establishing a long-term monitoring and maintenance plan, including periodic system checks and continued vendor support to ensure reliability and system performance.

Process Update:
OEM has completed installation of nine new outdoor warning sirens across the Village, significantly expanding alert coverage. Three of the nine sirens are voice-capable, allowing for real-time spoken messages in addition to warning tones. All new sirens have been successfully tested and are fully operational. Testing confirmed adequate coverage, remote activation, and overall system functionality, with minor issues currently being resolved in coordination with the vendor. The Village now has a total of twelve outdoor warning sirens, including nine new and three existing units. OEM is working with the vendor to integrate the three existing sirens into the new platform, enabling unified activation, monitoring,

and management of all twelve sirens. Once integration is complete, the consolidated system will improve reliability, streamline operations, and strengthen the Village's emergency notification capabilities.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Hazard Mitigation Goal 2, Policy 2.1. High Water Detection System	Plan, Procure, Construct & Instal, and tie into early warning systems for flood detection.	Office of Emergency Management, Finance, Capital Projects, and VOR Management	Grants, High Water Detection System	2026	Continuous

Description:

Improving high water detection across the Village is a key public safety initiative aimed at reducing risk from flash flooding and post-burn scar flooding. The project focuses on deploying real-time monitoring at flood-prone locations to improve situational awareness and support timely decisions for road closures, evacuations, and emergency response.

Key Implementation Steps

Vendor Coordination and Planning:

OEM will coordinate with a qualified vendor and Village departments to define system requirements, identify priority locations, and establish a deployment schedule. Sensor types, trigger thresholds, communications, and data integration needs will be identified, with integration into existing monitoring and alerting platforms.

Site Preparation and Installation:

Installation sites will be selected based on flood history, burn scar impacts, critical roadways, and infrastructure vulnerability. The vendor will complete site assessments, permitting, and installation, including mounting, power or solar systems, and communications setup as needed.

System Integration and Testing:
Sensors will be configured for real-time monitoring and integrated into OEM dashboards and alerting systems. Automated alerts will notify responders when water levels reach predefined thresholds. Comprehensive testing will verify accuracy, communications, and alert performance prior to full operation.

Ongoing Monitoring and Maintenance:

OEM, in coordination with Public Works and the vendor, will implement a long-term maintenance and monitoring plan, including routine system checks and post-storm inspections. Collected data will be used to refine alert thresholds and strengthen future flood response and planning.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 3, Policy 3.2, Action 3.2.A. Upgrade Alerting and OEM Software	Upgrade current alerting and Emergency Management software systems.	Office of Emergency Management, Finance, IT Services, and VOR Management	Time, Funding	2026	Continuous

Description:

Upgrading the Village's alerting and emergency management software systems is a key initiative to strengthen coordination, situational awareness, and public communication during incidents. This effort focuses on modernizing and integrating platforms used for public alerts, incident management, resource tracking, and information sharing to support faster, more effective decision-making.

Key Implementation Steps

Vendor Coordination and Planning:

OEM will conduct a review of existing alerting and emergency management systems with Police, Fire, Public Works, and Administration to identify gaps, redundancies, and integration needs. Operational requirements, user roles, security considerations, and data-sharing needs will inform system upgrades or replacements, along with a phased implementation plan and budget.

System Selection and Configuration:

OEM will work with selected vendors to finalize system specifications, licensing, and timelines. Upgraded or new platforms will be evaluated for functionality, interoperability, cybersecurity, scalability, and long-term support, with contracts structured to meet state and federal requirements.

System Integration and Testing:

Alerting platforms will be integrated with IPAWS, the outdoor warning system, and other communication tools to ensure consistent messaging. Emergency management software will be integrated with GIS, WebEOC, resource tracking, and situational awareness dashboards. Functional testing will validate workflows, access controls, interoperability, and system performance before full deployment.

Training and Transition to Operations:

OEM will provide training for staff and EOC responders, supported by job aids and quick-reference materials. A phased transition will maintain continuity of operations while legacy systems are retired or scaled down.

Ongoing Support and Improvement:
OEM will establish long-term maintenance, update schedules, and user support processes in coordination with vendors and IT partners. System performance will be reviewed regularly and refined through exercises and real-world activations.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 3, Policy 3.2, Action 3.2.A. Development of an Emergency Management Academy	Develop a New Mexico Emergency Management Academy	Office of Emergency Management, Finance, ENMU-Ruidoso, and VOR Management	Time, Funding, Personnel, Technology, Student Workforce, Governance, Partnerships.	2026	Continuous

Description:

Ruidoso OEM is exploring the development of a New Mexico Emergency Management Academy in partnership with regional higher-education institutions, including ENMU–Ruidoso. The concept would combine academic instruction with applied, real-world emergency operations experience to support workforce development, operational readiness, and long-term emergency management capacity.

The proposed Academy would leverage the Village's Emergency Operations Center, command trailer, and emergency response activity to provide hands-on learning opportunities while supporting local emergency operations and building a skilled emergency management workforce.

Exploratory Focus Areas:

- Workforce development and training pipeline opportunities
- Student internships and practicum support for EOC operations
- Alignment with FEMA guidance, state requirements, and New Mexico hazards
- Use of Village facilities and operational resources for applied learning
- Funding and sustainability options

Next Steps:

OEM will continue evaluating partnership structures, curriculum concepts, and operational impacts before determining whether to pursue a pilot program or formal agreement.

TACTICAL PLAN FOR: Legal
Department: Legal
Director: Zach Cook
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
#1 Improve clean and lien processes	State statutes and Village Ordinances authorize the Village to remove debris and dangerous structures within the Village.	Zach Cook	Drafting of Resolutions, liens and possible District Court filings. Records management for expenses incurred.	ongoing	
Description: Steps needed to achieve this goal: Work with community development to manage the clean and lien caseload, including legal documents and financial records					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
#2 Continued compliance	New Mexico Sunshine Laws: Inspection of Public Records Act and Open Meetings Act	Zach Cook	Legal research sources and communication across Village departments	Ongoing	
Description: The number of IPRA requests the Village receives ebbs and flows from year to year; however, every request involves nuance and risk. The Village Clerk has a sophisticated understanding of the IPRA and OMA requirements, but each case varies related to the management of each issue under those statutes. Steps needed to achieve this goal: Constant communication for every IPRA request or OMA complaint and rapid response as required under the law.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
#3 Assist HR, Management and Directors	Management	Zach Cook	Legal research and drafting	ongoing	
Description: Management is constantly faced with legal challenges that require quick response and resolution to maintain daily operations of the Village. Steps needed to achieve this goal: Maintain accessibility and readiness to respond and resolve issues as they arise, or in the alternative, engage outside legal resources for further assistance.					

CLERKS



TACTICAL PLAN FOR: Clerk
Department: Clerk
Director: Yvonne Vigil
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
#1	To transfer all permanent public records to new storage site.	Clerk and Deputy Clerk	Space	Jan. 1, 2026	Dec. 31, 2026

Description:

All public records are either permanent records or have a retention date for destruction.

Steps needed to achieve this goal:

1. Organize all public records according to their retention date for destruction.
2. Prepare Certificates of Destruction for all with a retention date of 2025 for approval by the Governing Body.
3. Store all permanent records and those with a future destruction date at the new storage site.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
#2	Obtain a document management system.	Clerk, Deputy Clerk and Department Personnel	Software Training	Mar 9, 2026	Dec. 31, 2026

Description:
We currently only have a system that stores documents. We need a records management system either in Laserfiche or other software.

Steps needed to achieve this goal:

1. Purchase added Document Management in Laserfiche or purchase new software.
2. Software training on: Restructure of repository; scanning workflow and deletion of records that have reached their retention or do not belong in Laserfiche or other software.

Train department personnel on scanning and retaining public records in Laserfiche or other software.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
#3	Update and Maintain Vehicle Inventory List	Clerk, Deputy Clerk, Safety Officer and Department Personnel	Vehicle Inventory Information from Departments	Jan 1, 2026	Dec 31, 2026

Description:

Asset Inventory

Steps need to achieve this goal:

1. Reach out to all departments for a list of their vehicle inventory and inventory numbers
2. Enter inventory insurance portal, and assign inventory numbers
3. Create and maintain a Master Inventory List

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
#4	Create a Master List of all Village Board and Commission appointments with terms, and provide meeting administration training for liaisons	Clerk, Deputy Clerk	Time	Jan 1, 2026	Dec 31, 2026

Description:

Create a Master List of all Village Board and Commission appointments with terms, to ensure adherence to the Code of Ordinances. Provide Open Meetings Act training to liaisons.

Steps need to achieve this goal:

1. Gather all the information on Boards and Commissions from liaisons.
2. Organize the information.
3. Schedule training.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
#5	Training to achieve certification as a Certified Municipal Clerk for Deputy Clerk and Master Municipal Clerk for Clerk	Clerk, Deputy Clerk	Funding for the Clerk and Deputy Clerk to achieve designation as a MMC and CMC.	January 1, 2026	Ongoing
Description: Training for Certification as a Master Municipal and Certified Municipal Clerk Steps need to achieve this goal: Attend all training offered for the Clerk and Deputy Clerk to receive designation as a Master Municipal and Certified Municipal Clerk					

HUMAN RESOURCES DEPARTMENT



TACTICAL PLAN FOR:
Department: Human Resources
Director: Cheryl Gerthe
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 3 Policy 3.2	Analyze Compensation Study Results and Develop Recommendations for the Governing Body	HR Manager	Human Resources Finance Director Village Manager	January 2026	May 2026

Description:

Ensure the Village's compensation structure remains competitive, equitable, and fiscally responsible to ensure we can attract, retain and motivate a high-performing workforce. Our ability to deliver essential services to the public depends on recruiting and retaining qualified individuals in a competitive labor market.

Steps needed to achieve this goal:

1. Evaluate pay adjustment cost scenarios with the Finance Director, Village Manager, and Governing Body including options below:
    a. Targeted compensation adjustment to ensure employee wages align with either the 25th percentile (lag the market) or the 50th percentile (meet the market) or the 75th percentile (exceed the market) of market benchmarks to promote internal equity and external competitiveness.
    b. Cost of living adjustment
    c. PERA employer percentage adjustment
2. Options and recommendations presented shall balance market competitiveness with fiscal responsibility.
3. An option to consider would be to implement in phases to minimize budgetary impact.
4. Recommendation from HR will be made to eliminate the 1% pay for performance increases beginning July 1, 2026, which will require an update to the personnel policy.
5. Direction from the Governing Body will be requested on:
    a. Preferred adjustment approach (targeted, COLA, phased)
    b. Timing and funding strategy for implementation.
    c. Eliminating Pay for Performance

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 3 Policy 3.2.A	Organizational Assessment	HR Manager	Human Resources Staff Directors and Managers Village Manager Finance Director	February 2026	July 2026

Description:

Human Resources has identified a need to assess Organizational Structures throughout Village Departments. By evaluating the organizational structure, the Village can identify gaps specifically where mid-level management may be needed. By creating mid-level management roles where there are gaps, we can ensure that span of control is managed and that mid-level supervisors work closely with Management on skill development, problem solving abilities, and both personal and professional growth. This process will play a significant role in succession planning initiatives by ensuring that mid-level positions exist and act as steppingstone positions for employees to allow opportunities for advancement.

Steps needed to achieve this goal:

1. Review current organizational chart and identify gaps in middle management levels while considering size of Department and operational demands.
2. Analyze the responsibilities and skill sets of existing mid-level employees.
3. Evaluate the current career progression paths within each Department.
4. Determine which Departments require additional or new middle management.
5. Identify skills and competencies needed for future middle managers.
6. Work with Management to draft job descriptions for potential middle management positions.
7. Work with Finance and Administration to analyze information and implement.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 3 Policy 3.2.A	Workforce Planning and Succession	HR Manager HR Staff	HR Manager Village Manager and Management Collaboration	February 2025	Ongoing

Description:

Human Resources has identified a need to prioritize building a future ready workforce for the organization. Training and development will be a focus for the organization in 2026. This will ensure the organization has the right people, with the right skills, in the right positions to maintain level of service and continuity of services, manage retirement, and reduce operational risk.

Steps needed to achieve this goal:

1. Human Resources will build a training program for the 2026 calendar year with once-a-month training to build internal talent pipelines
2. Continue to utilize ENMU-Ruidoso for additional specialized training.
3. Continue utilizing internship program which proved to be very successful last year.
4. Create mentorship program for critical roles in the organization essential to service delivery to capture organizational knowledge when an employee retires.
5. Continue succession planning efforts.
6. Conduct interviews with employees and conduct engagement surveys.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 3 Policy 3.2.A	Employee Performance and Retention Incentive Strategy	HR Manager	Finance Director	February 2026	May 2026

Description:

A strategic need has been identified to improve level of service outcomes, accountability, and employee retention through structured performance incentives. This incentive strategy will serve as a skills sustainability tool and will be a cost-effective alternative to turnover and underperformance due to skills gaps.

In collaboration with Village Leadership, an incentive plan has been drafted to incentivize employees to earn valuable certifications, many of which are earned through state and national professional agencies.

Incentive plans are valuable within organizations because they motivate employees to actively pursue professional development, which leads to increased productivity, a more skilled workforce, improved employee retention, and a positive organizational image.

Steps needed to achieve this goal:

1. The Human Resources Manager will work with the Finance Director to provide a cost analysis to present to the Governing Body.
2. Draft an approval process for employee eligibility.
3. Goal of implementation if approved is end of Spring 2026.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 3 Policy 3.2.A	Digital Platform for Efficient Policy Implementation, Review, and Management	HR Manager HR Staff	HR Staff Time to Schedule Demo Time to Train Staff	February 2025	July 1, 2026

Description:

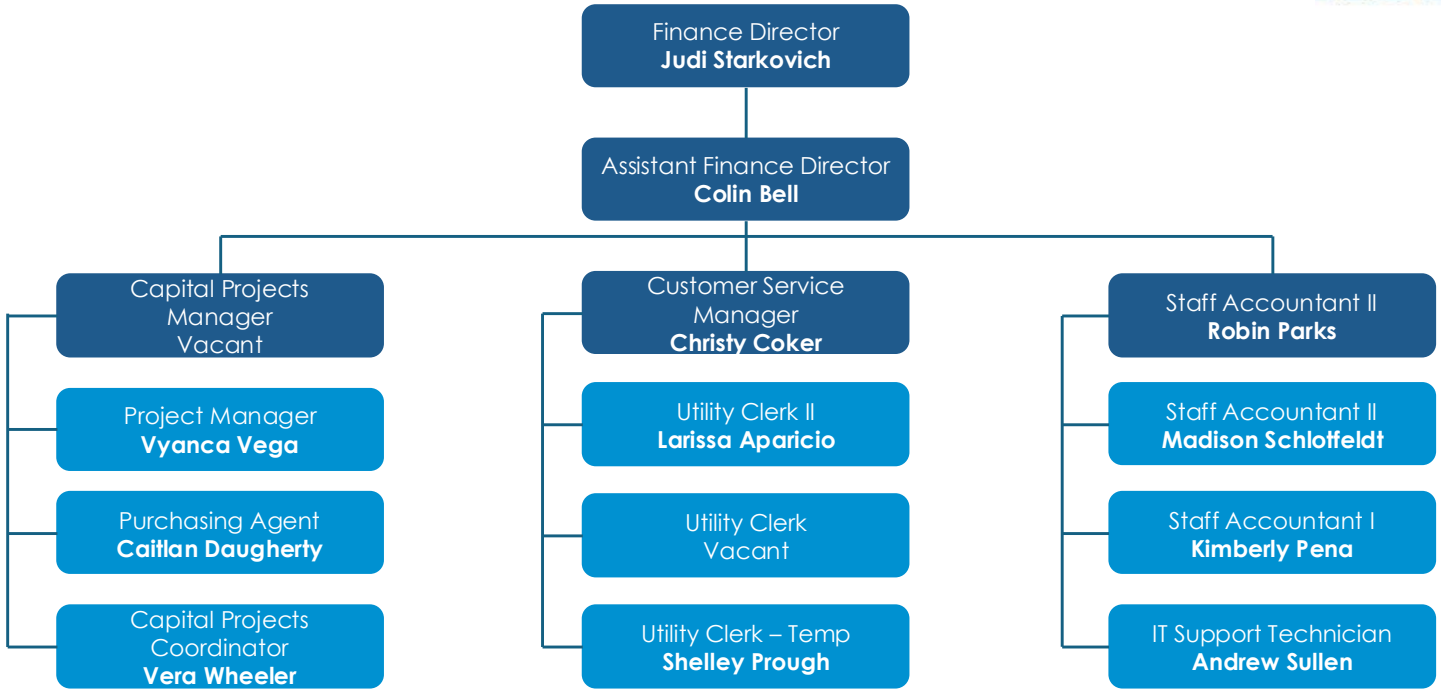
Human Resources has identified the need to identify, vet, and implement policy management software to enhance policy governance, compliance, and operational efficiency through a secure, digital platform. This platform will allow the municipality to confidently develop, review, approve, distribute, and track every policy.

Policy management software will improve **policy version control**, ensuring that all policy changes are tracked, authorized, and auditable. The platform will help the municipality maintain policy review cycles in line with legislation and regulations, automate approval workflows, and facilitate employee training, acknowledgements, and compliance tracking.

Steps need to achieve this goal:

1. HR will demo and assess available policy management platforms, considering functionality, compliance, security, and cost.
2. Evaluate benefits, cost, training and implementation timeframe
3. Test selected software with pilot group, gather feedback, and develop workflows.

FINANCE DEPARTMENT



TACTICAL PLAN FOR:
Department: Finance
Director: Judi Starkovich
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Conduct a Comprehensive Financial Planning Process and Write a Comprehensive Financial Plan	Prepare a CAFR. Take the Annual Financial Report of the Village and expand it into a Comprehensive Annual Financial Report. Need to add a transmittal letter, a statistical section, and some additional schedules.	Finance Director	Time to visit with County, Auditor, and Financial Advisor to complete analytical section. Costs to be minor.	January 2020 (Continuation from Prior Year)	Until Report Converted to CAFR Format

- Review the checklist for preparing a Comprehensive Annual Financial Report (CAFR) from the Government Finance Officers Association (GFOA) to determine the sections that are lacking in our current audit report.
- Contact our auditor, Chris Garner, Patillo, Brown, & Hill, to sign a small service agreement so that he can help gather some of the data needed for the statistical section and to help guide the Finance Department on what other areas are lacking.
- Contracted with Jim Cox Consulting to help with statistical information and review. FY 2024 Audit will be under new format.
- FY 2026 may be under new format.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Conduct a Comprehensive Financial Planning Process and Write a Comprehensive Financial Plan	Develop operating manuals that can be given to departments with screen shots and explanation on how to process tasks within Tyler Incode X.	Finance Director and Staff Accountant II	Employee Time	February 2020 (Continuation from Prior Year)	October 2025

- The Finance Staff has several areas completed: Budget input, budget reports, general ledger inquiry, purchase requisitions and budget adjustment. Need to update screen shots and gather documents into a single PDF.
- The vacancies in the Finance area have impeded our progress of developing these manuals.
- Establish monthly training component as in person and zoom with recording for those unable to attend.

- Manuals and training have been identified but due to workload have not been able to do monthly training. Scheduling regular training with Tyler through PACE to start in Feb 2026.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Conduct a Comprehensive Financial Planning Process and Write a Comprehensive Financial Plan	Comprehensive Financial Planning. Help in the development of cost-of-service rates for departments. Assist finance in developing five (5) and ten (10) year plans to ensure adequate funding not only for capital projects but for required levels of service for events.	Finance Director	$20,000 - $50,000 For Financial Advisor, Engineers, Planners, etc.	Ongoing Each Fiscal Year	June 2026

- Finance Director will need to meet with Financial Advisor to help develop financing based on growing needs of the Village.
- Finance will review personnel costs and work with departments to develop cost of service rates.
- Without an Assistant Finance Director, it is impossible to tackle this issue.
- VM and finance Director need to meet with Fatelis to view the financial model used of the rate analysis in order to adapt that model to all funds within the Village.
- Once AFD hired will jump back on project. Just starting training.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Conduct a Comprehensive Financial Planning Process and Write a Comprehensive Financial Plan	Hire an Assistant Finance Director	Finance Director, Deputy Village Manager, HR Director	Headhunter for specialized positions nearing retirement. $100,000	Ongoing Each Fiscal Year	June 2025

- The Finance Director needs an Assistant to take care of the day-to-day activities that are routine. During quarter-end and year-end, the amount of work is overwhelming for one person. COMPLETED New Assistant Finance Director hired in Nov 2025.
- Still cross training employees in FD job duties.

TACTICAL PLAN FOR:
Department: Utility Billing
Director: Judi Starkovich
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Conduct a Comprehensive Financial Planning Process and Write a Comprehensive Financial Plan	Develop a policy and process of addressing delinquent accounts and the process of applying liens.	Utility Supervisor along with Legal and Village Clerk	Employee Time	February 2022	September 2025

- Research statutes information on lien processing and delinquent utility accounts.
- Reach out to other municipalities on how they handle delinquent accounts and if they enforce liens.
- Meet with Legal to determine options so that a process can be determined on how to file and enforce liens.
- Make recommendations to Council on policy changes.
- The retirements in the UB area hampered progress. Now that positions are filled and the current UB supervisor is becoming familiar with the process, she is currently working with the Village Clerk to complete task.
- UB Supervisor and Village Clerk are still working on process.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
One Stop Shop for Utility Connections	With the RJU Admin Departments moving over to Village Hall, a single application needs to be developed so that the street cut permit, the water and sewer taps, and coordination of any other fees is located on one application so that Utility Billing clerks can walk the customer from initial connection to billing.	Utility Supervisor, Staff Accountant II along with RJU Admin	Employee Time	February 2022	June 2026

- Meet with Planning & Zoning and RJU Admin to set up standard fees for sewer taps, street cuts, water taps, and any other fees into the Citiworks software. This would allow up front collection of all fees once an application is filed.
- Group will need to determine if any changes to the current service application will be needed.
- UB Staff will be trained on Citiworks once it is up and running.

- Management is making decisions on Citiworks software continuation. Once final decision is made project will continue and UB Clerks will be trained on the software.
- Decision made to switch to MyGov software. Implementation is currently ongoing, scheduled to be operational by mid-April 2026.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Streamline Utility Bill Format	The bill format has not been reviewed in at least 20 years. Need review to make it easier to read and incorporated useful information on consumption and comparisons	Utility Supervisor, Staff Accountant II	Employee Time	February 2022	November 2025

- Contact Incode with options on different bill formats that can be processed through the software
- Meet with utility departments to receive comments on bill format and prepare a few options for bill layout.
- Make a recommendation to Council
- Need to update the UB Supervisor of task so that she can complete.
- Project stalled so that new UB Supervisor could learn other job duties.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Convert Billing Cycles from Four (4) to Two (2)	Condensing billing cycles will allow customer bills to be due on the same day each month.	Utility Supervisor, Staff Accountants. Finance Director	Employee Time	February 2025	November 2025

- Contact Incode with options on different bill cycle options through the software
- Run parallel billing databases to ensure that change will meet expectations.
- Make a recommendation to Council.
- Project on hold at this time, working on other billing issues and will determine if this step will be beneficial in the future.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Identify a Backup for Utility Bill	Currently only one person knows and can run the utility billing process. Need to make sure someone else understands and can run the UB process.	Utility Supervisor, Staff Accountants	Employee Time	February 2025	February 2026

- Contact Incode with options on different training options.
- Shadow the UB Supervisor to learn about our billing process.
- Run billing for three (3) months by themselves.
- Completed! UB supervisor and UB Clerk II are both able to process utility billing. Still working on cross training for portions of the UB module.

TACTICAL PLAN FOR
Department: Information Technology
Director: Judi Starkovich
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Long Term Capital Replacement Calendar	Identify all major IT equipment	IT Tech, Systems MD, and Staff Acct II	Employee Time	February 2026	June 2027
· Identify all major servers and other IT equipment with life span of 3 – 7 years · Develop CERF calendar for replacement with potential projected funding identified · Needed so all servers and other equipment will not be replaced in the same fiscal year					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Redundancy for all systems	Identify all major IT equipment and communication systems	IT Tech, Systems MD, and Staff Acct II	Employee Time	February 2026	June 2027
· Identify all major servers and other IT equipment and communications systems. · Develop plan if not already in place for redundancy in case of power outages or other emergency situations. · Needed so staff will be able to always continue the operations of village services					

TACTICAL PLAN FOR:
Department: Capital Projects/Purchasing
Director: Judi Starkovich
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Crosstrain Purchasing Agent and Capital Projects Specialist	Since the positions work in the same office, they should be able to back one another up.	Purchasing Agent and Capital Projects Specialist	Employee Time	February 2025	September 2026
• Each position must train the other in their duties. • Due to promotions - new people hired in these positions during FY2026, continuing the cross training with for both positions.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Additional Training for Procurement and Contracts	Since the Purchasing Agent and Capital Projects Specialist are new to the Village, additional training is needed. Suggested topics: procurement, contracts, wage decisions, and excel.	Purchasing Agent and Capital Projects Specialist	Employee Time	February 2025	June 2027
Look at NM Edge and other professional organizations for additional training opportunities.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Hire Capital Project Manager	Position oversees the Purchasing Agent, Capital Projects Specialist, and the Project Manager.	Finance Director	Employee Time	February 2025	June 2026
Review job description and fill out requisition in NeoGov.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Procurement	Online – e-procurement	Finance Director, Customer Service Manager	Employee Time	February 2025	June 2026
High volume of procurements, e-procurement would help facilitate repetitive processes. Research options available.					

EVENTS AND STRATEGIC PARTNERSHIPS



Boards and Commissions
- Lodger's Tax
- Chamber of Commerce
- Ruidoso Midtown Association

TACTICAL PLAN FOR:
Department: Events and Strategic Partnerships
Director: Eddie Ryan
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 1 Community Events	Identify and prioritize events that foster positive community growth, promote a pro-growth environment, and generate significant economic impact through increased tourism, visitor spending, and Lodgers' Tax and General Receipts Tax (GRT) revenues.	Eddie Ryan	Full Time Event Coordinator Admin	January 2026	Ongoing

Description:

When evaluating community events, the Village's objective is to assess their direct impact on increasing tourism and generating measurable economic benefits. This framework is designed to determine appropriate funding levels for event organizers while ensuring that Village investments attract visitors and produce positive returns through Lodgers' Tax and General Receipts Tax (GRT).
A strategic focus on community events strengthens local engagement, enhances quality of life for residents, and supports economic growth. Insights gathered through evaluation and data analysis will guide both event organizers and the Village in making informed decisions, refining future programming, and aligning community events with broader tourism and economic development goals.

Steps to Achieving This Goal:

1. Define Evaluation Criteria
   Establish clear and consistent criteria for assessing community events, including attendance levels, visitor origin, participant feedback, and measurable economic impacts on General Receipts Tax (GRT) and Lodgers' Tax.
2. Utilize Data Analytics Tools
   Leverage data analytics resources, such as the Economic Impact Calculator, to collect and analyze event data. This ensures funding decisions are informed, transparent, and aligned with measurable outcomes.
3. Stakeholder Engagement
   Collaborate with event organizers, local businesses, nonprofits, and community members to understand needs, expectations, and opportunities for improvement, fostering a coordinated and strategic approach to event success.

4. Strategic Funding Plan
   Develop and implement a funding strategy aligned with Village goals, prioritizing community events that demonstrate the strongest potential to drive tourism and generate positive Lodgers' Tax and GRT impacts.

Progress to Date:

The Village successfully hosted a summer concert series along with several additional community events that achieved strong attendance, positive participant feedback, and meaningful community engagement. These events provided valuable data and insights to support future evaluation efforts and strengthen funding decisions moving forward.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 2 Music Events	Attract and support musical groups that align with the Village's character, values, and visitor experience while driving tourism, community engagement, and measurable economic impact.	Eddie Ryan	Pollstar subscription Concert Production Supplies	January 2026	Ongoing

Description:

The Village's objective in evaluating music events is to assess their direct impact on increasing tourism and generating measurable economic benefits. By identifying optimal funding levels for music event organizers, the Village seeks to strategically attract visitors while maximizing positive returns through Lodgers' Tax and General Receipts Tax (GRT).
A deliberate and targeted focus on music events enhances the visitor experience, strengthens community engagement, supports local artists, and contributes to the long-term economic vitality and prosperity of the Village of Ruidoso.

Steps to Achieving This Goal:

1. Criteria Development
   Develop comprehensive and consistent criteria for evaluating music events, considering factors such as audience appeal, genre diversity, target demographics, historical performance, and tourism draw.
2. Data Collection and Analysis
   Work with media partners to collect and analyze data related to music events, including attendance, visitor origin, audience demographics, length of stay, and estimated economic impact during and after each event.

3. Funding Strategy
   Create a funding strategy model based on each event's expected and demonstrated impact. Considerations will include event scale, production quality, marketing reach, and the event's ability to attract out-of-market visitors.
4. Community Engagement and Promotion
   Implement initiatives that encourage collaboration among event organizers, local businesses, artists, and residents. Utilize coordinated marketing strategies to increase awareness and amplify events reach across digital, regional, and partner channels.

Progress to Date:

The Village successfully hosted a Municipal League concert featuring a variety of local and national talent. The event demonstrated strong community participation, supported local musicians, and provided valuable insights into audience engagement and operational planning for future music-focused events.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 3 Film Events	Serve as the primary point of contact for film and media productions to attract, support, and manage filming activity in the Village of Ruidoso, while maximizing tourism exposure, community engagement, and economic impact through increased Lodgers' Tax and General Receipts Tax (GRT).	Eddie Ryan	FilmRuidoso.com website Location Pro Subscription Film Related Events Participation	January 2026	Ongoing

Description:

As Film Liaison, the Village's core mission is to evaluate and amplify the impact of film productions on tourism growth and overall economic activity within the community. By fostering strategic partnerships with film producers and studios, the Village seeks to ensure film projects generate measurable benefits through increased visitation, Lodgers' Tax, and General Receipts Tax (GRT).
A focused emphasis on film-related productions and events strengthens community engagement, supports the local film ecosystem, and positions Ruidoso as a competitive and film-friendly destination. This comprehensive approach includes evaluating economic impact, encouraging community participation, and leveraging film exposure for long-term, sustainable economic growth.

Steps to Achieving This Goal:

1. Evaluate Production Impact
   Assess film productions and related events for their potential impact on tourism, visitor awareness, overnight stays, and local economic activity.

2. Strategic Funding Allocation
   Develop a strategic funding framework for production offices and film-related support services, prioritizing projects with the greatest potential to drive tourism and economic return.
3. Stakeholder Collaboration
   Establish and maintain strong working relationships with film producers, directors, actors, production companies, and studios. Provide guidance on local services, permitting, locations, and opportunities for community engagement.
4. Film Ruidoso Website
   Maintain a dedicated website, FilmRuidoso.com, to showcase filming locations, streamline production inquiries, and continuously improve support resources for film productions and related events.

Progress to Date:

The Village successfully hosted several motion picture productions, with the majority focused on family-oriented and seasonal holiday content. These projects significantly elevated Ruidoso's visibility within the film industry and demonstrated the Village's capacity to support large-scale productions while generating meaningful tourism exposure and measurable economic impact for the community.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 4 Outdoor Recreation Events	Attract and support outdoor recreation opportunities that align with the community's needs, values, and natural assets while driving tourism, enhancing quality of life, and generating measurable economic benefits.	Eddie Ryan	Ongoing	January 2026	Ongoing

Description:

The Village's strategic approach to outdoor recreation events centers on positioning outdoor recreation as a primary driver of tourism and sustainable economic growth. By leveraging Ruidoso's natural assets, trails, forests, and adventure opportunities, the Village evaluates events based on their ability to engage participants in authentic outdoor experiences while generating measurable economic benefits.
Funding decisions are guided by each event's capacity to attract visitors, increase overnight stays, and positively impact Lodgers' Tax and General Receipts Tax (GRT). This approach ensures that Village investments maximize community return while promoting outdoor recreation as a cornerstone of local identity, resident engagement, and destination appeal.
By utilizing data-driven insights, the Village empowers both event organizers and internal stakeholders to make informed decisions that align with the region's natural appeal. This strategy includes assessing impacts on popular outdoor destinations, adventure tourism growth, and events that showcase the area's distinctive mountain charm, resulting in lasting benefits for residents, businesses, and visitors alike.

Steps to Achieving This Goal:

1. Event Selection
   Prioritize outdoor recreation events that align with community assets, natural resources, and strategic tourism objectives, including trail-based, adventure, endurance, and nature-focused activities.
2. Data-Driven Decision-Making
   Collect and analyze event data to guide funding decisions, focusing on attendance, visitor origin, length of stay, participant spending, and overall economic contribution to Lodgers' Tax and General Receipts Tax (GRT).
3. Community & Stakeholder Engagement
   Collaborate with local stakeholders, outdoor organizations, land managers, businesses, and residents to strengthen participation, operational success, and shared economic benefits.
4. Promotion & Marketing Alignment
   Work in coordination with The Agency to promote outdoor recreation events locally, regionally, and nationally, emphasizing Ruidoso's unique outdoor experiences, natural assets, and adventure tourism offerings.

Progress to Date:

The Village successfully secured and booked several premier outdoor recreation events, including the IRONMAN 70.3 Triathlon, and the XTERRA World Championships. These high-profile events significantly elevate Ruidoso's reputation as a world-class outdoor recreation destination, drive substantial overnight visitation, and generate strong Lodgers' Tax and General Receipts Tax (GRT) impacts. They also demonstrate the Village's capacity to host large-scale endurance events while showcasing the region's exceptional natural assets.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 5 Strategic Partnerships	Work collaboratively with local, state, and national entities to develop and strengthen strategic partnerships that advance the Village of Ruidoso's tourism, economic development, and community growth objectives.	Eddie Ryan	Ongoing	January 2026	Ongoing
Description: The Village's approach to events emphasizes the critical role of strategic partnerships in driving tourism growth and measurable economic impact. Events are evaluated not only on their ability to attract visitors, but also on their capacity to generate positive Lodgers' Tax and General Receipts Tax (GRT) outcomes through collaborative planning, shared resources, and aligned objectives.					

By prioritizing strategic partnerships, the Village seeks to determine the optimal level of funding for event organizers while ensuring public investment supports local engagement, operational efficiency, and sustainable economic growth. Data collected through these partnerships will guide future event planning and funding decisions, enabling both the Village and event organizers to continuously improve outcomes. Through collaboration, the Village aims to create a vibrant, cohesive, and impactful event strategy that maximizes community benefits and supports long-term tourism development.

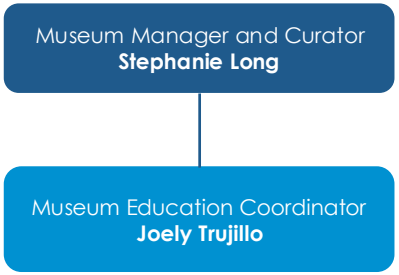
Steps to Achieving This Goal:

1. Forge Strategic Partnerships
   Identify, establish, and strengthen relationships with key partners across the community, tourism, nonprofit, and business sectors to support event development and execution.
2. Define Evaluation Criteria
   Develop clear and consistent evaluation criteria in collaboration with partners, aligning expectations related to attendance, visitor origin, economic impact, and community benefit.
3. Implement Data-Driven Analysis
   Establish a robust data collection and reporting framework to assess event performance, including tourism impact, Lodgers' Tax generation, and General Receipts Tax (GRT) contributions.
4. Strategic Funding Allocation
   Determine funding levels based on data analysis and strategic alignment, prioritizing events that demonstrate strong partnership collaboration and measurable economic return.

Progress to Date:

The Village successfully partnered with local organizations to host several well-attended community events, including Aspenfest, Midtown Halloween, and the Christmas Parade. These collaborative efforts strengthened community relationships, enhanced visitor experiences, and demonstrated the value of partnership-driven events in generating economic and social benefits.

WINGFIELD HOUSE



TACTICAL PLAN
Department: Wingfield Heritage House Museum
Director: Stephanie Long
Purpose: Develop goals for FY 2027 that align with the VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Ruidoso's rich and varied history is recognized and shared.	Collect the History of Ruidoso	Museum Manager/Curator	Staff time, offsite storage area	Ongoing	

Description:

The Museum is charged with ensuring careful, sound, and responsible management of the collections entrusted to its care. Industry standards require museums to provide proper physical storage, management and care for the collections and associated documentation, as well as proper intellectual control. Collections should be held in trust for the public today and in the future and made accessible for the public's benefit. Strategies to achieve this goal include establishing a collection, establishing intellectual and physical control of collection, and developing museum core documents related to collections management.

Steps needed to achieve this goal:

- Continue to collect donations.
- Identify space for offsite storage area due to repurposing of storage room in Horton building. Ensure environment is stable and area is secure.
- Develop museum-specific disaster recovery procedures binder when storage area is in service.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
-Ruidoso offers community services for all its residents and employees. - Ruidoso's residents and businesses are engaged and	Create a welcoming place for the community and museum visitors	Museum Manager/Curator	Staff time, language interpretation services, audio recording at KRUI	Ongoing	

active in community building efforts.					

Description:

Visitor experience at the museum impacts the reputation of the museum and the success of future exhibits and programs. Many different factors contribute to the visitor experience at a museum: a visitor's ability to move easily around the site, the quality of the exhibits and activities at the museum, the museum's ability to accommodate their learning style, and amenities on the site, for example. Strategies to achieve this goal include implementing staffing at the museum, accommodating different learning styles and interest levels, and establishing easy access to the museum.

Steps needed to achieve this goal:

1. Develop exhibit interpretation in additional languages
2. Develop audio interpretation in exhibits

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Ruidoso's rich and varied history is recognized and shared.	Educate visitors through outreach, media, and in-house education	Museum Manager/Curator	Staff time, education equipment and programming supplies, volunteer time	Ongoing	

Description:

The heart of any museum is education, which may happen on-site, in outreach programs, or even virtually. With the current staffing levels, the museum needs to identify where educational efforts can have the most effect on visitors and community members. Strategies to achieve this goal include creating outreach activities, developing content in multiple media types to reach the community, and increasing on-site educational capacity by building an Education Center.

Steps needed to achieve this goal:

1. Expand museum-based programming on KRUI
2. Develop educational posts for social media
3. Increase involvement with local schools and other partners

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Ruidoso's rich and varied history is recognized and shared.	Work toward making the museum more self-sustainable through fundraising	Museum Manager/Curator, Friends of the Museum	Staff time, education equipment and programming supplies, volunteer time	Ongoing	

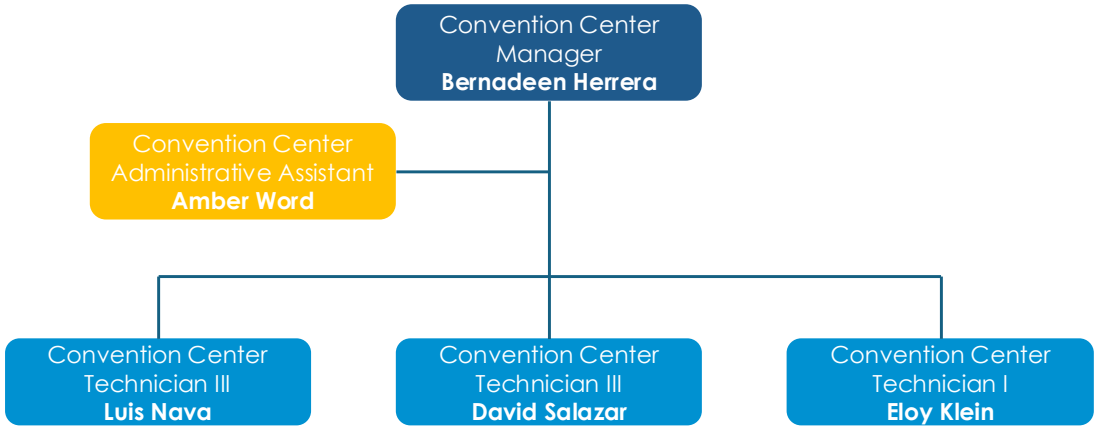
Description:

As a new department in the Village, museum budgetary needs are still evolving. Diverse funding sources will help the museum fund special projects and justify future budget allocations. Strategies to achieve this goal include developing outside funding resources and developing sources of revenue from museum operations.

Steps needed to achieve this goal:

1. Identify opportunities to advance museum activities through grants.
2. Work with Friends of the Museum group to Identify possible programs and events that could be revenue generating.

RUIDOSO CONVENTION CENTER



TACTICAL PLAN
Department: Convention Center
Director: Bernadeen Herrera
Purpose: Develop goals for FY 2027 aligning with the VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 1 Economic Development Goal	Continue to grow our customer base to reflect "A" groups such as government, associations and multi-day events	RCC Sales Department and RCC staff in coordination with MCM Elegante Staff	Increased coordination with MCM Elegante partners and the Manager of Events and Strategic Partnerships	January 2026	Ongoing

GOAL:

To increase usage targeting multi-day groups that put heads in beds and add to the economic vitality

Description:

The convention center is a source of income for the Village as well as an economic driver for local businesses. When we attract "A" groups they tend to spend locally at hotels, restaurants, recreation and retail, therefore we will continue our sales effort to target these types of groups as described in our marketing plan.

Progress:

1. Renewed contract with MCM Elegante marketing and sales for the convention center
2. Working with the Manager of Events & Strategic Partnerships in bringing new groups to the Convention center
3. Secured dates for Xterra's World Champion Awards Ceremony October 10 & 11, 2026
4. Secured dates for the Outdoor Economics Conference October 14-16, 2026

Steps needed to achieve this goal:

1. Staff will continue to support the Sales Manager, MCM Elegante leadership team, and Manager to attract "A" level groups
2. Staff will continue to work with Sales Manager to ensure that our repeat clients return year after year
3. Staff will work with the Manager of Events & Strategic Partnerships to bring in new "A" groups

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 2 Maintain Infrastructure	Maintain the Convention Center as a desirable location for Community, Associations & Regional Organizations to host meetings	RCC Manager Projects Manager	Lodger's Tax support & VOR budgeting	1/26	ongoing

Description:

Evaluate Maintenance and inventory needed for improvements to ensure the Convention Center is a desirable and attractive destination for meeting planners and attendees

Progress:

1. Stucco was repaired, painted and missing rock was replaced. Completed September 2025
2. Purchased 1400 banquet chairs

Steps needed to achieve this goal:

1. Obtain quotes to replace carpet in rooms 1, 2 & 3
2. Obtain quotes to replace plumbing in men's & women's restrooms
3. Obtain quote to replace roll up doors & ramp at loading dock
4. Procure vendors for the above items

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 3 Community Services	Re-surface & stripe the Convention Center parking lot	RCC Manager & MCM Elegante	VOR-budgeting, MCM Elegante The Links	1/26	2027

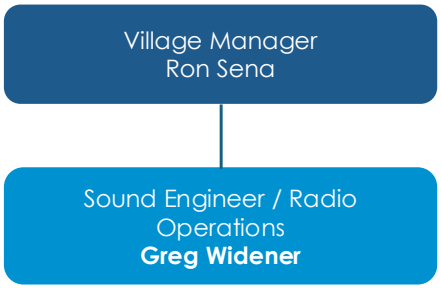
Description:

Re-Surface and stripe parking lots for Convention center, MCM Elegante and The Links Golf course referred to as "Common Area"

Steps needed to achieve this goal:

- We are working on additional quotes that can be agreed upon by MCM Elegante & Village of Ruidoso

KRUI THE MOUNTAIN – 1490 AM/99.1 FM



TACTICAL PLAN FOR: Radio Station
Department: KRUI 1490
Director: Greg Widener
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #1 Economic Development	Disaster Preparedness & Transmitter Site Hardening	Greg Widener	Capital Improvement and Budget	January 2026	

Description:

Steps needed to achieve this goal:

1. Harden network connectivity (Starlink + wired redundancy)
2. Generator with fuel on-site
3. Emergency studio at the transmitter site (with full production capabilities)
4. Written emergency broadcast procedures for both main studio and tower site
5. 4x4 vehicle on site for travel to transmitter site

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #2 Economic Development	Expand and Strengthen Local Programming	Greg Widener	Teamwork	January 2026	

Description:

Steps needed to achieve this goal:

1. Add weekly or daily local news segments
2. Add a weekly local sports segment with scores and schedules for area schools
3. Look into an hourly national news service
4. Work with the Chamber of Commerce and The Midtown Association on highlighting local businesses (specifically on the Midtown Speaker System)

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #3 Economic Development	Increase Listenership	Greg Widener	Policies and training	January 2026	

Description:

Steps needed to achieve this goal:

1. Refresh on-air imaging
   Increase appointment listening:
   Same features at the same times daily (local news, community calendar, weather)
   Cross-promote heavy - Every show promotes the next show
2. Expand digital content:
   a. Podcast versions of popular local shows
   b. Short-form audio clips for social media
   c. Special events (like Xterra coverage)

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #4 Economic Development	Xterra World Championships Promotion	Greg Widener and Eddie Ryan	Teamwork	January 2026	

Description:

Steps needed to achieve this goal:

1. Dedicated Xterra talk show the week leading up to the Championship
2. Athlete Interviews (Local and Professional competitors)
3. On-Site reports and updates

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #5 Economic Development	Expand the station's advertising capabilities	Greg Widener	Minor Investment	January 2026	

Description:

Steps needed to achieve this goal:

1. Research ways to increase radio sales (Salesperson – Independent or Outside Agency, work with the Convention Center on a Radio Advertising Package) - Research licensed AI voice vendors and pricing - Audio Hero - $9.99/mth, 50 monthly downloads (with rollovers), Artlist - $39.99/mth - billed annually includes basic AI with 1.5hrs a month.
2. Research royalty free music services for production purposes
3. Join the New Mexico Broadcasters Association – NMBA (Benefits include training, updates on FCC compliance and Industry resources) $100 Annual Subscription.
4. CreativeReady - Spec Mate from $115-$195mth, script writing tools plus full AI production for 10-25spots. Script writing is unlimited.

TACTICAL PLAN FOR: Team Tourism
Department: Tourism
Director: Kerry Gladden/The Agency

Purpose: Team Tourism will focus heavily on crafting the brand of Ruidoso to deliver a quality product that continues to grow and develop Ruidoso as a destination, as a place to live, and as a place to do business. We will focus on the recovery and resilience of Ruidoso and will work across all departments to ensure the brand quality and visitor experience are exceptional, and that we are delivering a product that keeps our tourists returning to our community year after year. In addition, we will also focus on delivering timely and pertinent information to the local community. We will work to maximize Lodgers' Tax funds to make informed marketing, advertising, event, and tourism-related marketing decisions.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Events Goal 1.1	Determine the direct impact of Lodgers' Tax/VOR funded events to our Lodgers' Tax collections through strategic analysis.	The Agency	Mobile Analytical Tool	January 2021	Ongoing

Description:

When we are analyzing events, we want to determine the direct impact events have to the increase in volume of tourism within our community. We will utilize the mobilytics tool and the Economic Impact Calculator to determine the level of funding we will award to event organizers. This will help us ensure that we are funding events that not only bring people to the community but also have a positive impact on Lodgers' Tax as well as GRT.

Additionally, we will use the data to help event organizers and the Village make informed decisions for events as they pertain to the following areas:

1. Marketing and Advertising
    a. Audience segmentation
    b. Potential for growth
2. Event Date Optimization
    a. Identify key dates to maximize attendance.
3. Event Strategies and Implementation
    a. Identify better ways to implement the overall event to increase revenues for event organizers and to increase the number of "heads-in-beds" so the event benefits the community.

Progress:

In calendar year 2025, we continued to work with the Lodgers' Tax Committee to streamline the application process for funding events. In turn, the funding and reimbursement process has run smoothly. We continue to work to educate those applying for funds on the very specific things that Lodgers' Tax funds can be used for.

The mobilytics tool and the Economic Impact Calculator are still used to analyze all events, and we are looking at additional ways to track what is bringing visitors to town and putting "heads in beds". The information gleaned from these reports continues to allow the Village to make decisions about events based on concrete data analysis.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Assets and Attractions Goal 1.1.B (Coordinated Regional Approach)	To understand the assets and attractions that drive key segments of our tourism economy and to better understand how we can serve those assets and attractions.	The Agency	Analytical Tool; Parks & Rec Participation	January 2021	Ongoing

Description

The Village has a number of key assets/attractions that are located within the Lincoln County. It is critical to our success to understand how those assets impact tourism to the Village and how those assets help to formulate the tourism economy with the community. The majority of these assets are managed by parties not directly associated with the Village, but their presence within our community has tremendous implications to the tourism economy. Understanding the key economic drivers in our community from an asset/attraction standpoint will help us to better understand how we can cross-collaborate to help the asset/attraction which drives continued economic growth. We are also able to craft our marketing strategy based on these attractions.

Steps need to achieve this goal:

1. Identify the key assets/attractions.
2. Determine their overall value.
3. Determine ways the Village could provide useful information to the asset to increase the effects on the tourism economy and increase revenues for the asset/attraction.

Progress:

Team Tourism continues to engage in ongoing conversations with the assets/attractions, and we will continue to function as a central spoke to help champion the tourism and economic goals of the Village through partnerships with regional assets. We will continue to market and work with all our assets and attractions in this same way to ensure that people know about them and want to visit them and us.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Competitive Market Analysis Economic Development Goal 1	Utilize analytics to determine performance of our statewide competition and identify new potential audience growth.	The Agency	None	January 2021	Ongoing

Description

Analyze strengths of our competitors across the state/region and use this data to determine new potential market segments.
It is important to keep our eyes on our competitors as a metric to our economic performance. We can utilize data to determine emerging market segments and potential for new growth.

Steps need to achieve this goal:

1. Monitor social channels of competitors.
2. Monitor competitor websites.
3. Monitor competitor email campaigns.
4. Maintain database of competitor ad campaigns.

Progress:

This ongoing exercise is critical in our efforts to continue to build the Ruidoso brand, especially after the fires and subsequent floods. We will continue to conduct competitive analysis that will help shape the messaging that is used across our advertising ecosystem.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Social Media Growth	Have a digital strategy in place to increase brand	The Agency	Available	January 2021	Ongoing

Goal 1 Action 1.2.D Economic Development	awareness of the Village of Ruidoso as a vacation destination.				

Description

Increase followers/fans on social by 10% across FB, IG, YouTube, TikTok

Last year, we saw an increase of 23% in followers on social media for the Tourism channels. We are looking to increase the number of followers we have by 10% in FY27. By growing our following across Facebook, Twitter, YouTube, and Instagram, we will increase the overall brand awareness of the Village. We will achieve this goal by:

- Interacting with fans
- Consistently posting on social
- Running ad campaigns focused on fan growth

Progress:

We reached and surpassed our goal calendar year 2025 by reaching 270,000 followers across all channels which represented a 23% increase.

Increase engagement on social by 10%, with a total of 3,230,118 engagements across FB, IG, YouTube, TikTok

We want to continue to have an increase in engagement of 10% in calendar year 2026. We want to see our fans be advocates for the Village and will use engagement numbers as a benchmark.

Steps needed to achieve this goal:

1. Sharing photos and videos that appeal to our audience
2. Interacting with fans
3. Staying on top of relevant news and social media trends

Progress:

At the end of calendar year 2025, we have had 2,936,471 engagements. This is a decrease of 9% from the prior 2025 calendar year. However, from calendar year 2024 to calendar year 2025 we saw in increase of 137% so that skewed this year's percentage. 3,210,651

Increase traffic to DiscoverRuidoso.com from social media by 20%, with a total of 461,758+ visits.

In calendar year 2025, we saw an increase of 128% in visits from social media to the DiscoverRuidoso.com website. We want to continue to strive for an increase in engagement of 20% year-over-year. The goal is to drive leads to the website and have our fans move down the funnel of planning their next visit to Ruidoso.

Steps needed to achieve this goal:

1. Sharing photos and videos that appeal to our audience.
2. Updating the website with relevant content to share on social.
3. Staying on top of relevant SEO trends

Progress:

We had 879,350 visits to the website DiscoverRuidoso.com from our social media channels. Overall, that is an 128% increase which indicates that our efforts to drive traffic to DiscoverRuidoso.com are working.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
VOR Municipal Website Goal 2.1.A&B (Residents are well educated and informed)	Develop a digital strategy, a PR strategy, and a public information strategy to increase brand awareness of the Village of Ruidoso as a municipality and government entity that ensures timely distribution of information to residents and local/regional media.	The Agency	Available	January 2021	Ongoing

<u>Establish VOR municipal website as the “go-to” destination for all VOR-related information.</u>

We have worked diligently to establish the website as the “go-to” source for all Village of Ruidoso-related information. We have been successful in doing this as we have seen a consistent increase in our traffic year over year. We will continue to use the VOR Facebook page as a primary traffic source for the website.

Progress:

The VOR municipal website redesign was launched on October 1, 2024. The website is fully functional and running well for about 15 months. During this time, the audience has continued to grow. In calendar year 2025, the municipal website had 304,000 which is a 700% increase year-over-year. In addition, page views increased by 681% to 460,000. Managing the crisis communications for the June 2025 Monsoon Season and subsequent flood events and seeing the large percentage increases demonstrates that we are meeting and exceeding the goal of establishing the website as the “go-to” source for all VOR-related information.

Increase followers/fans on social by 10%, with a total of 70,000+ followers across FB

Last calendar year, we saw an increase of 8% in followers on social media. We are looking to increase the number of followers we have by 10%.

Progress:

We fell short of our goal by 2%. At the end of calendar year 2025, we have reached 63,800 followers on social media.a

Maintain like/comments/shares/mentions on social with a goal of 10% growth in engagements.

Last calendar year, we saw an increase of 13% in engagement on social media for Village channels. Our goal in calendar year 2025 will be to increase engagement by 10% as driving engagement with our constituents is crucial to a two-way dialogue available in the digital sphere.

Progress:

At the end of calendar year 2025, our engagement was 2.3 million. This number is smaller than the calendar year 2024 however, which saw a 667% increase which was an anomaly.

Timely distribution of VOR-related information to residents and local/regional media in emergency situations

In calendar year 2025, we will continue to operate as the PIO for the Village of Ruidoso, the Ruidoso Fire Department, and the Ruidoso Police Department. We will provide on-scene support for all All-Call incidents in the VOR along with any non-All-Call incidents where our services are requested. When on scene, we will post to social media every 20-30 minutes with updates until we are dismissed from the scene. This establishes a consistent routine so that our audience knows what to expect during times of crisis.

Being timely in the distribution of our information is crucial to being a transparent administrative and governing body that has the trust of our constituents. We want to keep our community informed and up to date so we can tackle issues collectively.

Progress:

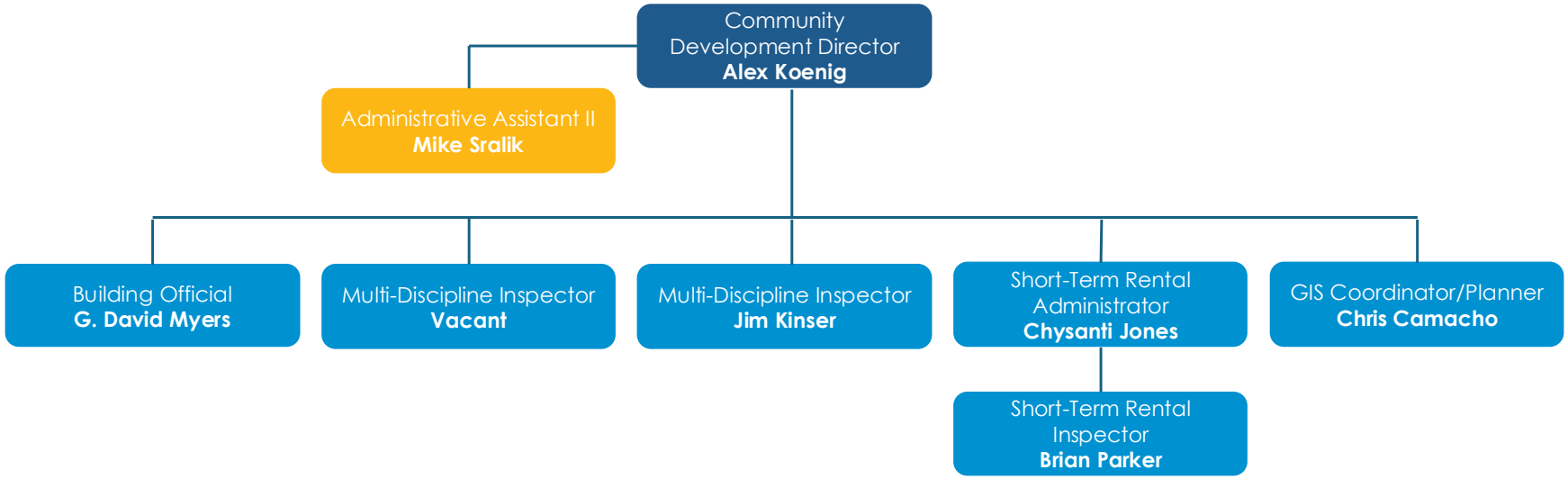
The Agency effectively distributed timely and accurate crisis communications during the flood events during Monsoon Season.

Monthly publication of the Ruidoso Insider Newsletter

In September of 2021, we began publication of the *Ruidoso Insider* newsletter. This project began as a way to communicate important Village information to residents.

Progress: To date, there have been 54 issues printed and mailed to over 7,000 residents each month. The plan is to continue the newsletter on a monthly basis due to the overwhelming positive response from residents.

COMMUNITY DEVELOPMENT



Boards and Commissions

- Planning and Zoning Commission
- Workforce Housing Advisory Board
- Upper Sudderth Revitalization Committee

COMMUNITY DEVELOPMENT

TACTICAL PLAN FOR:
Department: Community Development
Director: Alex Koenig
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Action 1.1.A. Hire an economic development staff person or initiate an organization to collaborate among existing economic development organizations, private entities, and local government to implement the economic development strategy	▪ Objective 3.2 – Strengthen and observe development ordinances and standards to effectively plan and manage land use. ▪ Objective 3.3 – Create a functioning Economic Development Committee that identifies signature projects to enhance economic vitality. ▪ Objective 3.4 – Develop a comprehensive economic development strategy and funding model that identifies the highest and best use of land	Community Development Staff	$500,000/ Phase 1	September 1, 2022	ONGOING

Description:

Implement Metropolitan Redevelopment Area tools.
The purpose of the Metropolitan Redevelopment Plan (MRA Plan) is to promote economic development in the Midtown district and the adjacent commercial districts that are the gateways into Midtown. The purpose of the New Mexico Metropolitan Redevelopment Code is to provide opportunities for rehabilitation or redevelopment of designated areas by private enterprises. Commercial areas that are underperforming can benefit from the public investments that are enabled by the Metropolitan Redevelopment Code.

Tools available are as follows:

MRA TOOLS	COMPLEMENTARY TOOLS
P3s	LEDA Ordinances & Plans
Tax Increment Financing Districts	Zoning Code Changes
Loans & Grants	Inventories and Benchmarking
Direct Contribution of City Assets	Vacant Building Ordinance
MRA Board/Commission	Business Improvement Districts
MRA Fund	IRBs

Update:

1. The Upper Sudderth Committee was created to focus on the revitalization of 0.25 miles within the Metropolitan Redevelopment Area.
2. A robust public involvement effort was conducted by Stantec to present concepts for reconfiguration of the portion of Sudderth Drive from the intersection with Mechem Drive to the roundabout.
3. A preferred alternative will be identified and construction plans completed in conformance with the Economic Development Administration (EDA) grant awarded to the Village.
4. Consider pursuing funding for construction to implement the preferred alternative.

Goals for 2026:

1. Seek funding for projects.
2. Focus on developing and revitalizing properties throughout the two MRA districts.
3. Work on identifying and strengthening public-private partnerships.
4. Successfully complete the EDA grant for Upper Sudderth.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Policy 2.1 Ensure zoning allows for more housing options Housing. Goal 1. A variety of housing types and prices is available to meet the housing needs of Village residents. Continue to	Objective 6.5 – Develop Affordable housing to recruit and keep employees	Community Development/ Village Manager	Land/ Private Partners/ Grant funding	January 2020	ONGOING

prioritize the acquisition of additional property appropriate for affordable and workforce housing.					

Description:

1. Continue to pursue options to develop affordable housing for the year-round workforce.
2. Search for different funding opportunities to provide housing for the underserved market of moderate-income levels.
3. Work with private developers to find housing solutions.

Continue to meet the following goals set in the Affordable Housing Plan:

1. Policy and Regulatory Changes
    a. Adoption of an Affordable Housing Plan and Ordinance
    b. Consistence with existing plans
    c. Modifications to existing ordinances.
    d. Code enforcement
    e. Streamlined processes
    f. Reduced fees or fee waivers for affordable housing

2. Development Partnerships
    a. Partnerships with other governmental and private entities
    b. Development partnerships
    c. Establish a land trust
    d. Look for opportunities to acquire lots that are affordably priced or can be acquired through foreclosure, tax liens or other similar means.
    e. Infrastructure assistance

3. Assistance to non-profit housing providers
    a. Facilitate public education
    b. Facilitate landlord education
    c. Rehabilitation or replacement of existing structures
    d. Incentives for providers to operate in Lincoln County

4. Funding/Financing
    a. Partner with local mortgage lenders
    b. Homebuyer assistance
    c. Low-interest loans

d. Broaden financing through USDA, MFA, and other programs for low to moderate-income homebuyers and owners.

UPDATE:

1. Development is nearing completion at 603 Mechem Drive to add 10 units of workforce housing for families in two- and three-bedroom homes.
2. Land Use Ordinances have been modified to allow for more flexibility in multi-family housing options where in-fill is appropriate.
3. Continued public education and outreach to provide information regarding workforce housing.
4. Encourage rehabilitation and replacement of existing dilapidated and vacant structures that are vacant through community engagement efforts.
5. Construction began on Elk Meadows on Mechem Drive with 72 apartment units with anticipated occupancy in late 2026 or early 2027.
6. Progress towards this goal will continue as 72 units is not enough to sustain our local workforce
7. Adjoining property has been acquired by another public-private partnership to provide additional units with potential for a new product type.
8. Outreach to developers and investors will be focused on in the upcoming fiscal year.

Goals for 2026:

1. Finish strategic planning with the Workforce Housing Board
2. Work on creating public-private partnerships and creating an incentive plan for workforce housing development.
3. Identify additional suitable properties for workforce housing.
4. Conduct more community outreach to increase awareness and support of workforce housing in the Village.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 3. Ruidoso's governance is transparent, and regulations are easy to understand.	Policy 3.2. Prioritize clear, coordinated department policies and procedures. Action 3.2.A. Continue to hold regular meetings with all department leadership to maintain open communication, improved efficiencies, and fewer redundancies.	Community Development Director	$35,000	January 2023	Ongoing

Goals for 2026:

1. Implement MyGov online permitting system with go live in April
2. Review permitting process to be more efficient and accountable.

3. Review and update permit fees.
4. Continuously review and update website with current information.
5. Utilize meeting space in Village Hall to better serve customers.
6. Support efforts to rebuild homes and community after the recent disasters.
7. Continue efforts to provide excellent customer service exceeding expectations.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 4	Update the Village Comprehensive Plan	Community Development Director	$360,000	February 2025	August 2026

Description:

Complete an Update to the Village Comprehensive Plan

The Comprehensive Plan was last updated in 2019. It is typical to review and amend a comprehensive plan every five years to ensure the vision and goals align with current Village policies and development trends and to account for progress made in implementing the plan.

Goals for 2026:

1. Work with planning consultant Able City to engage community in plan development process.
2. Complete consensus draft for Council adoption early to mid-2026.
3. Identify priorities for implementation.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 5	Implement Short-Term Rental (STR) software program	Community Development Director	$600,000	May 2025	Ongoing

Description:

The Rentalscape platform was partially implemented in April 2025. The software will enable the Village to provide information to the public regarding STRs in the Village and accountability for nuisance and public safety issues at all STR properties. This effort is intended to balance neighborhood quality of life for full-time and seasonal residents and provide an outstanding and safe visitor experience for short-term rental lodgers.
Goals for 2026:

1. Have all components of the platform operational by April 1, 2026.

2. Develop and implement STR owner/operator training program.
3. Review and update required in-unit postings and information.
4. Coordinate with Fire and Police Departments to formalize STR complaint response, investigation, and reporting.
5. Implement STR management companies' quarterly roundtable.
6. Establish internal STR working group to identify community impacts of STRs and resources to address critical needs.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 6 Review and Revise Code Enforcement Processes and Resources	Policy 5.2. Prevent property from extended periods of vacancy or neglect.	Community Development, and Village Attorney	$300,000	January 2026	ONGOING

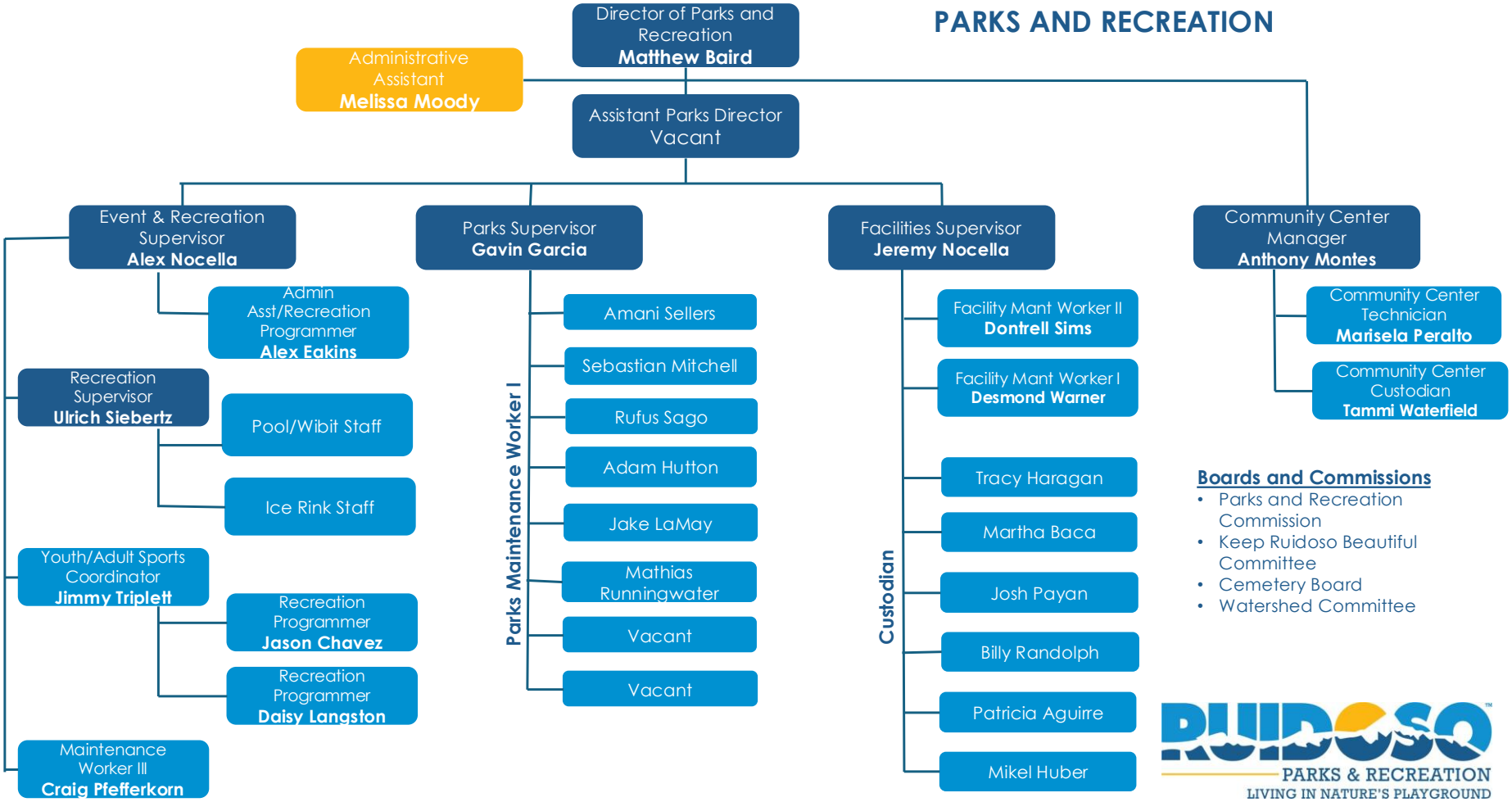
Update:

Code Enforcement position transferred to Community Development depart February 1, 2026.

Goals for 2026:

1. Workshop with Village Council to identify code enforcement priorities.
2. Review ordinances, process and resources.
3. Remove priority damaged and destroyed properties from flood hazard zones before 2026 monsoon season.

PARKS AND RECREATION



Boards and Commissions

- Parks and Recreation Commission
- Keep Ruidoso Beautiful Committee
- Cemetery Board
- Watershed Committee

PARKS & RECREATION
LIVING IN NATURE'S PLAYGROUND

TACTICAL PLAN FOR: Parks and Recreation
Department: Parks and Recreation
Director: Matthew Baird
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
PARKS AND RECREATION GOAL 1: "Quality Parks and Recreation opportunities are available for Ruidoso residents and visitors."	Action 1.1.P. Improve/Update recreation infrastructure in all existing parks to better serve the needs of users.	Parks and Recreation Director and Assistant Director	$500,000 covered by the Trails Plus grant.	January 2025	December 2026

Description:

Complete improvements and rehabilitation to Two Rivers Park include replacing the washed-out bridge, pavilion, and benches/picnic tables. We are also going to add an additional pavilion.

Steps needed to achieve this goal:

1. Develop a design to update the park.
2. Present to the Parks and Rec Commission.
3. Present to the Governing Body.
4. Work with vendors to order equipment.
5. Schedule installation of selected equipment.
6. Ensure Completion.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
PARKS AND RECREATION GOAL 1: "Quality parks and recreation opportunities are available for Ruidoso residents and visitors."	ACTION 1.1.I. Identify and seek grants that are available from the State's Outdoor Equity Fund from the New Mexico Office of Outdoor Recreation.	Parks and Recreation Director	Matching Funds based on grant opportunities	January 2026	Ongoing

Description:

Research and apply for grants that pertain to parks and recreation.

Steps needed to achieve this goal:

1. Register to receive notice of funding opportunities through various organizations at the State and Federal Level.
2. Ensure projects and events are prioritized.
3. Take vetted projects and apply for grants.
4. Ensure match dollars are available if funded.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
PARKS AND RECREATION GOAL 1: "Quality Parks and Recreation opportunities are available for Ruidoso residents and visitors."	Action 1.1.P. Improve/Update recreation infrastructure in all existing parks to better serve the needs of users.	Parks and Recreation Director and Assistant Director	$2,500,000 funded by the Quality-of-Life grant.	January 2026	June 2026

Description:

Complete improvements to Eagle Creek Sports Complex

Steps needed to achieve this goal:

1. Work with vendors to order equipment.
2. Schedule installation of selected equipment.
3. Ensure Completion.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 3. Ruidoso's governance is transparent and regulations are easy to understand.	Policy 3.2. Prioritize clear, coordinated department policies and procedures.	Parks and Recreation Director and Recreation Staff	Staff Time	January 2026	December 2026

Description:

Update current youth and adult sports policies and procedures

Steps needed to achieve this goal:

1. Review current policies
2. Rewrite current policies to better fit with our regular operations.
3. Add new needed polices to better define our operations.
4. Present updated policies to the Parks and Recreation Commission.
5. Present updated policies to Village Council.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
PARKS AND RECREATION GOAL 4: "Quality Parks and Recreation opportunities are available for Ruidoso residents and visitors."	Action 1.1.P. Improve/Update recreation infrastructure in all existing parks to better serve the needs of users.	Facilities Supervisor	$50,000	January 2026	December 2026

Description:

Renovate the outdated existing park bathrooms.

Steps needed to achieve this goal:

1. Evaluate all current Village-owned park bathrooms.
2. Create a plan for the bathrooms that need to be renovated.
3. Acquire materials needed for renovations.
4. Complete renovation work.

TACTICAL PLAN
Department: Ruidoso Community Center
Director: Matthew Baird
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
GOAL #1 Hazard Mitigation Ruidoso is well-prepared for emergencies	Ruidoso is well-prepared for emergencies VOR Emergency Management Training	Community Center Manager	Employees, Training Overtime Budget for employees.	January 2026	Ongoing

Description: 2026 Emergency Management Tactical Plan

Steps needed to achieve this goal:

- Training through the Village of Ruidoso Emergency Management will resume in 2026 when training is scheduled.
- Ruidoso Community Center staff will continue to read through the shelter fundamentals handbook to keep educated in case of a disaster continuously while anticipating further training through VOR Emergency Management in 2026.
- Ongoing efforts with Emergency Operations staff to be aware when situations arise and have staff on board to assist.
- The goal is for Community Center staff to be properly trained by December 2026 as training sessions are permitted and scheduled.
    - For a shelter to be equipped with the necessary items to properly handle all situations in a disaster the shelter would need showers and generators in case of power failure.
    - The Village of Ruidoso has been making plans to have mobile showers available for any situation that arrives, and staff will be in touch with emergency management to put together ideas on mobile showers.
    - Discussion regarding installation of a generator for the Ruidoso Community Center has been postponed and should be initiated as soon as possible in case of an emergency.
    - Continuous flooding after the fires in 2023 has caused a need for temporary shelters for evacuees so staff will need to remain on call during high readiness times to help with all items associated with sheltering.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #2 Ruidoso offers community services for	Building Improvements	Community Center Manager	Capital Outlay and Village of Ruidoso Funding	January 2026	Ongoing

all its residents and employees	Addition to the Community Center, Parking Lot Renovation and Addition.				

Description: Community Center Building and Parking Addition

Policy 1.1- Provide convenient community services to serve all of Ruidoso's residents and employees, especially those most in need.
Action 1.1.C- Meet the community's recreation demand with more facilities.

Steps needed to achieve this goal:

Community Center Staff will seek funding to renovate and add additional parking to the current parking lot that exists. Staff will attend training on the new Capital Outlay application process that will exist starting in 2026. The plan is to create more parking spaces for the public that utilizes the center. The center shares a parking lot with the Village of Ruidoso Parks & Recreation Department for playground and the public swimming pool, so the idea is to add additional parking to northeast side of the building for its own patrons. Staff finalized and submitted the application for the parking lot project in April 2026.

The addition project was awarded 2.1 million dollars in funding in 2025, and the project should begin in 2026. The concept is to add additional meeting space, restrooms, and commercial kitchen space to the center to allow for more classes, sessions, and cooking areas to properly serve the locals and tourists that frequent the area. Staff will need to start the procurement process to begin the addition project in 2026.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
GOAL #3 Ruidoso offers community services for all its residents and employees	New and continued programming. Continue to introduce new programming for active Seniors Citizens in the area.	Community Center Manager	Staff, volunteers, and funding	January 2026	December 2026

Description:

POLICY 1.1. Provide convenient community services to serve all of Ruidoso's residents and employees, especially those most in need.
ACTION 1.1.D. Meet the needs of seniors in the community center with appropriate programing.
Ruidoso has a high number of retirees and elderly people that want to remain active, and the Community Center is a place that they can utilize for this purpose. The Community Center has many activities that allow Senior Citizens to remain active and independent. The center is a hub for free exercise programs, lunches, breakfasts, games, art classes, tax aid, hearing services, computer assistance, or just a place to relax to get away from home. The Community Center is in constant contact with organizations to add programming that will fit in the schedule for Senior Citizens to benefit from. This item relates to community services goals which identifies meeting the needs of seniors. The Community needs a hub where seniors can go to remain independent and have the options of living a healthy life. The funding for these programs comes from the attendees as they donate to the center which is placed back into programming.

Steps needed to achieve this goal:

- The Community Center Manager will continue be responsible for the outreach to advertise and introduce programming.
- Programming within the Community Center has been rising significantly due to the programming, equipment, and meals Community Center staff provide to the public.
- Staff will continue to seek funding to expand the center which will allow for more meeting space for classes that are of interest to the community. Meanwhile, staff will continue to fill in the small number of gaps in its schedule to further house more classes and sessions for the public.
- Community Center staff plan to continue implementing outreach to gather information on the needs and interest of classes and to further fill its schedule of events while still providing a safe environment for the public.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #4 Ruidoso offers community services for all its residents and employees	Nutrition Programs Lunches and Breakfasts Provided Weekly	Community Center Manager	Village of Ruidoso Funding and Donations from the Public	January 2025	Ongoing

Description:

Policy 1.1- Provide convenient community services to serve all of Ruidoso's residents and employees, especially those most in need.
Action 1.1.D- Meet the needs of seniors in the community center with appropriate programming.

Progress:

The Community Center has been able to continuously provide lunches, breakfasts, and daily snacks to the public. The Community Center has been providing weekly lunches and breakfasts at a low fee to help feed low-income individuals as much as possible. Statistics show that New Mexico is one of the highest states that are impacted with food insecurity. Most of our area seniors and working families are on a fixed income that will hardly pay for their living expenses so the need for extra food in the community is at an all-time high.

Staff was funded for an addition to the Community Center from the New Mexico Aging & Long-Term Services Capital Outlay Department for an addition to the center which will add more kitchen and storage space for the center to provide more weekly meals to the center.
Steps needed to achieve this goal:

- The Community Center staff plans to continue to provide as many meals as possible for those in the public that face hunger issues and to those that want to come out and socialize with the public. Staff plan to implement more meals and snacks throughout the week in 2026.
- The Community Center will continue to acquire donations from local grocery stores to help fund the lunches and breakfasts. Donations help the center supplement the cost of the low to no cost meals and snacks provided to the public.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal # 5 Volunteerism	Implement a volunteer steady center to host activities	Community Center Manager	Staff, Volunteers, and Funding	January 2026	Ongoing

Description:

Policy 4.1- Promote environmental volunteerism and stewardship to all Ruidoso community members.
Action 4.1B- Create a clearing house where all stewardship and volunteer opportunities are distributed so Ruidoso's residents, employees, business owners, and visitors can easily become involved.

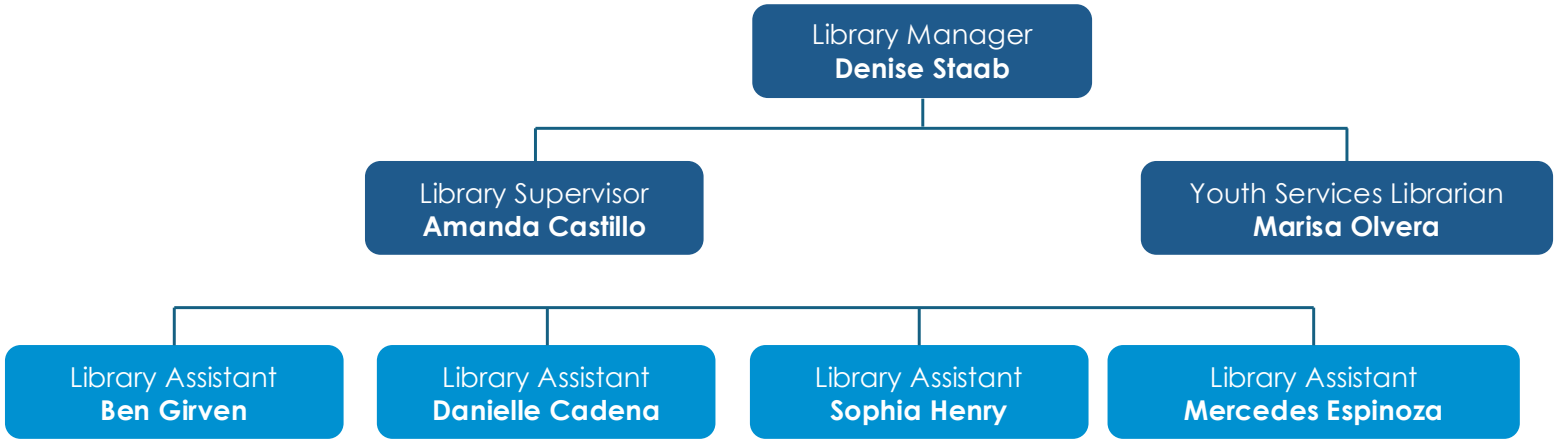
Volunteers are needed to run programs in the center which account for 40% of its activities. To host a community center that houses numerous activities there must be assistance and skills for each program. The goal is to bring volunteers in with specific skills to host a class. There are ongoing classes in the center but there are small gaps in time that could be filled with small activities. Volunteers also help clean up areas as they utilize them, so this helps with our custodial responsibilities in the center.

The local Retired and Senior Volunteer Program was relinquished but there still needs to be a hub to give out volunteer opportunity information for locals and short-term visitors that want to volunteer time.

Steps needed to achieve this goal:

- Volunteers are needed for programming so staff will need to seek out volunteers with new ideas for programming within the Community Center.
- The center will need funds for a recognition luncheon where low-cost gifts would be given to center volunteers.
- Volunteer shirts would be necessary as a token for volunteering and to represent the center and its programs.
- Staff would be needed to distribute volunteer opportunities outside of the center.
- Staff would have to maintain adequate records of outside volunteer opportunities to pass along to prospective volunteers.

RUIDOSO PUBLIC LIBRARY



Boards and Commissions
- Library Board

TACTICAL PLAN
Department: Library
Director: Denise Staab
Purpose: Develop goals for FY 2027 that align with the VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Enhance, sustain, and build library programming for a diverse population.	Community Services Goal 1: Ruidoso offers community services for all its residents and employees. Policy 1.1: Provide convenient community services to serve all of Ruidoso's residents and employees.	Library Manager, Library Supervisor, Youth Services Librarian	Funding from Friends of the Ruidoso Library, staff collaborative partners.	January 2025	Ongoing

Description:

The library will enhance current programming through outreach and create new programming to help ensure the diverse population of Ruidoso has their varied educational and quality of life needs met.

Steps needed to achieve this goal:

1. The Library Manager and Youth Service Librarian will add at least 4 STEAM programs a year for youth in the community.

Progress - FY 2025-26 Programs:
   a. Various art programs conducted during Summer Reading.
   b. Pendulum Painting in collaboration with Mr. and Mrs. Raybourn from Ruidoso Middle School.
   c. Art from and Artist's Point of View in collaboration with artist Deborah Wenzel.
   d. 3D printing demonstration.
   e. Halloween Escape Room.

2. The Library Manager and Supervisor will ensure that at least 6 programs a year are conducted for adults.

Progress – FY 2025-26 Programs:
   a. Guest Author Judith Fein – Slow Travel New Mexico
   b. Time Turner Book Club in collaboration with Wingfield Heritage House Museum
   c. Adult Summer Reading Program

d. Quilting Demonstration in Collaboration with Ruidosew.
e. Pottery Demonstration with Ceramic Artist Alan Miner.
f. Summer Music Series – Jennings and Keller, MacKenzie, Piper Adamian, Cactus Sol, MoneyRakers.

3. The Library Manager, Supervisor, and Youth Services Librarian will conduct at least 4 family friendly programs for the Ruidoso Community a year.

Progress – FY 2025-26 Programs:
a. DIA Celebration
b. Back to School Bash
c. Aspenfest

4. The Library Manager and staff will ensure that at least 4 passive programs a year are created for Adults and Youth.

Progress for FY 2025-26 Adult:
a. Crossword Puzzles
b. Word finds
c. Yoga Challenge
d. 2 sentence horror story
e. Decoding messages

Progress for FY 2025-26 Youth:
a. Scavenger Hunt
b. Monster Hunt
c. Pattern Puzzle
d. Draw by Numbers

5. The Library Manager and Supervisor will ensure that staff are trained in various types of library programming.

Progress for FY 2025-26:
a. 3 Library Assistants have been rotated through Youth Services and executed a children's program and assistant with weekly and monthly programming in Youth Services as well as summer reading. Our newest library assistant will rotate to Youth Services and learn to assist and execute a children's program.
b. All library assistants have assisted with adult programs.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Enhance, sustain, and build upon community engagement for the library.	Community Service Goal 1 – Ruidoso offers community services for all its residents and employees. Policy 1-1: Provide convenient community services to serve all of Ruidoso's residents and employees.	Library Manager	Friends of the Ruidoso Public Library funds for Programming, Outreach Van, Staff	January 2025	Ongoing

Description:

The Library will enhance, sustain, and build upon community engagement to better serve our community through onsite and offsite programming and through consistent marketing.

Steps needed to achieve this goal:

1. The Library will participate in at least 3 community engagements for the library.
2. The Library will conduct at least 2 offsite programs per year.

Progress FY 2025 - 26: All community engagements have elements designed for specific age groups but encourage all members to participate by
engaging with staff members and learning more about library services.

a. Conducted a DIA de los Ninos, DIA de los Libros Day Celebration in May 2025 at the Convention Center.
b. At the invitation of Region 9, we participated in a Back-to-School bash.
c. At the invitation of the Chamber of Commerce, we participated in the Aspen Fest Event.
d. Collaborated with Ft. Stanton to do their Bunny Hop and Trick or Treat Trail.
e. Collaborated with Parks and Recreation to participate in their Easter Egg Hunt.
f. Collaborated with the area Churches for Light Up the Night trick or treat in the Convention Center Parking lot.
g. Participated in the Ruidoso Valley Greeters Christmas Jubilee.

3. The Library will market programs and services using varied marketing strategies according to our Marketing Plan 2024.

Progress FY 2025 - 26:

a. The Library Manager meets twice a month with The Agency to go over ongoing and future marketing.
b. The Library Manager and The Agency are working on marketing campaigns to include rolling out the van for the community and letting them know what will be done with the van. We are also working on a campaign for a library bear mascot. Part of the campaign is to have the patrons name the bear.
c. The Library Manager and The Agency are working together to roll out some branding templates for promoting programs but allowing space for the uniqueness of the library. There will also be branded templates for promoting library resources and special resources during Fire Season and Monsoon Season.
d. The Agency is now providing analytics to the library to help us better understand our patrons and community.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Enhance, sustain and build upon library technology, software and infrastructure	Community Services Goal 1: Ruidoso Offers community services for all its residents and employees. Policy 1-1: Provide convenient community services to serve all of Ruidoso residents and employees.	Library Manager, Library Supervisor, Youth Services Librarian	Funding from regular Budget, State Grants in Aid (SGIA) and GO Bonds.	January 2025	Ongoing

Description:

A Technology Plan to have a resource that provides guidelines on replacement of Staff and Public Computers as well as input from the IT Department concerning replacement of hardware and software.

Steps needed to achieve this goal:

1. A Technology Plan to have a resource that provides guidelines on replacement of Staff and Public Computers as well as input from the IT Department concerning replacement of hardware and software.

Progress FY 2025-26:

a. The Library Manager is currently working on writing this Technology Plan to be reviewed by the Library Advisory Board.
b. Once the Technology Plan is completed and approved the Library Manager will look into funding for replacement of staff and public computers.

2. The Library Manager, Supervisor and Youth Services Librarian will do a yearly review of databases and other software associated with services.

Progress FY 2025-26:

a. Replaced the “in library use only” Ancestry Genealogy Database with the Heritage Quest Database used online in the library or from home. This will give patrons easier access to a genealogy database. We also became a Family Search Affiliate which allows patrons to search thousands of their genealogy databases and records inside the library. This is a free service to affiliate libraries.
b. We added the database Get Set Up through the State Library that offers brief online learning to seniors on varied subjects.
c. All other databases will continue to be offered for the convenience of our patrons to pursue educational and leisurely learning

3. The Library Manager and Supervisor will ensure that library staff are trained in various types of tech equipment and software
   a. All training requirements for new or updated software and equipment is scheduled through the Library Supervisor.
   b. Library Supervisor works with the Library Manager to conduct training when necessary and to update or develop SOPs accordingly.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Enhance, sustain and build upon library facilities and spaces.	Community Services Goal 1: Ruidoso Offers community services for all its residents and employees. Policy 1-1: Provide convenient community services to serve all of Ruidoso residents and employees. Policy 1-1-G Expand and update the public library to provide more space that is modern, functional, and flexible for programs, meetings, and resources for community members of all ages. Landscape and improve the library's outdoor space to support programs and events requested by the community and to create revenue-generating spaces for the library.	Library Manager, Library Supervisor, Youth Services Librarian	Funding from regular Budget, State Grants in Aid (SGIA) and GO Bonds.	January 2025	Ongoing

Description:

The Library will enhance, sustain, and create library facilities and space to best serve the community.

Steps needed to achieve this goal:

1. The Library Manager and Supervisor will create a maintenance plan and work with Parks Maintenance Staff to ensure our facility is maintained.
2. The Library Manager and Supervisor will work with Capital Projects Manager to update facilities and ensure greater ease of access to all patrons.

Progress FY 2025-26

a. The Library Supervisor and Manager have been keeping records on when things are repaired in the library and the Library Manager, based on these repairs, past repairs and installation of new items, is developing a maintenance plan to ensure all items are kept in good working condition.

b. The Library Manager worked with the Capital Projects Manager to purchase and install automatic doors on one side of the front entrance of the Library. These doors have given better access to all patrons to include those with strollers, walkers, wheelchairs and those who have difficulty opening heavier doors. This installation was completed in May of 2025. This was paid for with Building Maintenance fund.
c. In May of 2025 old material security gates were removed and a new set of gates was installed. The new gate was placed upstairs and moved closer to the front door to ensure all patrons coming and going would have to go through the gate and be counted. The gate is an upgrade with reports retrieved online and reports that can break down traffic to the minute of the day. The removal of two sets of gates and the installation of one gate now saves money through maintenance contract and future repairs. This was paid for with Building Maintenance fund.
d. The Library Manager is working with Parks Maintenance and a plumber to install the newly purchased water fountains upstairs and downstairs. This is being paid for with GO Bond funds.
e. The Library Manager is working with Village IT to install the video screens and mobile carts that have been purchased. We are ill waiting for all items to be delivered. This is being paid for with GO Bond Funds.
f. The Library Manager is working with Village IT to upgrade technology in Children's Classroom with a video screen to be used for presentations and screening of movies. This is being paid for with GO Bond Funds.
g. The Library Manager has received new chairs for our conference room. They have been put together and are now in the conference room. This is being paid for with GO Bond funds.
h. The Library Manager is working with Purchasing Agent/Customer Service Manager to dispose of old chairs.
i. The Library Manager will order new furniture for the teen lounge/computer area. GO Bond Funds have already been approved for this project.
j. The Library Manager will order new chairs for the public computer area. Waiting to get approval for use of GO Bond Funds.
k. The Library Manager is working to get quotes on replacement of upstairs carpeting. Once quotes are received Library Manager will determine if funds will be sought for upgrade and installation.

3. The Library Manager and Supervisor will ensure that security equipment is updated/replaced as needed.

Progress FY 2025-26

Andrew with IT has obtained a quote from Mountain Alarm Systems to upgrade the security cameras to link to the Library Manager's phone. The Library Manager is working with IT and Mountain Alarm Systems to get his upgrade done.

4. The Library Manager will seek ways to create more space for library programming and materials.

Progress 2025-26

A cargo transit van was purchased by the library in March of 2025. It has been used for all programming done outside the library to include Dia de los Libros Dia de los Ninos, the Bunny Hop at Ft Stanton, the Parks and Rec Easter Egg Roll, PIECE Coalition Back to School Bash, AspenFest, Ft Stanton Trick or Treat, and the Ministerial Alliance Light Up the Night. In December 2025 we got a 3/4 wrap on the van completed with a roll out campaign to begin in January 2026. The Library Manager is working with Senior Centers and Libraries to complete necessary agreements and schedules to begin using the van to deliver and pick up books. We hope to have it all finalized by March 2026.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Enhance, sustain and build upon library technology, software and infrastructure	Community Services Goal 1: Ruidoso Offers community services for all its residents and employees. Policy 1-1: Provide convenient community services to serve all of Ruidoso residents and employees.	Library Manager, Library Supervisor	Friends of the Library Volunteers and funding, collaborative partners and library staff.	January 2025	Ongoing

Description:
The Library will create new, diverse and consistent reliable funding for the library.

Steps needed to achieve this goal:

1. The Library Manager and Supervisor will partner with the Friends of the Ruidoso Public Library to ensure that at least two fund raising events are conducted each year.

Progress 2025-26:
Fundraising is to be discussed at our January 2026 meeting.

2. The Library Manager will partner with The Friends of the Library Board to ensure consistent coverage of the Friends Book Shoppe.

Progress 2025-26:
Working with Friends Book Shoppe Manager on promotional info for book shoppe and covering from the circulation desk during hours that the Book Shoppe is closed.

3. The Library Manager and Supervisor will seek partners to help with fund-raising activities.

Progress 2025-26:
There has been discussion about partnering with various businesses around Ruidoso and contact will be made once we decide the types of fund-raising activities we plan to do for the year. Our only fund raiser at this point is the Support a Child fundraiser for our Summer Reading Program.

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 2.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: March 10, 2026

Re: 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.

Item Summary:

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.

Financial Impact:

Lessee will pay the Village $15,725.00 Annually

Item Discussion:

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.

Recommendations:

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.

ATTACHMENTS:
FIRST AMENDMENT TO LAND LEASE AGREEMENT.pdf
IPUSA-R Land Lease Agreement 1 Executed 11.15.25.pdf

FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS AMENDMENT is entered into this _3_ day of December 2025, by and between the Village of Ruidoso, a New Mexico municipal corporation (the "Leasor") and IPUSA-R, a New Mexico limited liability company (the "Lessee").

WHEREAS, on November 10, 2025, the Parties entered into a Land Lease Agreement (the "Agreement") whereby Lessee agreed to lease to Lessor certain property in Lincoln County, New Mexico for the development and operation of an energy conversion facility; and

WHEREAS, the Parties have agreed to amend the Agreement as provided for herein.

NOW, THEREFORE, the Parties agree as follows:

1. Paragraph 3 is amended as follows:

   Lessee shall pay to Lessor annual rent in the amount of FIFTEEN-THOUSAND SEVEN-HUNDRED TWENTY-FIVE AND 00/100 DOLLARS ($15,725.00) in equal monthly installments of ONE-THOUSAND THREE-HUNDRED TEN AND 00/100 DOLLARS ($1,310.00) (the "Annual Rent").

2. Paragraph 11 is amended as follows:

   NOTICES

   All notices required or permitted hereunder shall be in writing and delivered by certified mail, return receipt requested, or by overnight courier, to the following addresses:

   If to Lessor: Village of Ruidoso 313 Cree Meadows Drive, Ruidoso, New Mexico 88345 Attn: Village Manager

   If to Lessee: IPUSA-Ruidoso 509 S. Main St. Suite C-1, Las Cruces NM 88001-1260 Attn: Steve Lambert]

   or to such other address as either party may designate by notice.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

VILLAGE OF RUIDOSO

By: _____
Lynn D. Crawford, Mayor

IPUSA-RUIDOSO, LLC

By: _____

Name: Stephen A Lambert

Title: Member

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made and entered into as of November 10, 2025, by and between the VILLAGE OF RUIDOSO, a New Mexico municipal corporation (the "Lessor"), and IPUSA-R, a New Mexico limited liability company (the "Lessee").

RECITALS

WHEREAS, Lessor is the owner of certain real property located in Lincoln County, New Mexico; and

WHEREAS, Lessee desires to lease a portion of said real property for the purpose of developing and operating an energy conversion facility; and

WHEREAS, Lessor is willing to lease such property to Lessee upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. LEASED PREMISES

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain parcel of land consisting of approximately 11.28 acres, located adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico, as more particularly described and depicted on the survey attached hereto as Exhibit "A" and incorporated herein by reference (the "Leased Premises").

2. TERM

The initial term of this Lease shall be fifteen (15) years, commencing on November 12, 2025 (the "Commencement Date") and ending on November 11, 2025the "Initial Term").

Lessee shall have the option to extend the term of this Lease for two (2) additional periods of five (5) years each (each, an "Extension Term"), provided that Lessee is not in default under this Lease at the time of exercise of such option. Lessee shall exercise each option by providing written notice to Lessor at least ninety (90) days prior to the expiration of the then-current term. The terms and conditions of this Lease shall apply during each Extension Term, except that the Rent (as defined below) may be adjusted as provided in Section 3.

3. RENT

Lessee shall pay to Lessor monthly rent (the "Rent") for the Leased Premises, which shall be based on the fair market value per square acre as mutually determined by the parties at a later date. The parties agree to negotiate in good faith to establish the fair market value within, sixty (60) days after the

execution of this Agreement. Once determined, the Rent shall be payable in advance on the Commencement Date and monthly thereafter on the anniversary of the Commencement Date.

If the parties are unable to agree on the fair market value that is financially viable to the project then IPUSA-R shall have the right to withdraw from this Lease Agreement.

Rent shall be paid without deduction or offset, except as expressly provided herein, to Lessor at 313 Cree Meadows Drive, Ruidoso, New Mexico 88355 or such other place as Lessor may designate in writing.

4. USE OF PREMISES

Lessee shall use the Leased Premises solely for the development and operation of an energy conversion facility and for no other purpose without the prior written consent of Lessor. Lessee shall comply with all applicable laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Leased Premises, including but not limited to zoning, environmental, and building codes.

Lessee shall not use the Leased Premises in any manner that creates a nuisance or interferes with the operations of the Sierra Blanca Regional Airport or adjacent properties.

5. MAINTENANCE AND REPAIRS

Lessee shall, at its sole expense, maintain the Leased Premises in good condition and repair, including all improvements constructed thereon by Lessee. Lessor shall have no obligation to maintain or repair the Leased Premises.

Upon expiration or termination of this Lease, Lessee shall remove all improvements and personal property from the Leased Premises and restore the Leased Premises to its original condition, reasonable wear and tear excepted, unless otherwise agreed in writing by Lessor.

6. INSURANCE

Lessee shall, at its sole expense, maintain during the term of this Lease:

(a) Commercial general liability insurance covering the Leased Premises with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate;

(b) Property insurance covering Lessee's improvements and personal property on the Leased Premises; and

(c) Such other insurance as may be reasonably required by Lessor.

All policies shall name Lessor as an additional insured and provide that they cannot be canceled or modified without at least thirty (30) days' prior written notice to Lessor. Lessee shall provide certificates of insurance to Lessor upon request.

7. FAA GRANT ASSURANCES

Lessee shall strictly adhere to all Airport Grant Assurances as required by the Federal Aviation Administration (FAA) applicable to the Sierra Blanca Regional Airport, as such assurances may be amended from time to time. Lessee shall cooperate with Lessor to ensure compliance with all such FAA requirements and shall promptly remedy any violation thereof upon notice from Lessor or the FAA.

8. INDEMNIFICATION

Lessee shall indemnify, defend, and hold harmless Lessor, its officials, employees, and agents from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to Lessee's use or occupancy of the Leased Premises, except to the extent caused by Lessor's gross negligence or willful misconduct.

9. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease or sublet the Leased Premises, in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

10. DEFAULT AND REMEDIES

The following shall constitute events of default by Lessee:

(a) Failure to pay Rent when due, if such failure continues for ten (10) days after written notice;

(b) Failure to perform any other covenant or obligation under this Lease, if such failure continues for thirty (30) days after written notice (or such longer period as may be reasonably necessary to cure, provided Lessee commences cure within thirty (30) days and diligently pursues it); or

(c) Lessee's bankruptcy, insolvency, or assignment for the benefit of creditors.

Upon an event of default, Lessor may, at its option: (i) terminate this Lease; (ii) re-enter and repossess the Leased Premises; or (iii) pursue any other remedies available at law or in equity. Lessee shall be liable for all damages incurred by Lessor as a result of such default.

11. NOTICES

All notices required or permitted hereunder shall be in writing and delivered by certified mail, return receipt requested, or by overnight courier, to the following addresses:

If to Lessor: Village of Ruidoso, 313 Cree Meadows Drive, Ruidoso, New Mexico 88355, Attn: Village Manager

If to Lessee: IPUSA-R, 509 S. Main St., Suite C-1, New Mexico, 88001-1260, Attn: Brad Beasley]

or to such other address as either party may designate by notice.

12. GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to its conflict of laws principles. Venue for any action arising hereunder shall be in Lincoln County, New Mexico.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written. No amendment or modification shall be effective unless in writing and signed by both parties.

14. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR: VILLAGE OF RUIDOSO, a New Mexico municipal corporation

By: _____ Lynn D. Crawford, Mayor

LESSEE: IPUSA-R, a New Mexico limited liability company

By: _____ Name: Stephen A. Lambert Title: Manager

EXHIBIT "A" [Survey of the Leased Premises]

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 3.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: March 10, 2026

Re: 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.

Item Summary:

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.

Financial Impact:

Lessee will pay the Village $15,725.00 Annually.

Item Discussion:

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.

Recommendations:

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.

ATTACHMENTS:
SECOND AMENDMENT TO LAND LEASE AGREEMENT.pdf

SECOND AMENDMENT TO

LAND LEASE AGREEMENT

THIS AMENDMENT to Land Lease Agreement is made and entered into as of February 25th 2026 by and between the Village of Ruidoso, New Mexico municipal corporation and IPUSA-Ruidoso (IPUSA-R), a New Mexico limited liability company.

WHEREAS, the Parties entered into a Land Lease Agreement on or about November 10, 2025; and

WHEREAS, the Parties desire to amend the terms of the Land Lease Agreement as provided for herein.

NOW THEREFORE, the Parties agree as follows:

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.

3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

VILLAGE OF RUIDOSO

_____
Lynn D. Crawford, Mayor

Date:_____

IPUSA-RUIDOSO

_____
Steve Lambert, Member

Date:_____

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 4.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: March 10, 2026

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

Item Summary:

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

Financial Impact:

None.

Item Discussion:

Ratification of Project Participation Agreement with IPUSA-R, for the Operation of an energy Conversion Facility.

Recommendations:

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.

ATTACHMENTS:
Project Participation Agreement FULLY EXECUTED.pdf

Project Participation Agreement

This Project Participation Agreement (Agreement) is entered into on July 22, 2025, by and between the following Parties:

Between

(1) The Village of Ruidoso (Ruidoso), a New Mexico municipal corporation, whose address is 313 Cree Meadows Drive, Ruidoso NM 88345; and
(2) IPUSA-Ruidoso (IPUSA-R) limited liability company incorporated in the State of New Mexico whose address is 100 NM 220 Alto, NM, 88312.

Whereas, The Village of Ruidoso, (Ruidoso), a New Mexico municipal corporation, with an address at 313 Cree Meadows Dr. Ruidoso, New Mexico 88345 and IPUSA-Ruidoso, (IPUSA-R), a business entity organized under the laws of New Mexico with an address at 100 NM 220, Alto, New Mexico, 88312, or such other location as agreed to by the parties, desire to collaborate on the development and operation of an energy conversion processing facility located in Ruidoso NM.

The purpose of the facility is to accept and process biomass, including specific types of agricultural residues, wood waste or organic materials into commodities, such as biochar, diesel fuel, syngas, for commercial sale and distribution.

The Parties intend to leverage their respective expertise, resources and funds to ensure the successful establishment and operation of the facility in compliance with all applicable federal, state and local regulations.

The Parties seek to define their respective rights, obligations and responsibilities for the collaborative project under the laws of the state of New Mexico including, where applicable, the uniform partnership act 1978-chapter 54 article 1A and to comply with the New Mexico Local Economic Development Act (LEDA).

1. **Purpose and Scope,**

   The purpose of this Agreement is to establish the terms under which the Parties will collaborate on the project of development and operation of an energy conversion processing facility located in or near Ruidoso, New Mexico. The Agreement applies solely to the Project unless otherwise agreed to by the Parties in writing.

2. **Formation and Terms,**

The collaboration shall commence on the date of execution of the final draft and continue until the project's completion. The Parties' relationship is governed by the laws of the State of New Mexico.

3. **Contributions**

Each Participant shall contribute to the Project as follows;

Ruidoso:

(a) Shall guarantee and deliver a minimum of 50,000 tons per year of biomass to the facility owned and operated by IPUSA-R, for the purpose of benefaction into various products.
(b) Grant the lease, property to IPUSA-R at a mutually agreed upon price.
(c) Assist IPUSA-R to gain access to assets or other land on which it is required to exercise its duties.
(d) Cooperate with IPUSA-R to facilitate the securing of grants, tax and carbon credits and Federal, State and local incentives associated with the Project.
(e) Give IPUSA-R full access to all available necessary information plans policies papers reports data to enable Ruidoso to carry out the Services.
(f) Assist IPUSA-R in obtaining from the federal, state, or local governments or statutory bodies all necessary consents, permits, and authorizations as required by applicable law.
(g) Shall provide funds from the collection of fees associated with transportation and tipping fees associated with the disposal of biowaste, which shall be referred to as a processing fee as provided for in Section 5 of this agreement.

IPUSA-R:

(h) At IPUSA-R's sole expense, IPUSA-R shall design, build and operate a facility that can accept a minimum of 100,000 tons per year of biomass accommodating the village of Ruidoso's biomass disposal needs with the purpose of avoiding landfill usage at a guaranteed savings for current and normal tipping fees and transportation cost.
(i) Operate the facility and deliver the services under this agreement in accordance with prudent industry practices, service standards and all applicable laws.
(j) Shall Pay a percentage of profit from the benefaction products/commodities of the energy conversion process as agreed to herein.
(k) Shall pay the prorated survey costs at such time as the location of the property is identified associated with the specific parcel.

SAL

(l) Shall provide insurance on all facilities and property and name Ruidoso as an additional insured.

4. Roles and Responsibilities

IPUSA-R shall be responsible for Project management, hiring contractors and overseeing construction.

Ruidoso shall be responsible for the delivery of feedstock/biomass and processing fees.

The Parties shall perform their duties diligently and in good faith complying with all applicable federal, state and local laws and regulations

5. Profit Payment and Scheule

Ruidoso Shall Pay to IPUSA-R the following;

(a) Whereas the participants agree that the total project cost for biomass disposal and logistics shall be calculated at the sum of the current cost of disposal logistics multiplied by .85 to account for savings.

Formula;

Step 1; Calculate the total cost T

C$\underline{d}$ = Current cost of disposal

Ci = Cost of Logistics

T = Total cost

Cd + Ci = T

Step 2; Calculate the final amount F

$T\ x$ .85=F

(b) Inflation shall be determined by Market Basket or CPI, whichever is higher.

(c) Payments to be received from Ruidoso to IP USA-R on or before the 10th day of the following month, based on the previous months delivered biomass to IPUSA-R's designated facility.

IPUSA-R shall pay to Ruidoso:

SAL

(d) Beginning in the third full year from the date of execution of the Lease Agreement, IPUSA-Ruidoso agrees to pay the village of Ruidoso three percent (3.0%) of gross revenues from the sale of commodities on an annual basis by the last day of February following the previous year end December 31st.

6. Management and Decision-Making

Decisions concerning construction, financing, day-to-day operations of the energy conversion facility shall be the responsibility of IPUSA-R.

7. Contingencies

The obligations of the participants under this agreement are contingent upon the satisfaction of the following conditions precedent each of which must be fulfilled or waived in writing by all participants on or before the commencement date unless otherwise extended by mutual agreement.

(a) **Site location and acquisitions**: The Participants shall identify and secure a suitable site for the construction and operation of the Energy Conversion Facility located in or near Ruidoso, New Mexico. This contingency includes:

- Purchase agreement lease or other property rights for the site approved by all participants.
- Verification that the site complies with New Mexico zoning laws land use regulations and environmental requirements as confirmed by EG a phase environmental site assessment or local zoning or authority approval.
- If the site is not secured or deemed suitable by specific date any participant may terminate this agreement without penalty but providing written notice within 10 days.

(1) The following locations have been identified for consideration and agreement between the parties:

a. Location A (see Appendix "A")
b. Location B (see Appendix "B")
c. Location C (see Appendix "C")
d. Location D: any location identified and agreed to between the Parties.

(b) **Financing acceptance**: IPUSA-R shall secure financing sufficient to fund the design construction and initial operation of the facility through bank loans, private investments, grants, incentive programs from the New Mexico Environmental Department or other sources. This contingency includes:

SAL

- Receipt of written financing commitments from lenders or investors, acceptable to all participants in their reasonable discretion.
- If financing is not secured by the commencement date, either Party may terminate this agreement without penalty by providing written notice within 10 days of said date.
- If prior to commercial financial closing any financial incentives including but not limited to various tax, climate related, and renewable provisions in federal, state or local governmental authorities, this agreement may be cancelled with 10 day notice.

(c) **Permits and Regulatory Approvals:** The Participants shall obtain all necessary permits and approvals required for the construction operation of the facility under New Mexico and federal law including but not limited to:

- Air quality permits from the New Mexico environmental department for emissions related to energy conversion processes
- Solid waste or hazardous materials permits if applicable for biomass processing and by product management as required by NMED
- Local zoning and building permits from the city of Ruidoso.
- Any federal permits such as those required under the Clean Air Act or Resource Conservation and Recovery Act if applicable.
- Proof of permit issuance or written confirmation from relevant authorities shall be provided to all participants if permits are not obtained within 150 days from the date of final approval by the Village of Ruidoso and State of New Mexico, any participant may terminate this agreement without penalty by providing written notice within 10 days

(d) **Feasibility and Due Diligence:** IPUSA-R shall complete a feasibility study including technical financial and environmental assessments confirming the viability of the facility for processing biomass into commodities. The study shall be conducted by mutual agreement upon third party consultant and completed within 150 days from the date of final approval by the Village of Ruidoso and State of New Mexico. If the study indicates the project is not feasible, either Party may terminate this agreement without penalty by providing written notice within 10 days.

(e) **Failure to satisfy contingencies:** If any contingency is not satisfied or waived by the specific deadline, this agreement shall be terminated by mutual consent of the Parties or by either Party within 10 days written notice to the other Party, without liability to either Party, except for obligations incurred prior to termination costs for due diligence or

deposits. Upon termination, any funds contributed by the Parties shall be returned to the respective party.

(f) **Waiver or Extension:** Any contingency may be waived or extended by unanimous written consent of the Parties.

8. **Confidentiality**: The Parties agree to maintain the confidentiality of all project related information, including financial data and proprietary plans, except as required by law or with mutual consent.

9. **Share of Sales of Commodities:** IPUSA-R shall pay Ruidoso three percent (3.0%) of all gross receipts derived from the sale of commodities associated with the project. The Parties shall review and may renegotiate this percentage every three years from the date of execution of this Agreement.

10. **Lease Agreement:** Shall be mutually agreed upon as to both rate and at a term for no less than twenty (20) years

11. **Assignment:** Ruidoso shall not unreasonably withhold consent to any assignment of this Agreement, provided the assignee meets Ruidoso's reasonable criteria for approval.

12. **Governing Law**: This agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

13. **Amendments:** This agreement shall not be amended or modified except by written document signed by all participants.

Village of Ruidoso

Mayor or designee LYNN D. CRAWFORD Date 7/22/25

Signature _____

IPUSA-R. Stephen A. Cavaiani Member Date 7/25/25

Signature _____

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 5.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: March 10, 2026

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

Item Summary:

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

Financial Impact:

None.

Item Discussion:

First Amendment to Project Participation Agreement with IPUSA-R, for the Operation of an Energy Conversion Facility.

Recommendations:

To Approve First Amendment to Project Participation Agreement with IPUSA-R, for the Operation of an Energy Conversion Facility.

ATTACHMENTS:
UPDATED FIRST AMENDMENT TO PRICE PARTICIPATION AGREEMENT 3.6.26.pdf
Ruidoso Income Proforma 3 4 2026.pdf

FIRST AMENDMENT TO

PROJECT PARTICIPATION AGREEMENT

THIS FIRST AMENDMENT to Project Participation Agreement is made and entered into as of February 25th 2026 by and between the Village of Ruidoso, New Mexico municipal corporation and IPUSA-Ruidoso (IPUSA-R), a New Mexico limited liability company.

WHEREAS, the Parties entered into a Project Participation Agreement on or about July 22, 2025 and signed by IPUSA-R on July 25, 2025; and

WHEREAS, the Parties desire to amend the terms of the Project Participation Agree as provided for herein.

NOW THEREFORE, the Parties agree as follows:

1. Amendment to Paragraph 5 "Profit Payment and Schedule" of the Project Participation Agreement:

Ruidoso Shall Pay to IPUSA-R the following:

(a) Whereas the participants agree that the total project cost for biomass disposal and logistics shall be calculated at the sum of the current cost of disposal logistics multiplied by .85 to account for savings.

Formula;

Step 1; Calculate the total cost T

C$\underline{d}$ = Current cost of disposal

Ci = Cost of Logistics

T = Total cost

Cd + Ci = T

Step 2; Calculate the final amount F

$T\ x$ .85=F

(b) Inflation shall be determined by Market Basket or CPI, whichever is higher.
(c) Payments to be received from Ruidoso to IP USA-R on or before the 10th day of the following month, based on the previous months delivered biomass to IPUSA-R's designated facility.

IPUSA-R shall pay to Ruidoso:

(d) Beginning in the second full year from the date of execution of the Lease Agreement, IPUSA-Ruidoso agrees to pay the village of Ruidoso three percent (3.0%) of gross revenues from the sale of commodities on an annual basis by the last day of February following the previous year end December 31st.

2. Amendment to Paragraph 9 "Share of Sales of Commodities" of the Project Participation Agreement:

Paragraph 9 of the Project Participation Agreement is hereby amended to state:

> "IPUSA-R shall pay Ruidoso three percent (3.0%) of all gross receipts derived from the sale of commodities associated with the project. The Parties shall review and may renegotiate this percentage every three years from the date of execution of this Agreement.

> "To ensure accurate accounting and payment of amounts due hereunder, IPUSA-R shall maintain complete, accurate, and up-to-date books, records, accounts, and supporting documentation reflecting all gross receipts derived from the sale of commodities associated with the project. Ruidoso, or its authorized representative(s), shall have the right, upon reasonable written notice, to inspect, audit, and copy any and all such books and records during normal business hours. This right of audit shall survive the termination or expiration of this Agreement for a period of four (4) years. In the event an audit reveals an underpayment of five percent (5%) or more, IPUSA-R shall bear the reasonable costs of the audit in addition to remitting the underpaid amount plus interest at the rate of 8.75% per annum from the date such payment was due."

3. Amendment to Paragraph 10 "Lease Agreement" of the Project Participation Agreement: Paragraph 10 of the Project Participation Agreement is hereby amended to state:

> "The Parties shall mutually agree upon a Lease Agreement at a term of twenty (20) years."

4. Except as expressly modified by this Amendment, all terms and conditions of the Price Participation Agreement shall remain in full force and effect.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

VILLAGE OF RUIDOSO

_____
Lynn D. Crawford, Mayor

Date:_____

IPUSA-RUIDOSO

_____
Steve Lambert, Member

Date:_____

End of Year	Tipping Fees	Gross Receipts Tax	3% Gross Revenue Share of Commodities Sold
1	15% Savings	$1,366,940	$515,890
2	15% Savings	$1,407,948	$531,366
3	15% Savings	$1,450,187	$547,307
4	15% Savings	$1,493,693	$563,726
5	15% Savings	$1,538,503	$580,638
6	15% Savings	$1,584,658	$598,057
7	15% Savings	$1,632,198	$615,999
8	15% Savings	$1,681,164	$634,479
9	15% Savings	$1,731,599	$653,513
10	15% Savings	$1,783,547	$673,119
11	15% Savings	$1,837,053	$693,312
12	15% Savings	$1,892,165	$714,112
13	15% Savings	$1,948,930	$735,535
14	15% Savings	$2,007,398	$757,601
15	15% Savings	$2,067,620	$780,329
16	15% Savings	$2,129,648	$803,739
17	15% Savings	$2,193,538	$827,851
18	15% Savings	$2,259,344	$852,687
19	15% Savings	$2,327,124	$878,267
20	15% Savings	$2,396,938	$904,615

**These numbers are based on the sale of commodities resulting from The Village of Ruidoso supplying 50,000 tons of green and dead waste per year. Revenue and tax estimates are based off of the low sulfur diesel prices on 3/4/2026. Figures are subject to change based on feedstock supply levels and commodity prices for the future periods. Revenues listed represent only represent one fuel production line . As the facility ramps up, estimates call for up to 3 total production lines and 3X total revenue figures. Revenue back to the Villiage is based on their respective feedstock agreements.

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 6.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: March 10, 2026

Re: 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.

Item Summary:

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.

Financial Impact:

None.

Item Discussion:

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. The Village and the Chamber mutually desire to terminate the Lease in its entirety, effective upon the date of full execution of this Agreement.

Recommendations:

To Approve Termination of Lease Agreement with the Ruidoso Valley Chamber of Commerce for Real Property Located at 720 Sudderth Dr., Ruidoso, New Mexico.

ATTACHMENTS:
Lease_Termination_Agreement.pdf

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT (**"Agreement"**) is entered into as of this 10 day of March, 2026, by and between the **VILLAGE OF RUIDOSO**, a New Mexico Municipal Corporation (**"Village"**), and the **RUIDOSO VALLEY CHAMBER OF COMMERCE**, a New Mexico Non-profit Corporation (**"Chamber"**).

RECITALS

A. **Original Lease.** On or about January 30, 1996, the Village and the Chamber entered into a Lease Agreement (the **"Original Lease"**) whereby the Village leased to the Chamber certain real property located at 720 Sudderth Drive, Ruidoso, New Mexico (the **"Leased Premises"**), the legal description of which is set forth in Exhibit "A" to the Original Lease.

B. **Amended Lease.** On or about March 25, 1997, the Village and the Chamber executed an Amended Lease (the **"Amended Lease"**), which amended and superseded Paragraph 6 of the Original Lease in its entirety. The Original Lease, as modified by the Amended Lease, is referred to herein collectively as the **"Lease."**

C. **Unavailability of Complete Lease Records.** A complete copy of the Original Lease, including all exhibits and attachments, is not presently available to the parties. The Village has conducted a thorough search of its official records and has been unable to locate a complete copy of the Original Lease. The Chamber's copy was lost as a result of flood damage to the Chamber's former premises. The parties acknowledge that a copy of the Amended Lease has been located and is available, and that the essential terms of the Lease are known to and acknowledged by both parties.

D. **Destruction of Leased Premises.** 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.

E. **Mutual Desire to Terminate.** The Village and the Chamber mutually desire to terminate the Lease in its entirety, effective upon the date of full execution of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Termination of Lease.** The Lease, consisting of the Original Lease dated January 30, 1996, as amended by the Amended Lease dated March 25, 1997, is hereby terminated in its entirety, effective as of the date of full execution of this Agreement (the **"Termination Date"**). From and after the Termination Date, neither party shall have any further rights, duties, or obligations under the Lease.

2. **Acknowledgment of Missing Records.** The parties acknowledge and agree that, notwithstanding the absence of a complete copy of the Original Lease from the Village's official records and the Chamber's files, the Lease as described herein was a valid and binding agreement between the parties, and that the execution of this Agreement constitutes a full and final termination of all rights and obligations arising thereunder.

3. **Reversion of Improvements.** Paragraph 6(B) of the Amended Lease provides that upon termination of the Lease, all improvements placed on the Leased Premises by the Chamber shall automatically become vested in the Village, free and clear of all claims of any nature whatsoever. The parties acknowledge that the improvements formerly located on the Leased Premises were destroyed beyond repair as a result of flooding and that no salvageable improvements remain. Accordingly, the parties confirm that any and all remnants, debris, or residual materials associated with the former improvements on the Leased Premises are hereby vested in the Village as of the Termination Date, free and clear of any claim by the Chamber or any member or creditor thereof. Nothing in this Section shall be construed to impose any obligation on the Village to remediate, demolish, or remove any remaining debris or materials, nor shall this Section create any liability of the Village arising from the condition of the Leased Premises.

4. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the termination of the Lease and supersedes all prior negotiations, representations, and understandings of the parties relating thereto.

5. **Authority.** Each party represents and warrants that the person executing this Agreement on its behalf has full authority to do so and to bind such party to the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Termination of Lease Agreement as of the date first written above.

VILLAGE OF RUIDOSO

A New Mexico Municipal Corporation

_____
Lynn Crawford, Mayor

ATTEST:

_____
Yvonne Vigil, Village Clerk

RUIDOSO VALLEY CHAMBER OF COMMERCE

A New Mexico Non-profit Corporation

By:_____
Deborah Douds, MS, IOM
Executive Director/CEO

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 7.

To:

Presenter(s): Alex Koenig, Community Development Director

Meeting Date: March 10, 2026

Re: 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.

Item Summary:

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.

Financial Impact:

None.

Item Discussion:

The owner, occupant or agent is advised that within ten (10) days of the receipt of a copy of this 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 shall 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. This Hearing shall occur at the next regularly scheduled meeting of the Governing Body after the Village receives notice of the written In the event that such removal or correction of the above mentioned violations is not commenced or written objection is not filed with the Village Clerk within ten (10) days after service of a copy of this resolution, then the Village of Ruidoso is authorized and directed to cause such violations to be removed or corrected 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 shall 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.

Recommendations:

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.

ATTACHMENTS:
Resolution 2026-14.pdf

VILLAGE OF RUIDOSO RESOLUTION NO. 2026-14

A RESOLUTION FINDING THE PROPERTY LOCATED AT 205/209 SPRING RD. Subdivision C.E. WEBB TRACT Subdivision, LOT 13B, RUIDOSO, NM 88345 A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 10th DAY OF MARCH, 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at 205/209 Spring Road, Ruidoso, New Mexico 88345 is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, and chapter 38, article III, division 4 - blight prevention.

2. The Village of Ruidoso further finds that the property located at 205/209 Spring Road, Ruidoso, New Mexico 88345 is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins:

- One of these structures is in terrible condition. The deck and siding is compromised and falling apart.
- Another structure, the roof and trim are starting to deteriorate.
- A wooden fence left partially complete and starting to rot and fray.

3. This Resolution shall be served on the owner or occupant in charge of the property located at 205/209 Spring Road, Ruidoso, New Mexico 88345.

The last known owners or occupants of the property are:

ROSS, BETTY S. (DEC'D)
C/O: AUSTIN ROSS
9701 VISTA VIEW DR.
AUSTIN, TX 78750

4. Service of this Resolution upon the owner, occupant and/or agent shall be

considered notice of the alleged violations.

5. The owner, occupant or agent is advised that within ten (10) days of the receipt of a copy of this 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 shall 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. This Hearing shall occur at the next regularly scheduled meeting of the Governing Body after the Village receives notice of the written objection. In the event that such removal or correction of the above mentioned violations is not commenced or written objection is not filed with the Village Clerk within ten (10) days after service of a copy of this resolution, then the Village of Ruidoso is authorized and directed to cause such violations to be removed or corrected 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 shall 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.

PASSED, APPROVED, AND ADOPTED, this 10th day of March, 2026.

_____

Lynn Crawford, Mayor

ATTEST:

_____

Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 8.

To:

Presenter(s): Alex Koenig, Community Development Director

Meeting Date: March 10, 2026

Re: 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.

Item Summary:

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.

Financial Impact:

None.

Item Discussion:

The owner, occupant or agent is advised that within ten (10) days of the receipt of a copy of this 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 shall 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. This Hearing shall occur at the next regularly scheduled meeting of the Governing Body after the Village receives notice of the written In the event that such removal or correction of the above mentioned violations is not commenced or written objection is not filed with the Village Clerk within ten (10) days after service of a copy of this resolution, then the Village of Ruidoso is authorized and directed to cause such violations to be removed or corrected 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 shall 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.

Recommendations:

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.

ATTACHMENTS:
Resolution 2026-15.pdf

VILLAGE OF RUIDOSO RESOLUTION NO. 2026-15

A RESOLUTION FINDING THE PROPERTY LOCATED AT 154 SPRUCE DR. PONDEROSA HEIGHTS SD. UNIT V BLOCK 1 LOT 92. RUIDOSO, NM 88345 A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 10th DAY OF MARCH, 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at 154 Spruce Drive, Ruidoso, New Mexico 88345 is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, and chapter 38, article III, division 4 - blight prevention.

2. The Village of Ruidoso further finds that the property located at 154 Spruce Drive, Ruidoso, New Mexico 88345 is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins:

- This property has downed trees, one has fallen on the right side of the building.
- The porch is unsecure, not safe to walk on.
- Not all windows and doors are boarded up or secured.
- Siding damage along with a large opening just before the stairs.

3. This Resolution shall be served on the owner or occupant in charge of the property located at 154 Spruce Drive, Ruidoso, New Mexico 88345.

The last known owners or occupants of the property are:

ESTRADA, MARC

1707 COURT ELEGRE

ALAMOGORDO, NM 88310

4. Service of this Resolution upon the owner, occupant and/or agent shall be considered notice of the alleged violations.

5. The owner, occupant or agent is advised that within ten (10) days of the receipt of a copy of this 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 shall 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. This Hearing shall occur at the next regularly scheduled meeting of the Governing Body after the Village receives notice of the written objection. In the event that such removal or correction of the above mentioned violations is not commenced or written objection is not filed with the Village Clerk within ten (10) days after service of a copy of this resolution, then the Village of Ruidoso is authorized and directed to cause such violations to be removed or corrected 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 shall 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.

PASSED, APPROVED, AND ADOPTED, this 10th day of March, 2026.

_____

Lynn Crawford, Mayor

ATTEST:

_____

Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 9.

To:

Presenter(s): Levi Beaty, Public Works Director
Joshua Long, Assistant Public Works Director

Meeting Date: March 10, 2026

Re: 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.

Item Summary:

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.

Financial Impact:

The Village is currently in discussions with NMDHSEM to pay out of Legislative Appropriation A23ZH2521 which is to construct improvement to flood damaged roads, bridges, and infrastructure. The balance of this appropriation is $379,743.45. The remaining amount will be out of the General Fund's Special Activities Department's Contract Services line item (101-791-52000).

Item Discussion:

The Village of Ruidoso was awarded New Mexico Department of Transportation Project Funds. The project scope includes: 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.
This proposal will 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.

Recommendations:

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.

ATTACHMENTS:
Cutler_Repaving_Patching_Estimate_1-23-2026.pdf

DATE **2/25/2026**
PROJECT **Estimate for Patching**
CUSTOMER **Village of Ruidoso**
CONTACT **Ronald Sena**
Description **Patching 4"in various locations**
3 combined roads (Cree Meadows Drive,Meander Drive, White Mountain Meadows)

Item No.	Description	Unit	Price	Quantity	Cost
76	Trucking Three axle dump	Ton/Mile	$0.70	76,960	$53,872.00
24	Patching	SY	$90.00	6,636	$597,240.00
9	Milling	SY/IN	$3.00	0	$0.00
15	Re-establish Permanent Centerline	LF	$0.41	0	$0.00
18	Rural traffic Control	Hour	$275.00	60	$16,500.00
13	Temporary Striping	LF	$1.35	0	$0.00
14	Temporary Tabs	Each	$1.20	0	$0.00
19	Flagging urban and rural	Hour	$45.00	120	$5,400.00
20	Sequential Arrow	Hour	$30.00	0	$0.00
22	Pilot Car	Hour	$65.00	60	$3,900.00
69	Asphalt Binder 70-22	ton	$1,020.00	74	$75,480.00
77	Hydrated Lime	ton	$210.00	0	$0.00
113	Hot Mix Asphalt SP-IV	ton	$70.50	1,480	$104,340.00
78	Polymer Emulsion	Ton	$1,045.00	4	$4,180.00
29	Mobilization	Miles	$175.00	0	$0.00
	TOTAL				$860,912.00
	Ruidoso GRT		8.1875%		$70,487.17
	TOTAL				$931,399.17

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 10.

To:

Presenter(s): Jaquelyne Pena, Water Resource Manger

Meeting Date: March 10, 2026

Re: 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.

Item Summary:

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.

Financial Impact:

The project is a part of a Water Trust Board Grant/Loan and is budgeted in the SGRT Special Revenue Fund's Capital Outlay - Projects line item (202-211-53006 SG25002) in the amount of $5,160,000.

Item Discussion:

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).

Recommendations:

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.

ATTACHMENTS:
ITB #2026-004B Contract.pdf

SECTION 00 52 03

AGREEMENT FORM

THIS AGREEMENT is between Village of Ruidoso, (hereinafter called OWNER) and _____

_____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK.

1.1 CONTRACTOR shall complete Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of the Two Rivers Intake and Transmission System

2. ENGINEER.

2.1 Water Works Engineers, LLC is hereinafter called ENGINEER and is to act as OWNER's representative, assume duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIMES AND LIQUIDATED DAMAGES.

3.1 Contract Times:

3.1.1 CONTRACTOR will achieve Substantial Completion within 200 working days from the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 220 working days from the date when the Contract Times commence to run.

3.2 Liquidated Damages:

3.2.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph Contract Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Five Hundred dollars ($1,500) for each day that expires after the time specified in paragraph

Contract Times above, for Substantial Completion until the Work is substantially complete.

3.2.2 After Substantial Completion, if CONTRACTOR neglects, refuses, or fails to complete the remaining Work within the Contract Times or any proper OWNER-granted extension thereof, CONTRACTOR shall pay OWNER One Thousand Five Hundred dollars ($1,500) for each day that expires after the time specified in paragraph Contract Times above for completion and readiness for final payment.

3.2.3 OWNER shall recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by OWNER.

4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for completion of the Work and in accordance with the conformed Bid, which is included as an Exhibit to this Agreement, an amount equal to the sum of the amounts determined pursuant to the following:

4.1.1 TOTAL CONTRACT PRICE:

_____ Dollars

(Words)

and _____ Cents $_____

(Words) (Figures)

5. RETAINAGE.

5.2 Not appliable. The parties agree there is no retainage.

6. CONTRACTOR'S REPRESENTATIONS.

6.1 In order to induce OWNER to enter into this Agreement, CONTRACTOR's representations are as set forth as follows:

6.1.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.

6.1.2 CONTRACTOR has studied carefully reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph 4.02 of the Supplementary Conditions of the extent of the technical data contained

in such reports and drawings upon which CONTRACTOR is entitled to rely. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents.

6.1.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, studies, and reports (in addition to or to supplement those referred to above) which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the Work as CONTRACTOR deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by CONTRACTOR for such purposes.

6.1.4 CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by paragraph 4.04 of the General Conditions.

6.1.5 CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examinations, investigations, explorations, tests, studies, and reports with Contract Documents.

6.1.6 CONTRACTOR has given ENGINEER written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

7. CONTRACT DOCUMENTS.

7.1 The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning Work are defined as follows:

Contract documents:

- Agreement Form – 00 52 03 (this Section)
- Addenda
- Contractor's bid form, bid bond, and documents submitted as part of the ITB
- Notice to Proceed
- Performance Bond
- Payment Bond
- Certificate of Insurance
- General Conditions – 00 72 03 (EJCDC-700)

- Supplementary Conditions – 00 73 03

Volume 1 – Technical Specifications
Volume 2 – Drawings
Volume 3 – Basis of Design Report

8. COMPENSATION

8.1 Payment and Performance Bonds. CONTRACTOR shall furnish a Payment Bond Equal to 100% of the contract price. CONTRACTOR shall furnish a Performance Bond Equal to 100% of the contract price.

57-28-5. Payments; prompt pay required; withholding prohibited.

A. Except as provided in Subsection B of this section, all construction contracts shall provide that payment for amounts due shall be paid within twenty-one days after the owner receives an undisputed request for payment. Payment by the owner to the contractor may be made by first-class mailing, electronic funds transfer or by hand delivery of the undisputed amount of a pay request based on work completed or service provided under the contact. If the owner fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the owner shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If an owner receives an improperly completed invoice, the owner shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

B. A local public body may make payment within forty-five days after submission of an undisputed request for payment when grant money is a source of funding, if:

(1) the construction contract specifically provides in a clear and conspicuous manner for a payment later than twenty-one days after submission of an undisputed request for payment; and

(2) the following legend or substantially similar language setting forth the specified number of days appears in clear and conspicuous type on each page of the plans, including bid plans and construction plans:

"Notice of Extended Payment Provision

This contract allows the owner to make payment within 15 days after submission of an undisputed request for payment.".

9. MISCELLANEOUS.

9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written

consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

9.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.4 Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

"collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.5 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, Contractor 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.

9.6 Records and Financial Audit.

The Contractor 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.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpoint each has been delivered to OWNER, CONTRACTOR, AND ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER _____

_____

By _____

Date _____

[CORPORATE SEAL]

Address for giving notices

_____

_____

(If OWNER is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Agreement.)

CONTRACTOR _____

_____

By _____

Date _____

[CORPORATE SEAL]

Address for giving notices

_____

_____

License No. _____

Agent for service of process: _____

_____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

++ END OF SECTION ++

SECTION 00 61 03

PERFORMANCE BOND FORM

BOND NO. _____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

of _____

hereinafter called the CONTRACTOR (Principal), and _____

_____

a corporation duly organized and existing under and by virtue of the laws of the State

of _____,

hereinafter called the SURETY, and authorized to transact business within the State of New Mexico, as SURETY, are held and firmly bound unto

_____

as OWNER (Obligee), in the sum of:_____

_____DOLLARS ($),

lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract

hereto attached, with the OWNER, dated _____, 20__, for:

_____

_____

NOW, THEREFORE, if the CONTRACTOR shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the OWNER, with or without notice to the SURETY, and during the life of any guarantee required

under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation shall be void, otherwise the same shall remain in full force and virtue.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2026, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

_____

By _____(Seal)

_____

Attest

SURETY

_____

By _____ (Seal)

_____

Attest

APPROVED AS TO FORM:_____, 20__.

_____, OWNER

_____

The rate of premium on this bond is $_____ per thousand.

Total amount of premium charged $_____

++ END OF SECTION ++

SECTION 00 61 06

PAYMENT BOND FORM

BOND NO. _____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

of _____

hereinafter called the CONTRACTOR (Principal), and _____

_____

a corporation duly organized and existing under and by virtue of the

laws of the State of _____,
hereinafter called the SURETY, and authorized to transact business
within the State of New Mexico, as SURETY, are held and firmly bound unto

_____

as OWNER (Obligee), in the sum of:_____

_____Dollars ($_____),
lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract

hereto attached, with the OWNER, dated _____, for:

_____

_____

That, if said CONTRACTOR, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the CONTRACTOR and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor that the Surety or Sureties will pay for the same, in an

amount not exceeding the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

That, this bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Now therefore, if the CONTRACTOR shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereinafter be made, except that no change will be made which increases the total Contract amount more than 20 percent in excess of the original Contract amount without notice to the Surety, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

IN WITNESS WHEREOF, the above parties bounded together have executed this

instrument this _____ day of _____, 2026, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

_____

By _____(Seal)

_____
Attest

SURETY

_____

By _____ (Seal)

_____
Attest

APPROVED AS TO FORM: _____, 20__.

_____, OWNER

_____

The rate of premium on this bond is $_____ per thousand.

Total amount of premium charged $_____.

++ END OF SECTION ++

THIS PAGE INTENTIONALLY LEFT BLANK

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America
AGC
Skill Responsibility Integrity

ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CSI

CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

EJCDC C-700 Standard General Conditions of the Construction Contract
Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1 – Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 5

Article 2 – Preliminary Matters 6
2.01 Delivery of Bonds and Evidence of Insurance 6
2.02 Copies of Documents 6
2.03 Commencement of Contract Times; Notice to Proceed 6
2.04 Starting the Work 7
2.05 Before Starting Construction 7
2.06 Preconstruction Conference; Designation of Authorized Representatives 7
2.07 Initial Acceptance of Schedules 7

Article 3 – Contract Documents: Intent, Amending, Reuse 8
3.01 Intent 8
3.02 Reference Standards 8
3.03 Reporting and Resolving Discrepancies 8
3.04 Amending and Supplementing Contract Documents 9
3.05 Reuse of Documents 10
3.06 Electronic Data 10

Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points 10
4.01 Availability of Lands 10
4.02 Subsurface and Physical Conditions 11
4.03 Differing Subsurface or Physical Conditions 11
4.04 Underground Facilities 13
4.05 Reference Points 14
4.06 Hazardous Environmental Condition at Site 14

Article 5 – Bonds and Insurance 16
5.01 Performance, Payment, and Other Bonds 16
5.02 Licensed Sureties and Insurers 16
5.03 Certificates of Insurance 16
5.04 Contractor's Insurance 17
5.05 Owner's Liability Insurance 18
5.06 Property Insurance 18
5.07 Waiver of Rights 20
5.08 Receipt and Application of Insurance Proceeds 21
5.09 Acceptance of Bonds and Insurance; Option to Replace 21

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

5.10 Partial Utilization, Acknowledgment of Property Insurer 21

Article 6 – Contractor's Responsibilities 22
6.01 Supervision and Superintendence 22
6.02 Labor; Working Hours 22
6.03 Services, Materials, and Equipment 22
6.04 Progress Schedule 23
6.05 Substitutes and "Or-Equals" 23
6.06 Concerning Subcontractors, Suppliers, and Others 25
6.07 Patent Fees and Royalties 26
6.08 Permits 27
6.09 Laws and Regulations 27
6.10 Taxes 28
6.11 Use of Site and Other Areas 28
6.12 Record Documents 29
6.13 Safety and Protection 29
6.14 Safety Representative 30
6.15 Hazard Communication Programs 30
6.16 Emergencies 30
6.17 Shop Drawings and Samples 30
6.18 Continuing the Work 32
6.19 Contractor's General Warranty and Guarantee 32
6.20 Indemnification 33
6.21 Delegation of Professional Design Services 34

Article 7 – Other Work at the Site 34
7.01 Related Work at Site 34
7.02 Coordination 35
7.03 Legal Relationships 35

Article 8 – Owner's Responsibilities 36
8.01 Communications to Contractor 36
8.02 Replacement of Engineer 36
8.03 Furnish Data 36
8.04 Pay When Due 36
8.05 Lands and Easements; Reports and Tests 36
8.06 Insurance 36
8.07 Change Orders 36
8.08 Inspections, Tests, and Approvals 36
8.09 Limitations on Owner's Responsibilities 36
8.10 Undisclosed Hazardous Environmental Condition 37
8.11 Evidence of Financial Arrangements 37
8.12 Compliance with Safety Program 37

Article 9 – Engineer's Status During Construction 37
9.01 Owner's Representative 37
9.02 Visits to Site 37
9.03 Project Representative 38

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

9.04 Authorized Variations in Work 38
9.05 Rejecting Defective Work 38
9.06 Shop Drawings, Change Orders and Payments 38
9.07 Determinations for Unit Price Work 38
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work 39
9.09 Limitations on Engineer's Authority and Responsibilities 39
9.10 Compliance with Safety Program 40

Article 10 – Changes in the Work; Claims 40
10.01 Authorized Changes in the Work 40
10.02 Unauthorized Changes in the Work 40
10.03 Execution of Change Orders 40
10.04 Notification to Surety 41
10.05 Claims 41

Article 11 – Cost of the Work; Allowances; Unit Price Work 42
11.01 Cost of the Work 42
11.02 Allowances 44
11.03 Unit Price Work 45

Article 12 – Change of Contract Price; Change of Contract Times 45
12.01 Change of Contract Price 45
12.02 Change of Contract Times 47
12.03 Delays 47

Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 48
13.01 Notice of Defects 48
13.02 Access to Work 48
13.03 Tests and Inspections 48
13.04 Uncovering Work 49
13.05 Owner May Stop the Work 49
13.06 Correction or Removal of Defective Work 49
13.07 Correction Period 50
13.08 Acceptance of Defective Work 51
13.09 Owner May Correct Defective Work 51

Article 14 – Payments to Contractor and Completion 52
14.01 Schedule of Values 52
14.02 Progress Payments 52
14.03 Contractor's Warranty of Title 54
14.04 Substantial Completion 55
14.05 Partial Utilization 55
14.06 Final Inspection 56
14.07 Final Payment 56
14.08 Final Completion Delayed 57
14.09 Waiver of Claims 58

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Article 15 – Suspension of Work and Termination 58
15.01 Owner May Suspend Work 58
15.02 Owner May Terminate for Cause 58
15.03 Owner May Terminate For Convenience 59
15.04 Contractor May Stop Work or Terminate 60

Article 16 – Dispute Resolution 60
16.01 Methods and Procedures 60

Article 17 – Miscellaneous 61
17.01 Giving Notice 61
17.02 Computation of Times 61
17.03 Cumulative Remedies 61
17.04 Survival of Obligations 61
17.05 Controlling Law 61
17.06 Headings 61

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners,

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.

   b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of,

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

    g. The cost of utilities, fuel, and sanitary facilities at the Site.

    h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

    i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers,

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

SECTION 00 73 03

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions of the Contract Documents. All provisions that are not so amended or supplemented remain in full force and effect.

SC-1.01.A.20. Supplement paragraph 1.01.A.20 of the General Conditions as follows:

ENGINEER's Consultant(s): The person, firm(s) or corporation(s) named as such below:

1.01.A.20.a. Western Technologies, 8305 Washington Place NE, Albuquerque, NM 87113

1.01.A.20.b. Zia Engineering & Environmental, 755 S. Telshor Blvd, Suite Q210, Las Cruces, NM 88011

SC-1.01.A.28. Delete paragraph 1.01.A.29 of the General Conditions and replace it as follows:

1.01.A.29. *Notice to Proceed* – A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run.

SC-1.01.A.44. Supplement paragraph 1.01.A.43 of the General Conditions as follows:

Substantial Completion is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide OWNER the full time, uninterrupted, and continuous beneficial operation of the Work; and (ii) all required functional, performance and acceptance or startup testing has been successfully demonstrated for all components, devices, equipment, and instrumentation and control to the satisfaction of ENGINEER in accordance with the requirements of the Specifications.

SC-1.01.A.51. Add a new paragraph immediately following paragraph 1.01.A.51 of the General Conditions as follows:

1.01.A.51. *Specialist*—The term Specialist refers to a person, partnership, firm, or corporation of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the Contract Documents, or otherwise performing Work required by the Contract Documents. Where the Specifications require the installation by a Specialist, that term shall also be deemed to mean either the manufacturer of the item, a person, partnership, firm, or corporation licensed by the manufacturer, or a person, partnership, firm, or corporation who will perform the Work under the manufacturer's direct supervision.

SC-2.02. Delete first sentence in paragraph 2.02.A of the General Conditions and insert the following in its place:

OWNER shall furnish to CONTRACTOR 10 copies of the Contract Documents and 3 copies of full-size Drawings.

SC-2.03.A. Delete the third sentence of paragraph 2.03.A *Commencement of Contract Times: Notice to Proceed* of the General Conditions in its entirety.

SC-2.04.A. Delete paragraph 2.04.A of the General Conditions and replace it as follows:

2.04 Starting the Work

A. CONTRACTOR may start to perform off-site Work following the effective date of the Agreement but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

SC-2.05.C. Add the following immediately following Paragraph 2.05 of the General Conditions:

CONTRACTOR shall also have prepared CONTRACTOR's written plan for project-specific safety precautions and programs in accordance with Paragraph 6.13.

SC-3.01.A. Add the following immediately following Paragraph 3.01.A of the General Conditions:

In resolving inconsistencies among two or more components of the Contract Documents, precedence shall be given in the following order:

1. Agreement
2. Supplementary Conditions
3. General Conditions
4. Specifications – Division 01-46
5. Drawings
6. Bonds
7. CONTRACTOR's Bid

Written Amendments, Change Orders, Work Change Directives, Field Orders, ENGINEERS written interpretations and clarifications, Notice to Proceed and Addenda, in precedence listed, will take precedence over all other Contract Document components referenced therein. Figure dimensions on Drawings will take precedence over scale dimensions. Detailed Drawings will take precedence over general Drawings.

SC-4.02.C. Add new paragraphs immediately after paragraph 4.02.B of the General Conditions as follows:

4.02.C. In preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants have utilized the following reports:

4.02.C.1. Geotechnical Evaluation Report, Western Technologies, 2025

4.02.D. These reports and drawings are not a part of the Contract Documents, but the technical data contained therein upon which CONTRACTOR may relay as provided in paragraph 4.02.B of the general Conditions and as identified and established above are incorporated by reference. CONTRACTOR is not entitled to rely upon other information and data utilized by ENGINEER and ENGINEER's Consultants in the preparation of Drawings and Specifications.

SC-4.03.A. Change paragraph 4.03.A of the General Conditions as follows:

Change the word "promptly" to "within 24 hours" wherever it appears in the paragraph.

SC-4.04.B.1.Change paragraph 4.04.B.1 of the General Conditions as follows:

Change the word "promptly" to "within 24 hours" wherever it appears in the paragraph.

SC-4.06.A. Supplement paragraph 4.06.A of the General Conditions as follows:

In preparing Drawings and Specifications, neither ENGINEER nor ENGINEER's Consultant utilized any reports or drawings relating to a Hazardous Environmental Condition.

SC-5.01. Add the following paragraph(s) immediately following paragraph 5.01 of the General Conditions:

5.01.1. The Bonds shall remain in effect at least 1 year after final payment is due; at all times thereafter when CONTRACTOR may be correcting, removing, or replacing *defective* Work in accordance with paragraph 13.06; or until the end of the guarantee period, whichever is later. The OWNER will not accept any bonds which shorten or attempt to shorten the statutory limitation periods.
5.01.2. The performance bond shall guarantee the faithful performance of the said Contract by the CONTRACTOR.

SC-5.02.A. Delete paragraph 5.02.A of the General Conditions and replace it as follows:

5.02.A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such

additional requirements and qualifications as may be provided in the Supplementary Conditions.

SC-5.02.A. Supplement paragraph 5.02.A of the General Conditions as follows:

Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have a Best's rating of no less than A:VII, in addition to the other requirements specified herein.

SC-5.04.B.1. Supplement paragraph 5.04.B.1 of the General Conditions as follows:

Include the following parties or entities as additional insured:

5.04.B.1.a. Village of Ruidoso, 313 Cree Meadows Drive, Ruidoso, NM 88345

5.04.B.1.b. Water Works Engineers, its officers, agents and employees, Corporate Office: 10165 E. Larkspur, Scottsdale, AZ 85260.

5.04.B.1.c. Western Technologies, 8305 Washington Place NE, Albuquerque, NM 87113

5.04.B.1.d. Zia Engineering & Environmental, 755 S. Telshor Blvd, Suite Q210, Las Cruces, NM 88011

SC-5.04.C. Add the following paragraph immediately following paragraph 5.04.B of the General Conditions:

5.04.C. The limits of liability for the insurance required by paragraph 5.04.B.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.04.C.1. Worker's compensation, disability benefits and other similar employee benefit acts, and damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees as provided in paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

5.04.C.1.a. State: Statutory.

5.04.C.1.b. Employer's Liability or "Stop-Gap": $1,000,000

5.04.C.2. CONTRACTOR's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.5 of the General Conditions shall provide the following minimum limits and conditions:

5.04.C.2.a. General Aggregate	$1,000,000
5.04.C.2.b. Products-Completed Operations Aggregate	$1,000,000

5.04.C.2.c. Each Occurrence (bodily injury and property damage) $1,000,000

5.04.C.2.d. Fire Damage (any one fire) $250,000

5.04.C.2.e. Medical Expenses (any one person) $5,000

5.04.C.2.f. Property Damage liability insurance will remove the explosion, collapse, and underground exclusion and provide broad form property damage coverage.

5.04.C.3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions, providing for Combined Single Limit (bodily injury and property damage) for owned, nonowned, rented, or hired vehicles $1,000,000

5.04.C.4. Provide Excess Liability or Umbrella insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:

5.04.C.4.a. Each Occurrence $1,000,000

5.04.C.5. Additional coverages CONTRACTOR shall provide are as follows:

5.04.C.5.a. CONTRACTOR shall provide pollution liability insurance as follows:

General Aggregate $1,000,000

Each Occurrence (Bodily Injury and property damage) $1,000,000

5.04.C.5.b. OWNER's and CONTRACTOR's Protective Liability (OWNER as named insured with ENGINEER as additional insured) $1,000,000

SC-5.06.A. Delete the first sentence of paragraph 5.06.A of the General Conditions in its entirety and insert the following in its place:

CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost therefore (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

SC-5.06.A.1. Supplement paragraph 5.06.A.1 of the General Conditions as follows:

OWNER shall provide a written list of names of all known entities to be named as additional insured on the property insurance. Any change or addition to the list shall be given in writing to CONTRACTOR at least 7 days prior to that entity performing Work at the site. Additional insured shall at least include all those listed in

paragraph 5.04.B.1 of General Conditions and paragraph 5.04.B.1 of Supplementary Conditions.

SC-5.06.A.2. Supplement Paragraph 5.06.A.2 of the General Conditions as follows:

In addition to the above listed perils, the property insurance shall insure against flood, landslide or mudslide, boiler explosion, mechanical or electrical breakdown, failures and damage to electrical apparatus from electrical currents. Property insurance shall also insure against resultant damage from faulty workmanship or materials, errors in design, or operational testing and startup. Property insurance shall include no exclusions for foundations or underground piping.

SC-5.06.B. Delete paragraph 5.06.B of General Conditions in its entirety and insert the following in its place:

5.06.B. Boiler and machinery insurance is not required for this Project.

SC-5.06.B. Delete paragraph 5.06.B of the General Conditions in its entirety and insert the following in its place:

5.06.B. CONTRACTOR shall purchase and maintain such boiler and machinery insurance or additional property insurance as set forth below, which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or parties indicated in paragraph 5.04.B.1 of the Supplementary Conditions, all of whom shall be listed as additional insured:

5.06.B.1. General Aggregate	$100,000

SC-5.06.C. Delete paragraph 5.06.C of the General Conditions in its entirety and insert the following in its place:

5.06.C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.06.A and 5.06.B will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

SC-5.07.A. Change paragraph 5.07.A of the General Conditions as follows:

In the third sentence of Paragraph 5.07.A, add the words “during construction and thereafter” after the word “Work”.

SC-5.07.A. Delete the last sentence of paragraph 5.07.A of the General Conditions in its entirety and insert the following in its place:

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by CONTRACTOR as trustee or otherwise payable under any policy so issued.

SC-5.08.A. Delete paragraph 5.08.A of the General Conditions in its entirety and insert the following in its place:

> 5.08.A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with CONTRACTOR and made payable to CONTRACTOR as fiduciary for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. CONTRACTOR shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

SC-5.08.B. Delete paragraph 5.08.B of the General Conditions in its entirety and insert the following in its place:

> 5.08.B. CONTRACTOR as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, CONTRACTOR as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, CONTRACTOR as fiduciary shall give bond for the proper performance of such duties.

SC-5.10.A. Supplement paragraph 5.10.A of the General Conditions as follows:

> The property insurance shall contain no partial occupancy restriction for utilization of the Project by OWNER for the purpose intended.

SC-6.01.B. Supplement paragraph 6.01.B of the General Conditions as follows:

> If at any time during the Project, the superintendent leaves the Project site while Work is in progress, ENGINEER shall be notified and provided with the name of the CONTRACTOR’s representative having responsible charge. CONTRACTOR shall also designate the person responsible for CONTRACTOR’s quality control while Work is in progress. ENGINEER shall be notified in writing prior to any change in quality control representative assignment

SC-6.01.C. Add paragraph 6.01.C immediately following paragraph 6.01.B of the General Conditions as follows:

> 6.01.C. If any person employed by CONTRACTOR or any subcontractor shall fail or refuse to carry out the directions of the ENGINEER, or is, in the opinion of the ENGINEER, incompetent, unfaithful, intemperate or disorderly, or uses threatening or abusive language to any person on the Work representing OWNER, or is otherwise unsatisfactory, he or she shall be discharged immediately, and shall not again be employed on the Work except with the consent of the ENGINEER.

SC-6.02.B. Supplement paragraph 6.02.B of the General Conditions as follows:

CONTRACTOR (and Subcontractor) regular working hours consist of 8 working hours within an 11-hour period between 7:00 a.m. and 6:00 p.m., excluding Sundays and holidays. Overtime work is work in excess of 8 hours per day or 40 hours per week or work not within the regular working hours.

SC-6.02.C. Add the following paragraph immediately following paragraph 6.02.B of the General Conditions:

6.02.C. CONTRACTOR shall reimburse OWNER for ENGINEER's additional extraordinary costs, as determined by ENGINEER, for onsite personnel overtime work resulting from CONTRACTOR's overtime operations. Reimbursement shall be on the cost basis defined in paragraph 14.02.D. of these Supplementary Conditions.

SC-6.03.B. Change paragraph 6.03.B of the General Conditions as follows:

In the second sentence, change the word "Specifications" to "Contract Documents".

SC-6.05.A.1.a. Delete paragraph 6.05.A.1.a of the General Conditions and replace it as follows:

a. in the exercise of reasonable judgement, ENGINEER determines that it is equivalent to or better than the product named in form, function, performance, reliability, quality, features, materials of construction, operation and maintenance cost, static and dynamic loads, general dimensional configuration, size weight and appearance, and;

SC-6.05.A.2.d. Supplement paragraph 6.05.A.2.d of the General Conditions as follows:

All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

SC-6.05.E. Supplement paragraph 6.05.E of the General Conditions as follows:

Reimbursement rates for ENGINEER or ENGINEER's Consultants for evaluation of proposed substitutes shall be on the basis as established in paragraph 14.02.D.4 of these Supplementary Conditions.

SC-6.06.A. Supplement paragraph 6.06.A of the General Conditions as follows:

CONTRACTOR shall perform a minimum of 50 percent of the onsite labor with its own employees.

SC-6.06.B. Supplement paragraph 6.06.B of the General Conditions as follows:

If any branch of Work equals one-half of one percent of the Total Contract Price, and is to be accomplished by persons or companies other than the General Contractor, these persons or companies will be considered a subcontractor and their names and addresses must be submitted with the Bid at the time of Bid.

SC-6.08.A. Supplement paragraph 6.08.A of the General Conditions as follows:

For trenches or excavations 5 feet or deeper, CONTRACTOR shall obtain from the State Division of Occupational Safety and Health or as otherwise may be required, permit(s) authorizing such construction, prior to starting excavation Work required under the Contract Documents.

6.09.D. While not intended to be inclusive of all Laws or Regulations for which CONTRACTOR may be responsible under paragraph 6.09, the following Laws or Regulations are included as mandated by statute or for the convenience of CONTRACTOR:

SC-6.09.D. Add a new paragraph immediately after paragraph 6.09.C of the General Conditions as follows:

6.09.D. While not intended to be inclusive of all Laws or Regulations for which CONTRACTOR may be responsible under paragraph 6.09, the following Laws or Regulations are included as mandated by statute or for the convenience of CONTRACTOR:

6.09.D.3. Hours of Labor: Eight hours' labor constitutes a legal day's work. CONTRACTOR shall forfeit, as penalty to OWNER, $25 for each worker employed in execution of the Work, by CONTRACTOR or by any Subcontractor, for each calendar day during which any worker is required or permitted to labor more than 8 hours in violation of the provisions of the Labor Code.

6.09.D.4. Prevailing Wages and Payroll Records:

Wage Rates: All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable. A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us. The agency or local public body will request a wage rate determination from the DWS.

SC-6.11.A. Supplement paragraph 6.11.A of the General Conditions as follows:

CONTRACTOR shall not enter upon nor use property not under OWNER control until appropriate easements have been executed and a copy is on file at the site.

SC-6.13.C. Add new paragraphs immediately following paragraph 6.13.B of the General Conditions as follows:

6.13.C. Trench Safety System:

6.13.C.1. CONTRACTOR shall prepare, as part of its safety precautions and programs plan, a Trench Safety System for trench excavation exceeding 5 feet in depth meeting the requirements of applicable local, state construction safety orders and federal requirements.

6.13.D. Construction Site Safety Inspections:

6.13.D.1. In accordance with generally accepted construction practices, the CONTRACTOR shall be solely and completely responsible for conditions of the site, including safety of all persons and property during performance of the Work, and the CONTRACTOR shall comply fully with all local, state, and federal laws, rules, regulations, and orders relating to the safety of the public and workers.

6.13.D.2. The right of the OWNER to conduct construction review or inspection of the CONTRACTOR's performance is not intended to include review or inspection of the CONTRACTOR's safety measures in, on, or near the site. The OWNER and ENGINEER will coordinate the activities of the various contractors and entities working at the site and will provide information regarding site-wide safety coordination issues that will need to be included in the CONTRACTOR's site-specific safety and accident prevention plan.

6.13.D.3. The CONTRACTOR shall designate a safety representative for the Project who shall be responsible for the implementation and execution of the CONTRACTOR's safety plan. The safety representative shall attend weekly site safety coordination (tailgate) meetings.

6.13.D.4. Before any Work at the site is started, the CONTRACTOR shall have prepared and submitted to the ENGINEER a written plan for the Project-specific safety and accident prevention precautions and programs, complete with respect to procedures and actions that the CONTRACTOR intends CONTRACTOR and all parties and individuals that will be on the Work site to follow in order for the CONTRACTOR and all others to comply with all applicable laws and regulations. The CONTRACTOR's plan for safety precautions and programs shall have been approved by the CONTRACTOR's designated safety representative. The CONTRACTOR shall not be allowed to proceed with onsite activity until ENGINEER has received the plan.

6.13.D.5. The CONTRACTOR shall revise their plan for safety precautions and programs at appropriate times to reflect changes in the construction conditions, the Work, the CONTRACTOR's means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR shall disseminate the original plan and revisions to all parties and individuals that will be on the Work site.

6.13.D.6. The CONTRACTOR's plan for safety precautions and programs shall not require more stringent safety requirements, training, or other qualifications for all other than the CONTRACTOR sets forth for comparable

activity and responsibility of the CONTRACTOR, Subcontractors, and Suppliers, and their respective employees.

6.13.D.7. The CONTRACTOR shall submit to the ENGINEER, on a weekly basis, copies of all OSHA-required site records and training certificates.

6.13.D.8. While performing Work at the jobsite, CONTRACTOR personnel, or any tier, shall be identified with the employee's company name or logo affixed to either the employee's hardhat, identification badge, or alternative method approved by the ENGINEER.

6.13.D.9. The CONTRACTOR shall perform a safety inspection at the end of each working day to identify and correct any unsafe conditions prior to leaving the site.

6.13.D.10. Consideration and acceptance of the monthly application for payment by the ENGINEER shall require a monthly submission of the Construction Site Safety Inspection Report. This report shall be the result of an onsite OSHA consultation at the Work place. After receiving the onsite consultation from OSHA, the CONTRACTOR shall arrange monthly reviews of the site safety by independent consultants. Consultations shall include onsite walkthroughs to ensure the Work is being accomplished in a safe manner. The report shall address any job safety or health hazards. The CONTRACTOR is to correct in a timely manner, any reported hazard. The report shall include walkthrough checklist and field notes. A copy of the report shall be transmitted to the ENGINEER at the end of each month.

6.13.E. Incident Reporting:

6.13.E.1. CONTRACTOR shall notify the Resident Project Representative of any accident at the Work site within 24 hours of the event.

6.13.E.2. CONTRACTOR shall notify the Resident Project Representative of any OSHA complaints and/or inspections at the Work site within 24 hours.

SC-6.17.E.1. Change paragraph 6.17.E.1 of the General Conditions as follows:

Delete the first sentence and replace with "ENGINEER will review all shop drawings and Samples in accordance with the schedule of shop drawings and samples as acceptable to the ENGINEER. Specifics regarding review times are included in the Specifications."

SC-6.17.F.2. Add paragraph 6.17.F.2 immediately following paragraph 6.17.F.1 of the General Conditions as follows:

6.17.F.2. Excessive submittal resubmission: ENGINEER will record time required by ENGINEER for excessive submittal review occasioned by CONTRACTOR's resubmission, in excess of one resubmission of a required submittal, caused by unverified, unchecked, unreviewed, incomplete, inaccurate or erroneous or nonconforming submittals. Upon receipt of ENGINEER's accounting of time and

costs, CONTRACTOR will reimburse OWNER for the charges of ENGINEER review for excessive resubmission through set-offs from the recommended OWNER payments to CONTRACTOR as established in paragraph 14.02.D.4 of these Supplementary Conditions.

SC-7.01.D. through 7.01.F. Add new paragraphs immediately following paragraph 7.01.C of the General Conditions as follows:

7.01.D. Should CONTRACTOR cause damage to the work or property of any separate contractor at the site, or should any claim arising out of or resulting from CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, or ENGINEER's Consultants or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by mediation, arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, and ENGINEER's Consultants and the officers, directors, employees, agents, and other consultants of each and any of them harmless from and against all claims, costs, losses and damages, (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising directly, indirectly or consequentially out of or resulting from any action, legal or equitable, brought by a separate contractor against OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them to the extent based on a claim caused by, arising out of, or resulting from CONTRACTOR's performance of the Work.

7.01.E. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any mediator or arbitrator which seeks to impose liability on or to recover damages from OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them on account of any such damage or claim.

7.01.F. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of time in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them for activities that are their respective responsibilities.

SC-8.06. Delete paragraph 8.06 of the General Conditions in its entirety.

SC-9.03.B. through 9.03.D. Add new paragraphs immediately following paragraph 9.03.A of the General Conditions as follows:

9.03.B. The Resident Project Representative (RPR) will be furnished by ENGINEER. The responsibilities, authority, and limitations of the RPR are limited to those of ENGINEER in accordance with paragraph 9.10 of the General Conditions and as set forth elsewhere in the Contract Documents and are further limited and described below.

9.03.C. Responsibilities and Authority:

9.03.C.1. Schedules: Review and monitor the progress schedule, schedule of submittals submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

9.03.C.2. Conferences and Meetings: Conduct or attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, Work conferences and other Project related meetings.

9.03.C.3. Liaison: (i) Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; (ii) assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's onsite operations; (iii) assist in obtaining from OWNER additional details or information when required for proper execution of the Work.

9.03.C.4. Submittals: Receive submittals which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability for examination. Advise ENGINEER and CONTRACTOR of the commencement of any Work or arrival of Products at site, when recognized, requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

9.03.C.5. Review of Work, Rejection of defective Work, Inspections and Tests: (i) Conduct onsite observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents; (ii) inform ENGINEER and CONTRACTOR whenever RPR believes that any Work is defective; (iii) advise ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or whenever RPR believes Work should be uncovered for observation, or requires special testing, inspection, or approval; (iv) monitor that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; (v) and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups; and (vi) accompany visiting

inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

9.03.C.6. Interpretation of Contract Documents: Inform ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

9.03.C.7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and provide recommendations to ENGINEER; transmit to CONTRACTOR the decisions issued by ENGINEER.

9.03.C.8. Records: (i) Maintain at the site files for correspondence, conference records, submittals including shop drawings and samples, reproductions of original Contract Documents including all Addenda, the signed Agreement, Written Amendments, Work Change Directives, Change Orders, Field Orders, additional Drawings issued after the Effective Date of the Agreement, ENGINEER's written clarifications and interpretations, progress reports, and other Project related documents; (ii) keep a diary or log book recording pertinent site conditions, activities, decisions and events.

9.03.C.9. Reports: (i) Furnish ENGINEER periodic reports of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of submittals submissions; (ii) consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work; and (iii) assist in drafting proposed Change Orders, Work Change Directives, and Field Orders, obtain backup material from CONTRACTOR as appropriate.

9.03.C.10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

9.03.C.11. Certificates, Maintenance and Operation Manuals, Record Documents, and Site Records: During the course of the Work, monitor that these documents and other data required to be assembled, maintained, and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

9.03.C.12. Substantial Completion: (i) Conduct an inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a list of items to be completed or corrected; (ii) submit to ENGINEER a list of observed items requiring completion or correction.

9.03.C.13. Completion: (i) Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR; and (ii) notify CONTRACTOR and

ENGINEER in writing of all particulars in which this inspection reveals that the Work is incomplete or defective; and (iii) observe that all items on final list have been completed, corrected, or accepted by OWNER and make recommendations to ENGINEER concerning acceptance.

9.03.D. Limitations of Authority: Resident Project Representative will not:

9.03.D.1. have authority to authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER; or

9.03.D.2. undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent; or

9.03.D.3. accept submittals from anyone other than CONTRACTOR; or

9.03.D.4. authorize OWNER to occupy the Project in whole or in part; or

9.03.D.5. participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SC-9.10.F. Add a new paragraph immediately after paragraph 9.10.E of the General Conditions as follows:

9.10.F. Contractors, Subcontractors, Suppliers and others on the Project, or their sureties, shall maintain no direct action against ENGINEER, its officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the OWNER will be the beneficiary of any undertaking by ENGINEER.

SC-10.05.A. Change paragraph 10.05.A of the General Conditions as follows:

Line 4: replace "(but in no event later than 30 days)" with "(but in no event later than 24 hours)"

Line 9: replace "within 60 days" to "within 20 days"

Line 22: replace "within 30 days" to "within 10 days"

SC-10.05.B. Delete paragraph 10.05.B of the General Conditions, and its subparagraphs, in its entirety and insert the following in its place:

10.05.B. *ENGINEER's Decision and Executive Negotiation*:

10.05.B.1. *ENGINEER's Decision*: ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless within 10 days after issuance of ENGINEER's written

decision, either party appeals the decision by giving the other party and ENGINEER written notice of request for executive negotiation.

10.05.B.2. E*xecutive Negotiation*:

10.05.B.2.a. Within 10 days of the delivery of notice of appeal to ENGINEER's written decision regarding Claim, dispute or other matter, senior representatives of at least OWNER and CONTRACTOR, having authority to settle the dispute, and ENGINEER shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

10.05.B.2.b. In the event a mutually acceptable decision cannot be reached through executive negotiation within 20 days of the appealing party's notice, or mutually agreeable longer period, or if the party receiving such notice will not meet within 10 days, OWNER or CONTRACTOR may make a written declaration, delivered to the other party and ENGINEER, that the executive negotiation is deemed unsuccessful and may initiate further dispute resolution measures in accordance with Article 16.

10.05.B.2.c. If no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to further appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date upon which the executive negotiation has been declared unsuccessful, or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

SC-11.03.C. Delete paragraph 11.03.C of the General Conditions in its entirety and insert the following in its place.

11.03.C. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

11.03.C.1. if the total cost of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price at the time of award and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

11.03.C.2. if there is no corresponding adjustment with respect to any other item of Work; and

11.03.C.3. if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity

variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-12.01.B.2. Delete paragraph 12.01.B.2 of the General Conditions and replace it as follows:

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by another mutually agreed on payment basis, including Lump Sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2), or new unit price items not necessarily derived in accordance with Article 11.

SC-13.03.B. Delete paragraph 13.03.B of the General Conditions, and its subparagraphs, in its entirety and insert the following in its place:

13.03.B. CONTRACTOR shall employ an independent testing laboratory or testing agency and shall be responsible for arranging and shall pay for all specified tests, inspections, and approvals required for OWNER's and ENGINEER's acceptance of the Work at the site.

SC-13.07.C. Supplement paragraph 13.07.C of the General Conditions as follows:

Repetitive malfunction of an equipment or product item shall be cause for replacement and an extension of the correction period to a date one year following acceptable replacement. A repetitive malfunction shall be defined as the third failure of an equipment or product item following original acceptance.

SC-14.02.C.1. Delete paragraph 14.02.C.1 of the General Conditions in its entirety and insert the following in its place:

14.02.C.1. Ninety days after presentation of the Application for Payment to OWNER with ENGINEER’s recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due and when due will be paid by OWNER to CONTRACTOR.

SC-14.02.D.4. Add a new paragraph immediately after paragraph 14.02.D.3 of the General Conditions as follows:

14.02.D.4. items entitling OWNER to retain set-offs from the amount recommended, including but not limited to:

14.02.D.4.a. OWNER compensation to ENGINEER at an estimated average rate of $120 per each extra personnel hour for labor plus expenses because of the following CONTRACTOR-caused events:

14.02.D.4.a.1. witnessing retesting of corrected or replaced defective Work;

14.02.D.4.a.2. delays necessitating a time extension for the performance of ENGINEER’s services;

14.02.D.4.a.3. Submittal review in excess of two reviews by ENGINEER for substantially the same submittal;

14.02.D.4.a.4. evaluation of proposed substitutes and in making changes to Contract Documents occasioned thereby;

14.02.D.4.a.5. overtime worked by CONTRACTOR necessitating ENGINEER, ENGINEER's Consultant, Resident Project Representative or Resident Project Representative's site staff, if any, to work extraordinary overtime. Such overtime would not have been contemplated by OWNER at time of Bid opening; or

14.02.D.4.b. liability for liquidated damages incurred by CONTRACTOR as set forth in the Agreement.

SC-14.04 Delete paragraph 14.04 of the General Conditions and replace it as follows:

14.04. Work shall be Substantially Complete at the time of final payment and acceptance. No interim Substantial Completion will be considered.

SC-14.07.A.2. Change paragraph 14.07.A.2 of the General Conditions as follows:

Replace the word “lien” with the words “stop notice” wherever it appears in the paragraph.

SC-14.07.A.3. Change paragraph 14.07.A.3 of the General Conditions as follows:

Replace the word “lien” with the words “stop notice” wherever it appears in the paragraph.

SC-14.07.C.1. Change paragraph 14.07.C.1 of the General Conditions as follows:

Replace the word “Thirty” with the word “Sixty” in the first sentence.

SC-16.01.B. Add new paragraphs immediately following paragraph 16.01.A of the General Conditions as follows:

16.01.B. *Mediation and Nonbinding Arbitration*:

16.01.B.1. Any controversy or claim arising between the parities shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 et seq.

SC-17.02.B. Add paragraph 17.02.B immediately following paragraph 17.02.A of the General Conditions as follows:

A. Any reference to a day in the Contract Documents is a calendar day of twenty-four hours measured from midnight to the next midnight unless otherwise specifically defined.

SC-17.06 Add a new paragraph immediately following paragraph 17.05 of the General Conditions as follows:

17.06 Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within 24 hours of the first observance of such injury or damage. The provisions of this paragraph 17.06 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose. Contractors, Subcontractors, Suppliers and others on the Project, or their sureties, shall maintain no direct action against the ENGINEER, their officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with , or resulting from the engineering services performed. Only the OWNER will be the beneficiary of any undertaking by the ENGINEER or and their consultants.

++ END OF SECTION ++

THIS PAGE INTENTIONALLY LEFT BLANK

Signed Cover Page

VILLAGE OF RUIDOSO NEW MEXICO

INVITATION TO BID (ITB)

ITB Name: **TWO RIVERS WATER INTAKE AND TRANSMISSION SYSTEM**

Return Bid To:
Village of Ruidoso
Purchasing Department
313 Cree Meadows Drive
Ruidoso, NM 88345

ITB Number: **2026-004B**

Bids Due No Later Than:
Date: **February 5, 2026,** Time: **3:00 pm local time**

Formal Sealed Bid Opening:
Place: **Village of Ruidoso Council Chambers**
To occur immediately following due date/time

If you have questions regarding this ITB please contact:
Procurement Manager
Telephone No.: **575-258-4343**
Email: purchasing@ruidoso-nm.gov

Bidder MUST complete as applicable and sign the following for Bid to be valid (type or print clearly):

Company Name: DUB-L-EE, LLC. Address: 98 HWY 66 East Albuquerque, NM 87123

DBA (if applicable): _____

Co. Email: Mlam@dub-l-ee.com Co. Phone No. 505.292.1684

NM Gross Receipts Tax # (CRS): 03-241348-003 Federal Tax ID #: 45-4953530

Payment terms: 30 net (Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point must be Destination, unless otherwise indicated by the Village of Ruidoso Purchasing Agent

Authorized Signature: _____ Print or Type Name: Eddie J. Saiz, Vice President

Signatory Email: ejr@dub-l-ee.com Phone No.: 505.292.1684

IMPORTANT – All bids must be submitted in a sealed envelope or package and must be clearly labeled with the bidder's name and address, the bid number, title, and opening date on the front of the envelope, bottom left-hand side. Sealed bids will be received at the above address until specified due date and local time. Late submission of bids will not be accepted. Sealed bids will be publicly opened in the Village of Ruidoso Council Chambers. Bids are subject to the specifications set forth in this document, and any additional bidding instructions or requirements issued by the Village of Ruidoso.

NOTE: If you decide not to bid, do not return this document.

It is your responsibility as a Bidder to ensure your bid is correct and accurate.

Signed Letter of Transmittal Form

ITB #2026-004B
Two Rivers Water Intake and Transmission System

APPENDIX B - LETTER OF TRANSMITTAL FORM

ITB #2026-004B Two Rivers Water Intake and Transmission System

Bidder Name: DUB-L-EE, LLC. **FED ID#:** 45-4953530

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE BID!

1. **Identity (Name) and Mailing Address** of the submitting organization:

DUB-L-EE, LLC

98 HWY 66 East Albuquerque, NM 87123

2. For the person authorized by the organization to contractually obligate on behalf of this Bid:

Name: Eddie J. Saiz

Title: Vice President

E-Mail Address: ejr@dub-l-ee.com Telephone Number: 505.292.1684

3. For the person authorized by the organization to negotiate on behalf of this Bid:

Name: Eddie J. Saiz

Title: Vice President

E-Mail Address: ejr@dub-l-ee.com Telephone Number: 505.292.1684

4. For the person authorized by the organization to clarify/respond to queries regarding this Bid:

Name: Eddie J. Saiz

Title: Vice President

E-Mail Address: ejr@dub-l-ee.com Telephone Number: 505.292.1684

5. Use of Sub-Contractors (Select one)

____ No sub-contractors will be used in the performance of any resultant contract OR

X The following sub-contractors will be used in the performance of any resultant contract:

ITB #2026-004B
Two Rivers Water Intake and Transmission System

APPENDIX B – PAGE 2

NAME OF SUBCONTRACTOR **WORK TO BE DONE**
(If no subcontractors are to be used, put "N/A")

A&S Enterprises - Electrical , LT Surveying- Survey, GeoMat- Material Testing, DH Underground - Jack and Bore, Caldon - Seeding and SWPPP, Road Safe - Traffic Control, Riley Industrial -Coating

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract (if any.)

NA

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement.

x I hereby acknowledge receipt of the following addenda to this ITB (if applicable):

Addendum # 1 Dated: 1.20.2026 Addendum # 3 Dated: 2.5.2026

Addendum # 2 Dated: 1.30.2026 Addendum # 4 Dated: 2.6.2026

Addendum #5 Dated 2.13.2026

Authorized Signature — Date: 2.20.2026

(Must be signed by the person identified in item #2, above.)

Completed Cost Response Form

ITB #2026-004B
Two Rivers Water Intake and Transmission System

APPENDIX C – COST RESPONSE FORM

The representations herein are made under penalty of perjury. I hereby offer to the Village of Ruidoso the specified services at the price(s) bid and under the terms and conditions herein, attached, or incorporated by reference. Any bid submitted by a bidder with a qualifying, valid NM Preference will be considered at either 8% or 10% less for the purposes award consideration, at the discretion of the Village.

In submitting this Bid, the Bidder represents, that:

1. The Bidder has examined all bidding documents and acknowledges any applicable addenda.

2. The Bidder has familiarized themselves with the nature and extent of all requirements.

3. Bidder has given the Procurement Manager written notice of any conflicts, errors, or discrepancies that he has discovered in the bidding documents, and the written resolution thereof by the Procurement Manager is acceptable to the Bidder.

4. The bid is genuine and not made in the interest of, or behalf of, any undisclosed person, firm or corporation; the Bidder has not directly or indirectly induced or solicited any Bidder to submit false information; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; the Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder or over the Village of Ruidoso.

5. Bidder understands that acceptance and formal award of this bid, along with the placement of order(s) related to this bid, constitutes a complete and binding contract for items and services as specified.

6. The Bidder certifies by submitting a bid, to the best of his or her knowledge and belief, that all information is correct and accurate.

ITB #2026-004B
Two Rivers Water Intake and Transmission System

APPENDIX C – COST RESPONSE FORM - Page 2

Vendor is to supply ITB #2026-004B Two Rivers Raw Water Intake and Transmission System on a Village wide basis in accordance with the specifications as set forth in Appendix J – Scope of Work.

Item#	Unit of Measurement	Description	Quantity	Unit Price	Total
1	Lump Sum	Mobilization/Demobilization	1	$134,629.38	$134,629.38
2	Lump Sum	Demolition	1	$108,485.80	$108,485.80
3	Lump Sum	Intake	1	$244,428.82	$244,428.82
4	Lump Sum	Pump Station	1	$2,550,195.95	$2,550,195.95
5	Linear Feet	Trenchless Pipeline Installation	72	$5,699.10	$410,335.20
6	Linear Feet	Open-cut Pipeline Installation	8,248		
		A- Segmental PVC C900	8,248	$95.34	$786,364.32
		B – Fusible PVC C900	0	$0.00	$0.00
7	Each	CAV Stations	3	$45,271.23	$135,813.69
8	LS	Pump Back Tie-In	1	$43,672.44	$43,672.44
9	LS	Site Civil	1	$137,315.18	$137,315.18
Base Bid Total					$4,551,240.78
Bid add Alternatives					
10 BA	SF	Pavement Restoration – 2” mill and overlay	35,031	$8.42	$294,961.02

Notes: 1. See Section 01 29 03 for Description of Bid Items and Schedule of Costs.
2.For Bid Item 6, Bidder may choose to bid on either pipe material alternatives, or a combination of both, provided that the total combined linear footage does not exceed the total quantity.
3. **Base Bid Total** will be used in the evaluation and selection process. The Village reserves the right to include Bid Item 10 BA in the construction contract at their sole discretion.

(Amount shall be exclusive of gross receipts tax. Any applicable gross receipts tax may be charged at the time of billing and shall be listed as a separate line item on the invoice.)

OPTIONS, EXCEPTIONS, OR VARIATIONS

APPENDIX D - OPTIONS, EXCEPTIONS, OR VARIATIONS

Please state each and every option, exception, or variation to the specifications (if any) for the products or services offered. **Please check one option, sign below and return with your bid.**

_____THERE ***ARE*** OPTIONS, EXCEPTIONS, OR VARIATIONS. State in detail below. If necessary, utilize additional sheet(s) labeled "OPTIONS, EXCEPTIONS OR VARIATIONS TO ITB 2026-004B" and include with bid.

__X__THERE ***ARE NO*** OPTIONS, EXCEPTIONS, OR VARIATIONS. The products and/or services offered on this Invitation to Bid meet or exceed all Specifications, Terms, and Conditions set forth without exceptions. I understand products or services not meeting all Specifications, Terms, and Conditions may be cause for rejection of the item or service, of a bid in its entirety, or may result in cancelation of any awarded contract, project or task.

_____
Signature

Eddie J. Saiz, Vice President
_____
Printed Name and Title

Affidavit of Non-Collusion

APPENDIX E - AFFIDAVIT OF NON-COLLUSION

I state that I am the Vice President (title) of DUB-L-EE, LLC (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I further state that:

1) The price(s) and amount of this Offer have been arrived at independently and without consultation communication or agreement with any other Bidder or potential Bidder.
2) That neither the price(s) nor the amount of this bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.
3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4) This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5) This firm, its affiliates, subsidiaries, officers. directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described herein.
6) I state that this firm understands and acknowledges that the above representations are material and important and will be relied on by the Village of Ruidoso in awarding. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Village of Ruidoso of the true facts relating to the submission of Bidders for this contract.

Authorized Signature

2.20.2026
Date

Eddie J. Saiz, Vice President
Printed Name

New Mexico Preference Certificate

APPENDIX F – NEW MEXICO PREFERENCE CERTIFICATION

DUB-L-EE, LLC. (Name of Business) hereby certifies the following in regard to application of the resident preference or resident veteran's preference to this formal request for bids process:

Please check one box only:

☐ This business does not have a qualifying New Mexico Preference Certification.

☒ This business has a qualifying New Mexico Resident Preference or Resident Veteran Preference Certification **(include a copy of the certificate with bid)**

If claiming a Resident Veterans Preference Certification, please state annual gross revenue for preceding calendar year:

$_____

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

Eddie J. Saiz, Vice President — 2.20.2026

(Signature of Business Representative) * (Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to inspection and/or protest. A denial of award or recension of award may be made if the statement is proven incorrect.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **DUB-L-EE LLC**

DBA: **DUB-L-EE LLC**
98 HIGHWAY 66 E
ALBUQUERQUE, NM 87123-9587

Expires: **18-Jul-2026**

Certificate Number:

L0419111536

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Compliance with Regulatory Agencies

APPENDIX G - COMPLIANCE WITH REGULATORY AGENCIES

Please fill out this form to document and submit your response to the Invitation to Bid.

Has your firm during the past five (5) years been free of any determination by a court or administrative agency of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices on public works projects? Yes No

If "no" please explain: _____

Has your firm, during the past five (5) years been free of any determinations by a court or administrative agency of violations or notice of violation pertaining to the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), or Environmental Protection Agency (EPA) requirement on a job site? Yes No

If "no" please explain: _____

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations pertaining to Construction Industry Division requirements pertaining to projects?
Yes No

If "no" please explain: _____

Is your firm free of any Subcontractor Fair Practices Act violations for the past five (5) years?
Yes No

If "no" please explain: _____

Has your firm been free of violation of any Federal, State or Local Agency requirement on a jobsite that has resulted in a fine because of violations? Yes No

If "no" please explain: _____

The undersigned hereby state under penalty of perjury that the above statements are true and accurate.

Name Eddie J. Saiz Title Vice President

Signature _____ Date 2.20.2026

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

APPENDIX H- 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:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three year period preceding this bid been convicted of all has 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 of State Antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,

Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses in enumerated in paragraph (2) of this certification and

Have not within a three-year period preceding this bid had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement of this certification may be ground for rejection of this bid or termination of the award. Under 18USC Sec. 101, a false statement may result in a fine up to $10,000 or imprisonment for up to 5 years, or both.

Eddie J. Saiz, Vice President

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

2.20.2026

Date

Campaign Contribution Disclosure Form

APPENDIX I- 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 contractor must disclose whether they, a family member or a representative of the prospective contractor 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 contractor submits a Bid or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor 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 contractor, a family member of the prospective contractor, or a representative of the prospective contractor 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 contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR 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 contractor is submitting a competitive sealed Bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Bid.

"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 Invitation to Bid and ending with the award of the contract or the cancellation of the Invitation to Bid.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed Bid process set forth in the Procurement Code or is not required to submit a competitive sealed Bid because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" 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 contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: NONE MADE

Relation to Prospective Contractor: NONE MADE

Name of Applicable Public Official: NONE MADE

Date Contribution(s) Made: NONE MADE

Amount(s) of Contribution(s):

Nature of Contribution(s): NONE MADE

Purpose of Contribution(s): NONE MADE

(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.

Signature Eddie J. Saiz 2.20.2026 Date

Vice President

Title (Position)

Executed Bid Bond

APPENDIX K – BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, DUB-L-EE LLC, hereinafter called the "Principal," as Principal, and Amerisure Mutual Insurance Company, hereinafter called the "Surety," as Surety, are held and firmly bound unto the Village of Ruidoso, hereinafter called the "Village," in the sum of five percent (5%) of Lump Sum Base Bid amount for payment of which in lawful money of the United Sates, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The CONDITION OF THE ABOVE OBLIGATED IS SUCH THAT, WHEREAS, Principal has submitted a Bid for:

Two Rivers Water Intake and Transmission System; ITB No. 2026-004B; Ruidoso, NM

NOW, THEREFORE, if the Village shall accept the bid of the Principal, and the Principal shall enter into a Contract with the Village in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents, with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS OF WHEREOF, we have hereunto set our hands this 6th day of February, 2026

PRINCIPAL:

DUB-L-EE LLC
Name of firm

Signature

Eddie J. Saiz
Printed Name

Vice President
Title

SURETY:

Amerisure Mutual Insurance Company
Name of firm

Susan D. Martin
Signature

Susan D. Martin
Printed Name

Attorney-in-fact
Title

Address For Notices:

P.O. Box 9098

Farmington Hills, MI 48333-9098

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint: **Susan D. Martin**

Bid Bond

DUB-L-EE LLC.

Village of Ruidoso

of HUB International Insurance Services, Inc., its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION ($100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"**RESOLVED**, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to anycertificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."

AMERISURE MUTUAL INSURANCE CORPORATE SEAL 2000 MICHIGAN COMPANY

AMERISURE INSURANCE CORPORATE SEAL 1968 MICHIGAN COMPANY

By: _____
Michael A. Ito, Senior Vice President Surety

By: _____
Aaron Green, Vice President Surety

AMERISURE PARTNERS INSURANCE CORPORATE SEAL 2000 MICHIGAN COMPANY

IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 31st day of October, 2025.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Michigan
County of Oakland

On this 31st day of October, 2025, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

STATE OF MICHIGAN NOTARY PUBLIC

KAY L. AIRTON
My Commission Expires
August 16, 2031
County of Livingston
Acting in the County of OAKLAND

Kay L. Airton
Kay Airton, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of February 2026.

Chris M. Spaude
Christopher M. Spaude, Chief Financial Officer & Treasurer

Michelle Lujan Grisham
Governor

Clay Bailey
Director

Clay Bailey
Superintendent

State of New Mexico

Regulation and Licensing Department

CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **DUB-L-EE LLC**

PERMANENT LICENSE #373895

Located at: **98 HIGHWAY 66 EAST, ALBUQUERQUE, NM 87123**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

EE98, GA02, GA03, GB98, GF09, MM98

And to permit or contract projects singly in New Mexico of a dollar amount up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

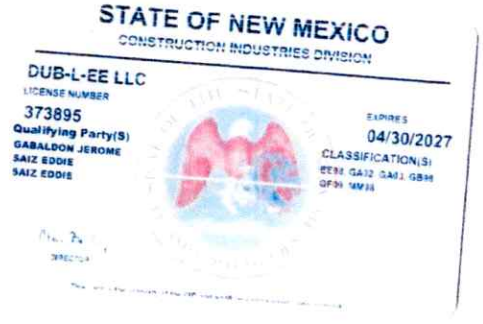
04/12/2012

Signature of Contractor

Clay Bailey

Clay Bailey
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable



STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

DUB-L-EE LLC

LICENSE NUMBER

373895

Qualifying Party(S)

GABALDON JEROME

SAIZ EDDIE

SAIZ EDDIE

EXPIRES

04/30/2027

CLASSIFICATION(S)

Certificate of Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

This is to certify that

DUB-L-EE LLC

98 HIGHWAY 66 E

ALBUQUERQUE, NM, 87123-9587

has registered with the Department of Workforce Solutions

Registration Date: 1/15/2024 **Registration Number: 1746820150218**

This certificate <u>does not</u> show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at
https://www.dws.state.nm.us/pwaa

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

NEW MEXICO PUBLIC REGULATION COMMISSION

Certificate Of Organization

OF

DUB-L-EE LLC

4568001

The Public Regulation Commission certifies that the Articles Of Organization, duly signed and verified pursuant to the provisions of the

Limited Liability Company Act **(53-19-1 To 53-19-74 NMSA 1978)**

have been received by it and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Public Regulation Commission issues this Certificate Of Organization and attaches hereto a duplicate of the Articles Of Organization.

Dated : **April 3, 2012**

In testimony whereof, the Public Regulation of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to be affixed at the city of Santa Fe.

Stacy Starr-Garcia

Bureau Chief

Patrick H. Lyons

Chairman

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 11.

To:

Presenter(s): Levi Beaty, Public Works Director
Joshua Long, Assistant Public Works Director

Meeting Date: March 10, 2026

Re: 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.

Item Summary:

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.

Financial Impact:

The project will be budgeted in the General Capital Improvements Fund's Capital Outlay - Projects line item (320-302-53006 GCIP22005). Part of the project will be paid from NMDOT TPF Project No. LP20014 ($114,897.00) and the remaining balance of $86,951.00 will be paid out of General Fund.

Item Discussion:

Rymarc Construction, Inc. proposes 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 will have to be closed to any through traffic. We will 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, maintain positive drainage from roadway to creek. 3- areas Identified per the Village of Ruidoso. Approx 264 linear feet of area to stabilize. Once project is complete, clean up, sweep roadway, open to traffic.

Recommendations:

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.

ATTACHMENTS:
Rymarc Construction Paradise Canyon Shoulder Stabilization Estimate Breakdown.pdf
Rymarc Construction Paradise Canyon Shoulder Stabilization Proposal.pdf

Rymarc Construction, Inc. Construction Cost Estimate Breakdown 2/26/2026

Emergency Work For Paradise Canyon Shoulder Stabilization Project

ITEM	ITEM DESCRIPTION	LABOR RATE	LABOR HOUR	LABOR TOTAL		EQUIP RATE	EQUIP HOUR	EQUIP TOTAL		Lump Sum	BARE TOTAL
1	**Mobilization- Equipment, Labor and materials**			-				-		16,500.00	**16,500.00**
2	**Labor**										
	Superintendent	50.00	80	4,000.00				-			**4,000.00**
	Foreman	50.00	160	8,000.00				-			**8,000.00**
	Equipment operator (2x 49.00 = $ 98.00)	98.00	160	15,680.00				-			**15,680.00**
	Laborer (3x 33.00 = 99.00)	99.00	160	15,840.00				-			**15,840.00**
3	**Heavy Equipment**			-		195.00	135	26,325.00			**26,325.00**
4	**Materials - Delivered to job site**										
	Boulders from 2'x2'x4' up to 3'x3'x4' total 150 Pieces delivered to site			-				-		28,800.00	**28,800.00**
	3,000 PSI Concrete to set/cast boulders in place			-				-		30,695.00	**30,695.00**
	Miscellaneous Fill materials as required			-				-		1,250.00	**1,250.00**
5	**Traffic Control**, design, Devices, Set up/Remove, Daily Maintenance									10,595.00	**10,595.00**
	Total		560	43,520.00			135	26,325.00		87,840.00	**157,685.00**
								Overhead		8%	**12,614.80**
											170,299.80
								Profit		8%	**13,623.98**
											183,923.78
								BOND		1.44%	**2,648.50**
											186,572.29
								NMGRT		8.1875%	**15,275.61**
								TOTAL			**201,847.89**

RYMARC CONSTRUCTION, INC.

3440 Princeton Drive NE
Albuquerque, NM 87107

February 26, 2026

Village of Ruidoso
Attn: Ron Sena
313 Cree Meadows Drive
Ruidoso, NM 88345

RE: Emergency Work For Paradise Canyon Shoulder Stabilization Work

Rymarc Construction, Inc. proposes to accomplish the following items of work per our 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 will have to be closed to any through traffic. We will 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, maintain positive drainage from roadway to creek. 3- areas Identified per the Village of Ruidoso. Approx 264 linear Feet of area to stabilize. Once project is complete, clean up, sweep roadway, open to traffic.

Mobilization	$ 16,500.00
Labor	$ 43,520.00
Equipment	$ 26,325.00
Traffic Control	$ 9,595.00
Materials	$61,745.00
Total	$157,685.00
Overhead 8%	$12,614.80
Profit 8%	$13,623.98
Bond @ 1.44%	$ 2,648.50
NMGRT 8.1875%	$ 15,275.61
Total	$ 201,847.89

EXCLUSIONS: No Engineering, No as-built drawings, No SWPPP, No Temporary Fencing, No permitting, No demo of any other portion or parts of the property.

For your convenience, this project can be issued under our NM GSD Statewide Price Agreement – General Construction Services Contract No. 30-00000-23-00070.
Please feel free to contact me at 575-781-0508, should you have questions on this proposal.

Respectfully,

Bruce Lopez, President

Accepted by: _____ _____

Name, Title Date

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 12.

To:

Presenter(s): Eddie Ryan, Manager of Events and Strategic Partnerships

Meeting Date: March 10, 2026

Re: 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.

Item Summary:

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.

Financial Impact:

Funds are currently budgeted in the Lodgers' Tax Special Revenue Fund's Special Events line item (214-165-52068) in the amount of $100,000.00.

Item Discussion:

This was approved by the Lodger's Tax Committee at their rescheduled regular meeting on February 10, 2026.

Recommendations:

To Approve Agreement with Dods Diving Global AS to Host Dods Diving World Tour and a Financial Contribution of $100,000.00.

ATTACHMENTS:
UPDATED HOST CITY AGREEMENT RUIDOSO.pdf
Ruidoso_Proposed_Modifications_DWTE_2026-2028 (1).pdf
DODS Diving League 2026 Economic Worksheet.pdf



DØDS DIVING WORLD TOUR

HOST CITY AGREEMENT
DØDS WORLD TOUR RUIDOSO
SEASON 2026-2028

BETWEEN

Døds Diving League AS (DDG)
(Organisation number 827220302)

and

Ruidoso and Lincoln County Film Liaison
313 Cree Meadows Drive, Ruidoso, NM 88345

1. PURPOSE

The Døds World Tour (DWT) is a tournament in Dødsing where an overall winner of the League is chosen based on the number of points / results in each competition. DWT is also a qualifying tournament for the Døds World Championship based on results. The Døds Diving League (DDL) is the owner of The DWT. DDL licenses the right to arrange DWT to others, hereinafter referred to as the Host.

This Agreement is the terms on which DDL grants, and Host accepts, the right to host a Døds World Tour Event (DWTE).Through this agreement, the Host is assigned the responsibility as technical organizer for and must put up a Local Organizing Committee (LOC) for the implementation of a DWTE on June 6th in Ruidoso. As a technical organizer, the Host is the responsible legal entity for this DWTE and runs the event at his own expense and risk.

The purpose of this agreement is to regulate the legal relationship between DDL and the Host, including creating predictability in relation to the parties' specific rights and obligations. The purpose of the agreement is also to facilitate that DWTE's market potential is optimally utilized within the framework of this agreement.

This agreement has been prepared in accordance with DDL's "General provisions" which are included in DDL"s Host Country Manual which follows from appendix 1 to this agreement. The provisions and regulations in the Host Country Manual supplement and complete this agreement.

2. THE PROPERTY RIGHT OF THE DØDS WORLD TOUR LEAGUE

IDF retains ownership rights over the Døds World Tour and Døds World Championship.

As owner of the Døds World Tour and the Døds World Championship, IDF has the right to exploit the economic opportunities these events generate, including all the events' marketing and media rights worldwide.

Media rights means the right to record, transmit or communicate audio, video, text and similar via TV, radio, the internet or in another manner.

Marketing rights means intellectual property rights (brands/logos, image rights etc.) that are used to market or promote the enterprise or products in the market.

3. DISTRIBUTION AND LICENSING OF MARKETING AND MEDIA RIGHTS

3.1 Licensing of marketing and media rights to the Host

Through this agreement, IDF gives the Host the right to use the following market and media rights related to the DWTE:

a) Marketing of the event:
   - The Host has the right and duty to use the DWTE's name and logo in marketing and PR of the event through its own website, social media, and other media. DDL shall send the event's logo to the Host within a reasonable time before the event is to be marketed.
   - The Host has the right and duty to use promotional films for the DWT League prepared by DDL. In this connection, the DDL shall send the film to the Host within a reasonable time before the event is to be marketed.
   - The Host has the right and duty to use #dodsdivingleague, #dods, #døds and @dodsdivingleague in all marketing of the event, including in social media, flyers and in all reviews of the event
   - The Host must enter event information as early as possible and a minimum of 4 weeks before the event date here: https://dodsdivingleague.com/pages/event-registration
   - The Host must create a Facebook event for the event where the Facebook-page: The Døds Diving League will be the co-host https://www.facebook.com/dodsdivingleague

b) Arena branding:

Sponsorship Rights and Revenue Sharing in Arena:

DDL Sponsorship: All revenue derived from DDL sponsorship agreements related to the Døds Diving League Series shall be retained entirely (100%) by Døds.

Legacy Partnership: The Host may finance the Event through the engagement of up to four (4) local sponsors (each, a "Legacy Partner"), each of whom may co-host the Event together with the Host. One hundred percent (100%) of all revenues generated from agreements with Legacy Partners in connection with the DWTE shall be retained exclusively by the Host. The full scope of commercial rights and inventory available to Legacy Partners for the Event is set forth in Appendix 2.

The Host may appoint up to five (5) Local Activation Partners. Each Local Activation Partner shall be entitled to an allocated activation area within the spectator area.

Each activation area may be up to 5 x 5 meters in size, unless otherwise agreed in writing with the DDL.

Within their allocated activation area, Local Activation Partners shall have the right to sell products, provide samples, display and use their own branding, and, where applicable, install and operate a stand, a tent or similar activation structure.

All Local Activation Partners must not be in conflict with any exclusive partners of DDL and are subject to prior written approval by DDL.

Each Local Activation Partner shall be fully responsible for the provision, installation, operation, and removal of their activation setup, including any stand, equipment, staffing, and related logistics.

One hundred percent (100%) of all revenues generated from agreements with Local Activation Partners in connection with the DWTE shall be retained exclusively by the Host.

All exact dimensions and measurements of branding formats for the diving platform must be communicated to the DDL no later than one (1) month prior to the event. The entire tower is to be wrapped in designed branding, and DDL's key visual shall be used across the entire tower. At the same time, the Host City logo and all Host initiated local Legacy Partners must be confirmed, and logos must be submitted. IDF will provide the design file to the LOC in due time before the banner should be produced. The Host is responsible for the production and cost of the top banner.

DDL sponsors shall also have the right to activation and a strategically placed stand near the diving tower and spectator area at no cost.

DDL has signed athletes across different teams, with each team having its own sponsor. These sponsors also have the right to exposure and marketing activities in the athlete area near the diving tower.

Additional placement rights:

- DDL has the right to place two DDL beach flags in front of the platform, one on each side of the diving platform.
- Space must be reserved for four water buoys, positioned on the right and left sides of the landing area. DDL will handle the placement of the buoys but will require assistance from the LOC, including a small boat, to ensure proper positioning.
- Space must be reserved for a backdrop where athletes stand before running towards the platform's edge, as well as another backdrop for the awards podium and the interview zone. The DDL sponsors will be integrated on the backdrops. The backdrops will be set up by the DDL with assistance from the LOC. The Host is responsible for providing an awards podium.

c) Sales of other goods and services:

- Food and Beverages: All revenue from food and beverage sales shall be fully retained (100%) by the Host.
- Parking: All revenue from parking operations shall be fully retained (100%) by the Host.
- Merchandise: All merchandise revenue, including items featuring Host City's branding, shall be fully retained (100%) by DDL.
- Merchandise Restrictions: The Host is not permitted to produce or sell merchandise bearing the DDL or DWT logos.

d) Ticket revenue:

- Ticketing (if applicable), one hundred percent (100%) of ticketing revenue shall be retained by the Host until the event has reached break-even. Following break-even, ticketing revenue shall be split equally, with fifty percent (50%) retained by the Host and fifty percent (50%) payable to IDF.

e) Afterparty:

- The Afterparty is an event for the audience and participants after the competition has been held. DDL licenses the right to organize AfterDøds to the Host, while the DDL retains the right to promote DDL, DWTE, and the DDL sponsors at the venue. All athletes and DDL crew who have taken part in the competition are granted complimentary access.

f) Media rights:

- DDL owns the media rights (editorial and commercial) for the event and offers the Host license rights to record film or take photos from the event for their own use. The materials shall be provided to the DDL with full rights for use, distribution, and publication. The competition implementation (all rounds) is covered with film and photo by DDL alone. The Host has the right to show parts of the competition (up to 5 jumps) and has the right to make an aftermovie and content to SoMe and press after the event. The Host can produce and put on a live stream of the competition, but only if DDL doesn't make a livestream themself. In this case the Host shall make the live stream available for DDL with full rights to use freely in their own channels, or share with other media partners.

- DDL and/or DDL's media partners have the right to film and transmit / communicate, broadcast, live stream and make edited recordings from the event for their own use and exploitation. DDL shall retain the right to use such material commercially in any form and through any media, without limitation. DDL covers its own costs for this and can reserve the right to obtain quotes from the Host's content producers for various content. DDL and their media partner shall be given access to and have the right to use and utilise in their own activities, the Host's own recordings and content production from the event free of charge.
- DDL and their media partners shall be given physical access to the event covered by the agreement here, free access to a place for interviews, platforms for its own camera equipment and similar facilitation.

3.2 More about DDL's marketing rights to the event

The DDL retains, and has the right to exercise, the following marketing rights to the event:

a) Marketing of the event:

- The DDL reserves the right - and holds the responsibility - to promote the event through its official channels, including its website, social media platforms such as Facebook and Instagram, as well as through media partners. The event will form an integral part of the DDL's overall PR strategy to raise awareness of and promote the Døds World Tour.

b) Arene branding:

- The DDL is entitled to arena branding, as described in section 3.1 letter b) of this agreement.

c) Golden Ticket:

- A Golden Ticket shall be awarded to the best participant who is not already qualified for the Døds World Championship based on previous results. DDL must send the print file for the Golden Ticket to the LOC well in advance of the event starting, and the LOC must print / produce the Golden Ticket in full size. Costs related to the production of the Golden Ticket shall be covered by the Host.

d) Trophy:

- DDL brings a winners trophy to the event. The trophy shall be awarded to the winner during the prize giving ceremony.

e) Start number and branding on athletes:

- The DDL retains exclusive marketing rights for all branding featured on start numbers, should start numbers be used during the event.
- Athletes are permitted to display their personal sponsor logos on swim shorts and swimsuits; however, no other forms of marketing or branding will be allowed.

f) Ownership of personal information / participant lists:

- The DDL holds all rights to the participant list and all commercial use of such personal information requires the explicit consent of the registered person.
-

g) Checks

- The Organizer must print/produce the winner checks in full size. Costs related to the production of the Checks shall be covered by the Organizer. DDL must send the print file for the Checks to the Organizer well in advance of the event starting,

3.3 About DDL's DDL global sponsorships of the Døds World Tour

DDL sponsorships of the Døds World Tour will be integrated in the event as follows:

- Sponsors will be prominently featured on the top event banner, alongside the Host's DWTE logo
- A dedicated area within the event arena will be allocated for DDL sponsor activations. This may include promotional stands, athlete lounges, or spectator engagement zones. DDL will provide the final concept and requirements for this area no later than four weeks prior to the event.
- Sponsors will be included on all three official event backdrops.
- Sponsors will be represented at the Afterparty venue.

3.4 About the DDL's Team sponsors of the Døds World Tour

- Team sponsors will be provided with a dedicated space near the diving tower, designed to support brand activation and engagement with their team athletes. This area may include elements such as branded sun loungers, standing tables, or similar setups to create a welcoming and visible presence.

- In addition, team sponsors will have branding opportunities either on a backdrop associated with this activation zone or on the side of the diving tower itself, ensuring strong visibility throughout the event.

4. HOST'S OBLIGATIONS AS A TECHNICAL ORGANIZER

The Host shall carry out the event in accordance with this agreement and the IDF's Host Country Manual. Host is solely responsible for meeting all the expenses and costs of staging the DWTE (other than DDL Costs), including in relation to:

4.1 Host must, on the terms of this Agreement:

- Organise and present the DWTE to a standard befitting of the reputation and stature of the Døds Diving League as a global sports participation event
- Provide the Venue in accordance with Venue Minimum Standards
- Take reasonable steps to ensure, so far as is reasonably practicable, the health and safety of the Atheletes

- Promote and market the DWTE to maximise exposure and awareness
- Pay the Hosting Fees to IDF in accordance with Schedule 8 (Hosting Fee) and deliver the DWTE substantially in accordance with the Budget

4.2 Terms for a successful organisation of the event in compliance with Host City Manual

Host must make all arrangements, at its own cost, for the successful organisation of the DWTE in compliance with the Host Country Manual. Host must: Ensure the venue comply with the Venue Minimum Standards and Medical Minimum Standards at all times; Are adequately and appropriately staffed and policed and provided with all necessary emergency medical services and facilities to a standard satisfactory to a DWTE; Conform to all statutory, legal, regulatory and local requirements, and have suitable facilities, public address and sound systems, to a standard that is commensurate with an event of the stature and reputation of the DDL.

4.3 Venue

Host must provide comprehensive security at the Venue and other relevant locations to the satisfaction of IDF and ensure that all appropriate and necessary security precautions are in place for the DWTE, including liaison with local police and other relevant security providers in relation to ground control and security in and out of the Venue.

The Venue must be available with reasonable notice, from the date of this Agreement for inspection by the IDF to enable it to monitor the compliance by Host with its obligations pursuant to this Agreement. The details of inspection tours are as specified in the Host Country Manual.

The Host shall be responsible for both the cost and execution of the following Venue items, as required for the DØDS World Tour event:

- Body of Water, as required for DØDS World Tour event
- Venue / Site Rental
- Traffic Management
- Sound Monitoring (as required)
- Waste Management

- Power Distribution & Hire
- Power Supply
- Stable WiFi
- Security & Stewarding

4.4 Staffing Arena Crew

Host must supply all Services with due care and skill; Ensure Equipment is fit for purpose and free from defects in materials, design, workmanship and installation; Ensure that it has sufficient, suitable and qualified Personnel to enable it to meet its obligations under this Agreement; Ensure Personnel are properly qualified under any applicable law (or relevant professional body) and have obtained the relevant permission from applicable authorities to supply Services; Comply, and ensure its Personnel comply, with: (i) all applicable standards, awards, laws and regulations (including workplace health and safety laws and consumer protection laws); (ii) this Agreement, including DDL Regulations and Host Country Manual and (iii) all reasonable directions of DDL within the scope of this Agreement

The Host shall be responsible for hiring, managing, and covering the cost of the following arena crew staffing requirements:

- Up / Down Mounting Crew
- Local Event & Arena Production manager (this is a key role)
- Staff for Event Staffing / Activation Staff / Front of House Staff
- Local project coordinator
- Local sponsor coordinator
- Local accreditation manager
- Ticketing manager (if required)
- Local runners for event requirements
- Bar Servicing Staff
- Cloakroom Staff (if required)
- DJ (key for event)
- MC for event days
- Health & Safety Officer
- Additional Entertainment as required for broader event

4.5 Medical

The health and safety of DWTE competitors is paramount to DDL. The Host must appoint a DWT Chief Medical Officer who must be able to communicate in English and develop a Medical Plan that complies with the Minimum Medical Standards in the Host Country Manual, and provide to DDL for written approval.

The Host shall be responsible for arranging, managing, and covering the cost of the following medical services and personnel:

- On site Medical
- Stand-by Ambulance
- Doctor
- Water Safety

4.6 Production

The Host shall be responsible for coordinating, managing, and covering the cost of the following production elements, as required for the DØDS World Tour event and in accordance with the Host Country Manual:

- Sound & Lighting
- Fencing
- Diving Platform structure scaffolding
- Tents
- Toilets (if required)
- Wristbands
- Local staff Travel & accommodation
- Signage Printing & Mounting
- Screens (in arena & technical operators – Jumbotron & Editors)
- Radio hire
- Rental of Transportation Machinery

- Food crew / Catering for all DØDS Staff & Athletes on event day
- Pyrotechnics
- Podium for Prize Giving
- Judges Tables & 6 chairs (protected against sun and rain+ 4G wireless and electricity)

4.7 Transport & Logistics

- Domestic Transport & Logistics as required for event

4.8 Marketing & PR

Host must market and promote the DWTE locally in accordance with the Host Country Manual. Without limiting the generality of this obligation,

- Advertising & Marketing
- PR (including all costs of PR stunts required)
- Media enquiries, accreditation and processing

4.9 Insurance & Permits

Host is responsible for risk identification, assessment and management of the DWTE. Host must provide a Risk Management Plan to the DDL for approval.

Host must:

- Obtain and maintain a public liability insurance naming DDL as an additional insured
- Obtain and maintain adequate additional insurance of types and levels to cover its obligations under this Agreement, including supply of Personnel, Equipment and Services
- Obtain and maintain all employer's liability insurance required by law
- Ensure its subcontractors have sufficient appropriate insurance to satisfy their obligations arising out of or in relation to this Agreement

- Provide, on DDL's request, evidence satisfactory to DDL of the existence, currency and contents of the insurance specified in this clause and promptly notify DDL of any material changes to Host's insurance.
- Host must obtain and maintain all permits, rights, consents and authorisations necessary to stage the DWTE and to comply with this Agreement
- Event Cancellation Insurance (including inclement weather insurance)

5. DØDS TO PROVIDE AND ARRANGE THE FOLLOWING

In return for a rights fee, IDF will provide, arrange and cover the costs listed below:

- 1 x Event day DØDS World Tour event inclusive of:
- Athletes
- DDL Staffing
    - Døds World Tour Manager
    - Head of Broadcast
    - Sports Producer
    - Social Media Manager
    - Contest Director
    - Team Manager
    - Head Judge
    - Event Judges x 4
    - Marketing, Artwork & Design manager
    - Branding manager
    - Sport Events Starter x 1
- DDL Staff International Travel to and from Ruidoso as required for the event
- DDL Staff Accommodation in Ruidoso as required for the event
- DDL Athletes International Travel to and from Ruidoso as required for the event
- DDL Athletes Accommodation in Ruidoso as required for the event
- International Shipping (as required)
- Prize Money for event
- TV & Broadcast production

- Video Content production
- Photographer
- Døds Academy Workshop

Registration and result lists:

- Registration for the event is done directly to the DDL through www.dodsdivingleague.com
- Judging will be done through the DDL`s system. Training in the use of the system is given well in advance of the competition to the judges. DDL provides a Contest Director to manage the judging system
- The DDL will have a dedicated resource that monitors the competition, start lists, judging etc. available at the competition.

6. COOPERATION, ACCESS RIGHTS AND REPORTING

The parties are obliged to cooperate and show loyalty during the planning, preparation and run down of the event.

This includes the following:

- The parties shall keep each other informed of matters that may be of importance
- Regular contact meetings shall be held at administrative level
- Right of access to documents deemed necessary to verify compliance with this Agreement. An exception to this applies to the statutory duty of confidentiality
- The parties are obliged to immediately notify each other of all matters of importance to the co-operation.

Neither Party is authorized to represent each other. That is, one contracting party does not have the authority to incur legal obligations on the other contracting party.

For suppliers with whom one of the parties enters into an agreement, therefore, only this party will be liable.

Each of the parties shall appoint contact persons who are responsible for the implementation of the agreement's rights and obligations. As of today, these are:

Stine Brun Kjeldaas (DDL)

Edward Ryan (Host City)

7. FINANCIAL LIABILITY

The Host is an independent legal entity and manages the event at his own expense and risk. The Host is responsible for all expenses in accordance with this agreement and is consequently entitled to their respective share of the event's income with the exception of income from the exclusive rights the DDL has retained under this agreement.

8. HOSTING FEE

Host must pay DDL a Hosting Fee of USD (**$**) 100.000 to DDL (inclusive of GST/VAT, if applicable) as follows:

- o 50% on the signing of the Hosting Agreement
- o 30% three moths from the date of the DWTE
- o 10% two moths from the date of the DWTE
- o 10% one months from the date of the DWTE

For 2027 and 2028 the payment is a follows

- o 50% on December 1st the year before (payment due in 2026 for 2027 and in 2027 for 2028)
- o 30% four moths from the date of the DWTE
- o 10% three moths from the date of the DWTE
- o 10% two months from the date of the DWTE

Any amounts not paid within thirty (30) days of the due date will bear interest from such date until paid in full at the rate of 5%. The payment of interest is in addition to, and not in substitution for, any and all other remedies available to IDF in respect of such non-payment.

<u>Payment Instructions:</u>
Bank Details:
Bank Name and Address: Nordea Bank Abp, Essendrops gate 7, 0368 Oslo, Norway
IBAN: NO74 6206 0443 993
BIC/SWIFT: NDEANOKK

Account Holders Name: Døds Diving Global AS
Account Holders Address: Henrichsens gate 1, 0169 Oslo, Norway

9. THE AGREEMENT PERIOD

This agreement is applicable to the Døds World Tour events for 2026, 2027, and 2028 and host city fee will be applicable with a yearly 10% increase. It is effective from the date of signing and terminates without prior notice two (2) weeks after the conclusion of the final event in 2028. Unless otherwise agreed in writing by both parties, the terms, responsibilities, and financial conditions outlined in this agreement shall remain consistent and fully applicable for each year of the agreement's duration.

The parties agree to enter into good faith discussions regarding a potential renewal or renegotiation of this agreement no later than three (3) months prior to the final event in 2028.

Upon the expiration/termination of the agreement, both parties' rights and obligations under this agreement cease to apply.

DDL grants Host during the Term the exclusive right to host the DWTE during the Contract Period in the Host State on the terms of this Agreement.

10. BREACH

In the event of a significant breach or if one of the parties fails to rectify a significant breach of this agreement within 10 days after having been requested to do so by written notice, the other party may terminate the agreement.

The above provisions do not preclude the parties' rights to assert other default rights (claims for rectification, re-delivery, compensation, etc.) because of one of the parties having breached its obligations under this agreement. If sponsors (or other third parties) suffer losses as a result of one of the parties' default and the sponsor (or other third parties) requires this loss to be compensated by the contractual counterparty, the parties agree that the party responsible for the breach is responsible and the rightful recipient of the sponsor (or other third parties) claims.

11. TRANSFER OF RIGHTS AND OBLIGATIONS

The organizer may not transfer the rights and obligations of this agreement without the prior written consent of the DDL.

12. DISPUTES

Any dispute or disagreement regarding this agreement shall be resolved amicably. The parties shall loyally and to the best of their ability seek to contribute to the solution taking place through negotiations.

If a solution is not reached amicably within 30 days after one of the parties has demanded negotiations, as described in the section above, the dispute shall be resolved in the civil courts.

The venue is agreed to be in Oslo.

***

The contract is drawn up in 2 - two copies, one for each of the parties.

DØDS DIVING WORLD TOUR

Oslo, 23rd of January 2026

_____

CEO
Døds Diving League AS
Org.no.: 827220302
Paul Rigault

Ruidoso, 23rd of January 2026

_____

Host: Manager of Events and Strategic Partnerships,
Ruidoso and Lincoln County Film Liaison
Edward Ryan

Appendix 1: DDL's Host Country Manual

Appendix 2: List of DDL sponsors and Legacy Partner Commercial Inventory

Appendix 3: Budget

Appendix 1: Host Country Manual

Appendix 2: List of DDL Global sponsors and Sponsorship inventory

DDL Sponsors:
TBC (exclusive rights)
Monster Energy (exclusive rights)

Team Sponsors:

- Synnøve Finden (non-exclusive rights)
- Kvarøy (non-exclusive rights)
- TBC (non-exclusive rights) x ?

Legacy Partners Sponsorship Inventory:

- Branding as official Co-Host together with the City on all Official DDL Platforms (broadcast, arena, website)
- One (1) :30 spot in each episode of DODS Diving League American broadcast on ESPN & ESPN+
- One (1) mutually agreed upon broadcast integration that will include logo branding and voice over
- Arena Activation: Premium activation spot in "partnership village"
- Signage: Entry Archway, Ads on Big screen (3X), Logo on water entry banner in TV zone, mentions by MC in arena (4X)
- Social Media package: Mention and/ or tag in all official post on social media from event (expected reach is 15-20 million views), one custom made IG post as co-host and access to professional event photos free of use for all editorial purposes
- Logo on the official event promo and highlight edit in Social Media
- Host of official press event with logo on media wall
- Opportunity to host Athlete Meet & Greet and After Party
- Døds Academy: Host and sponsor of exclusive diving academy experience for your employees and the local community
- Guest area for your clients and employees
- 3-year agreement (price listed per year)

*all signage is to be paid by Legacy Partner

"A detailed sponsor deck outlining all deliverables and activations will be provided upon execution of this agreement."

mAppendix 3: Budget

BUDGET BREAKDOWN	ALLOCATED TO		
INFLATABLE COSTS	**DØDS**	**HOST CITY**	
Lisence fee		**100,000**	Payable to DØDS by Ruidoso LOC
DDL staff			DØDS Cover all yellow highlighted
DDL Døds World Tour Manager			cells from within fee.
DDL Head of Broadcast			Ruidoso Covers all green
DDL Sports Producer			highlighted cells separately.
DDL SoMe Manager			
DDL Artwork and Design			
DDL Contest Director			
CEO			
DDL Team Manager			
Branding manager			
Sponsor Manager			
Travel coordinator			
DDL Head Judge			
DDL Viking Judge			
DDL staff travel and accom			
DDL staff flights			
DDL staff hotel			
DDL staff Taxi			
DDL staff food			
DDL staff gas + toll roads			
Athlete travel and accom			
Athlete filghts			
Althlete accommodation			
Athlete/ DDL hospitality / After Døds Saturday			
SUM			
VENUE COSTS			
Venue hire			
Traffic Management			
Sound Monitoring			
Waste Management			
Power Distribution & Hire			
Stabil power supply			
Stabil WiFi			
Security/Stewarding			
SUM			
STAFFING ARENA CREW			
Up/Down mounting Crew			
Production Manager (Arena)			
Technicians			
Event staffing - activation staff + FOH			
Project coordinator			
Sponsor coordinator			
Accreditation Manager			
Ticketing Manager			
Runner (2 days)			
Athlete shuttle coordinator (Wed- Sun)			
Local Athlete Transportation (Training, competition, airport, PR)			
Ticketing crew			
Bar service staffing			
Claokroom staff - 2 staff			
DJ			
Health & Safety Officer			

Additional entertainment				
SUM				
STAFFING SPORTS CREW				
Sports staffing- show runner- competition crew (10)				
Judges x 3				
Spectator Animator				
Starter				
Athlete coordinator				
MC				
Other opex				
Doctor				
Water Safety				
SUM				
MEDICAL				
On-site medical (1 x para, 2 x technicial)				
Standby Ambulance				
SUM				
PRODUCTION				
Sound & Lighting				
Fencing				
Diving platform structure scaffolding				
Tents				
Toilets				
Wristbands				
Travel & Accom (Staff) 10				
Signage printing				
Screens on arena and technical operators - Jumbotrone and editor				
Radio hire				
Rental and transportation machinery				
Food crew				
Pyro				
Price giving podium, judges tables and chairs x 6				
SUM				
TRANSPORT & LOGISTICS				
Domestic Transport & Logistics				
International Shipping				
Warehousing				
SUM				
MARKETING + PR				
Advertising & Marketing				
PR				
Video content production SoMe				
Photographer				
SUM				
INSURANCE / H&S / ADMIN				
Insurance Public Liability				
Legal				
Prize money				
SUM				
BROADCASTING COST				
PRODUCTION TV-BROADCAST				
SUM				

VILLAGE OF RUIDOSO

Proposed Modifications to the Døds World Tour Host City Agreement

Season 2026–2028

The Village of Ruidoso has reviewed the draft Host City Agreement and appreciates the opportunity to host the Døds World Tour. The Village is enthusiastic about the event and committed to working collaboratively with Døds Diving Global AS ("IDF") toward a final agreement. The following proposed modifications reflect the Village's legal obligations as a New Mexico municipal corporation, its responsibility to protect public resources, and its interest in ensuring a fair and workable arrangement for both parties.

Each proposed addition is presented below with a plain-language summary, its intended placement in the agreement, and the specific contract language proposed.

PROPOSED ADDITION 1 — HOSTING FEE AND TERM

Placement: *Replaces Section 8 (Hosting Fee) and Section 9 (The Agreement Period) of the draft agreement.*

Summary:

The Village proposes a modified fee schedule that holds the hosting fee flat at $100,000 for the 2026 and 2027 events, with a $10,000 increase to $110,000 for the 2028 event. The Village also proposes a right to exit the agreement — with no penalty — within 90 days after either the 2026 or 2027 event. If the Village exercises that right, any amounts already paid toward the following year are refunded in full within 30 days. This gives both parties the ability to evaluate the event after each year before committing further.

PROPOSED CONTRACT LANGUAGE

8. HOSTING FEE AND TERM

8.1 Hosting Fee Schedule.

The Hosting Fee payable by the Host to IDF shall be as follows:

(a) 2026 Event: USD $100,000, payable as follows:

- 50% upon execution of this Agreement
- 30% three (3) months prior to the 2026 event date
- 10% two (2) months prior to the 2026 event date
- 10% one (1) month prior to the 2026 event date

(b) 2027 Event: USD $100,000, payable as follows:

- 50% on or before December 1, 2026
- 30% four (4) months prior to the 2027 event date
- 10% three (3) months prior to the 2027 event date
- 10% two (2) months prior to the 2027 event date

(c) 2028 Event: USD $110,000, payable as follows:

- 50% on or before December 1, 2027
- 30% four (4) months prior to the 2028 event date
- 10% three (3) months prior to the 2028 event date
- 10% two (2) months prior to the 2028 event date

Amounts not paid within thirty (30) days of the applicable due date shall bear interest at 5% per annum until paid.

8.2 Term.

This Agreement covers the 2026, 2027, and 2028 Contract Years and terminates two (2) weeks after the final 2028 event, unless earlier terminated.

8.3 Village Right to Terminate Without Cause.

The Village may terminate this Agreement, with or without cause, following the conclusion of the 2026 event, by delivering written notice to IDF within ninety (90) days of that event. Upon timely notice:

(a) The Agreement terminates as to all subsequent Contract Years with no further obligations;

(b) IDF shall refund 100% of all Hosting Fee payments already made for the subsequent Contract Year within thirty (30) days of receiving notice, including any December 1st installment already paid; and

(c) All rights granted to the Host for the terminated years revert immediately to IDF.

PROPOSED ADDITION 2 FORCE MAJEURE

Placement: *New section to be added to the agreement as Section 13 (or the next available section number).*

Summary:

The Village is located in a high-risk area for wildfires and flooding — both of which have significantly impacted Ruidoso in recent years. This provision protects both parties if a natural disaster, government emergency declaration, or similar event beyond anyone's control makes it impossible to hold the event. If a Force Majeure Event causes cancellation, IDF refunds 100% of that year's hosting fee within 45 days. The parties can also agree to reschedule. If the situation extends beyond 60 days, either party can exit without penalty.

PROPOSED CONTRACT LANGUAGE

13. FORCE MAJEURE

13.1 Definition.

A "Force Majeure Event" means any event beyond a party's reasonable control that prevents performance, including: acts of God; wildfire, flood, earthquake, or severe storm; epidemic or pandemic; government emergency declarations (including by the State of New Mexico, Lincoln County, or the Village of Ruidoso); acts of war or terrorism; or failure of essential public infrastructure. Economic hardship does not constitute a Force Majeure Event.

13.2 Notice.

The affected party must provide written notice as soon as practicable, describing the event, the obligations affected, and anticipated duration.

13.3 Cancellation Remedy.

If a Force Majeure Event causes cancellation of a scheduled event:

(a) The Host shall not be entitled to any compensation or refund of the Hosting Fee. IDF shall, however, use reasonable efforts to mitigate its costs arising from the cancellation and shall refund to the Host within forty-five (45) days a proportional share of any documented direct cost savings realized by IDF as a result of the cancellation. Any loss or reduction of benefits or services provided by IDF beyond the marketing rights (including, without limitation, tickets, hospitality, and related events or seminars) resulting from such cancellation shall not give rise to any compensation or refund.

(b) Neither party shall have claims against the other for the cancellation; and

(c) The parties may agree in writing within 30 days to reschedule, in which case paid fees apply to the rescheduled date.

13.4 Extended Force Majeure.

If the Force Majeure Event continues for more than sixty (60) consecutive days, either party may terminate for the affected Contract Year without liability, subject to the refund obligation above.

PROPOSED ADDITION 3 VILLAGE EXPENSE REIMBURSEMENT — FIRST PRIORITY

Placement: *New section to be added as Section 14. Applies to all revenue distribution provisions in the agreement, including Section 3.1(d) (ticket revenue splits).*

Summary:

Before any event proceeds are divided between the parties under any formula in the agreement, the Village must first be made whole for all costs it incurred to hold the event. This includes first responder costs (police, fire, EMS), overtime pay to Village employees, and any other direct Village expenses. Only after the Village is fully reimbursed do the parties divide whatever remains. The Village will provide documentation of its expenses within 60 days after each event.

PROPOSED CONTRACT LANGUAGE

14. VILLAGE EXPENSE REIMBURSEMENT — FIRST PRIORITY

14.1 Reimbursement Before Distribution.

Before any net proceeds from a Døds World Tour Event are divided or distributed between the parties in any manner, the Village shall first be reimbursed in full for all documented expenses incurred in connection with hosting and staging the event, including:

(a) First responder costs (police, fire, EMS), whether incurred directly or reimbursed by the Village to Lincoln County or the State of New Mexico;

(b) Overtime and additional compensation paid to Village employees; and

(c) Any other direct, out-of-pocket costs incurred by the Village for the event.

14.2 Documentation.

The Village shall provide documentation of reimbursable expenses to IDF within sixty (60) days after each event. IDF has thirty (30) days to raise written objections. Undisputed expenses are reimbursed before any distribution. Disputes are resolved under Section 12.

14.3 Remaining Proceeds.

After full Village reimbursement, remaining net proceeds are distributed in accordance with the other terms of the Agreement.

PROPOSED ADDITION 4 SPONSOR REVENUE — EACH PARTY KEEPS ITS OWN

Placement: *New section to be added as Section 15. Clarifies and supplements Section 3.1(b), 3.3, and 3.4 of the draft agreement.*

Summary:

The draft agreement already allocates certain sponsor categories to each party. This provision makes the rule explicit and universal: each party keeps 100% of revenues from sponsorships it generates, and the other party has no claim to those revenues. The Village's sponsor revenues (Legacy Partners, Local Activation Partners) stay entirely with the Village. IDF's sponsor revenues (DDL global sponsors, team sponsors) stay entirely with IDF. Sponsor revenues are not pooled or shared under any circumstances.

PROPOSED CONTRACT LANGUAGE

15. SPONSOR REVENUE ALLOCATION

15.1 Village Sponsor Revenue.

One hundred percent (100%) of all revenues received by the Village from sponsorship agreements the Village enters into in connection with the event — including Legacy Partners and Local Activation Partners — shall be retained exclusively by the Village. IDF shall have no claim to any portion of such revenues.

15.2 IDF Sponsor Revenue.

One hundred percent (100%) of all revenues received by IDF from sponsorship agreements IDF enters into in connection with the event — including DDL global sponsorships and team sponsorships — shall be retained exclusively by IDF. The Village shall have no claim to any portion of such revenues.

15.3 No Cross-Claims.

Sponsor revenues are not included in any shared proceeds calculation. Neither party may claim any portion of the other party's sponsor revenues under any provision of this Agreement.

PROPOSED ADDITION 5 THIRD-PARTY VENDOR REVENUE — EACH PARTY KEEPS ITS OWN

Placement: *New section to be added as Section 16. Supplements Section 3.1(c) of the draft agreement.*

Summary:

Same principle as the sponsor revenue provision: each party keeps 100% of revenues from vendor deals it makes. If the Village arranges food vendors, parking operators, or any other commercial

vendor for the event, that revenue stays with the Village. If IDF arranges vendor deals, that revenue stays with IDF. Neither party is liable for the other's vendor arrangements.

PROPOSED CONTRACT LANGUAGE

16. THIRD-PARTY VENDOR REVENUE

16.1 Village Vendor Revenue.

One hundred percent (100%) of revenues received by the Village from third-party vendor agreements the Village enters into for the event shall be retained exclusively by the Village.

16.2 IDF Vendor Revenue.

One hundred percent (100%) of revenues received by IDF from third-party vendor agreements IDF enters into for the event shall be retained exclusively by IDF.

16.3 Independence.

Each party is solely responsible for its own vendor agreements and the obligations arising from them. Neither party is authorized to contract on behalf of the other, and neither assumes liability for the other's vendor arrangements.

PROPOSED ADDITION 6 IDF INSURANCE — VILLAGE NAMED AS ADDITIONAL INSURED

Placement: *New section to be added as Section 17. Supplements (and does not replace) Section 4.9 of the draft agreement, which addresses the Village's own insurance obligations.*

Summary:

The draft agreement already requires the Village to carry liability insurance naming IDF as an additional insured. The Village requests the same protection in return. IDF must carry a commercial general liability policy of at least $1,050,000 per occurrence, and the Village of Ruidoso must be named as an additional insured. IDF must deliver the certificate of insurance to the Village at least 30 days before each event. Failure to provide insurance is a material breach.

PROPOSED CONTRACT LANGUAGE

17. IDF INSURANCE REQUIREMENTS

17.1 IDF General Liability Policy.

Prior to each event, IDF shall obtain and maintain a commercial general liability insurance policy with a combined single limit of not less than One Million Fifty Thousand Dollars ($1,050,000) per occurrence, covering bodily injury, property damage, and personal injury arising out of or in connection with the event.

17.2 Village as Additional Insured.

The Village of Ruidoso shall be named as an additional insured on IDF's policy. IDF shall deliver a certificate of insurance evidencing this coverage to the Village no later than thirty (30) days prior to each event.

17.3 Material Condition.

Failure by IDF to obtain or maintain the required insurance, or to deliver the certificate within the required time, constitutes a material breach of this Agreement.

In no event shall the Host City hold IDF liable for any amount exceeding the total Hosting Fee paid by the Host City under this Agreement arising out of or in connection with this Agreement.

PROPOSED ADDITION 7 REGULATORY CONTINGENCY — NM OFFICE OF THE STATE ENGINEER

Placement: *New section to be added as Section 18. This provision is a condition precedent to the Village's obligations under the entire agreement.*

Summary:

The Døds World Tour event requires a body of water for the diving platform. Under New Mexico law, the use of state waters requires approval from the New Mexico Office of the State Engineer ("OSE"). The Village cannot commit to hosting — or to paying any fees — without first confirming that OSE approval is obtainable. This provision makes the entire agreement contingent on that approval. If OSE approval is denied, the Village owes nothing, any fees already paid are refunded, and if the denial affects the 2026 event, either party can walk away from the whole agreement. IDF is asked to cooperate with the approval process.

PROPOSED CONTRACT LANGUAGE

18. CONTINGENCY — NEW MEXICO OFFICE OF THE STATE ENGINEER APPROVAL

18.1 Regulatory Contingency.

This Agreement, and all obligations of the Village hereunder, are expressly contingent upon the Village obtaining any required approval, permit, or authorization from the New Mexico Office of the State Engineer ("OSE") for use of water resources in connection with the event.

18.2 Village Efforts.

The Village shall use commercially reasonable efforts to obtain OSE approval and shall promptly notify IDF of any approval, denial, or request for additional information from the OSE.

18.3 If Approval Is Denied.

If the Village cannot obtain required OSE approval despite commercially reasonable efforts:

(a) The Village's obligations for the affected Contract Year are suspended or terminated without penalty;

(b) IDF shall refund to the Village the Hosting Fee payments received for the affected Contract Year, less any non-recoverable costs incurred by IDF in preparation for the event prior to the denial of OSE approval. Any remaining balance shall be refunded within forty-five (45) days of written notice. If notice of cancellation or denial of OSE approval is received after 30 April of the relevant Contract Year, the Hosting Fee shall be non-refundable.

and

(c) If denial affects the 2026 event, either party may terminate this Agreement in its entirety, with no further obligations except the refund in (b).

18.4 IDF Cooperation.

IDF shall cooperate with the OSE approval process and provide any documentation or information regarding the event and its water use as reasonably requested by the Vill

age or required by the OSE.

PROPOSED ADDITION 8 JURISDICTION AND VENUE

Placement: *Replaces the final paragraph of Section 12 (Disputes) of the draft agreement, which currently designates Oslo, Norway as the venue for dispute resolution.*

Summary:

The draft agreement designates Oslo, Norway as the venue for any litigation, meaning the Village would be required to litigate disputes in a foreign country under foreign law. As a New Mexico municipal corporation, the Village cannot practically or legally commit to resolving disputes in Norwegian courts. The Village proposes that all disputes be resolved in the 12th Judicial District Court for Lincoln County, New Mexico, governed by New Mexico law. This is the court of general jurisdiction where Ruidoso is located and where any event-related disputes would most naturally arise.

PROPOSED CONTRACT LANGUAGE

12. DISPUTES (Amended)

This Agreement shall be governed by and construed in accordance with the laws of Norway.

Any dispute, controversy, or claim arising out of or in connection with this Agreement, including its validity, interpretation, performance, or termination, shall be finally resolved by binding arbitration in London, United Kingdom, under the Rules of Arbitration of the International Chamber of Commerce (ICC).

The arbitration shall be conducted in English, and the award rendered by the arbitrator(s) shall be final and binding upon the parties..

PROPOSED ADDITION 9 NEW MEXICO INSPECTION OF PUBLIC RECORDS ACT

Placement: *New section to be added as Section 19. This provision is a condition of the Village's participation in the agreement and cannot be waived.*

Summary:

The Village of Ruidoso is a public body under New Mexico law and is subject to the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1 through 14-2-12 ("IPRA"). IPRA presumes that all records in the possession of a public body are open to public inspection. This means that once the Village receives any document, file, communication, or material in connection with this agreement — including the agreement itself, financial records, budgets, logos, branding files, design assets, sponsor agreements, athlete information, and correspondence — those materials may be subject to mandatory public disclosure upon request.

The Village cannot contractually promise to keep any of its records confidential, and any such promise would be unenforceable under New Mexico law. IDF should be aware of this before transmitting any materials it considers proprietary or confidential. The proposed provision ensures that the Village’s compliance with IPRA cannot be characterized as a breach of this agreement.

PROPOSED CONTRACT LANGUAGE

19. NEW MEXICO INSPECTION OF PUBLIC RECORDS ACT

19.1 Village as a Public Body.

The Village of Ruidoso is a municipal corporation and public body subject to the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1 through 14-2-12, as amended ("IPRA"). All records in the possession of the Village are presumptively public records subject to inspection and copying by any person upon request, except as expressly exempted by IPRA or other applicable law.

19.2 No Confidentiality Guarantee.

The Village cannot and does not guarantee the confidentiality of any document, file, communication, data, or material transmitted to or received by the Village in connection with this Agreement, including but not limited to: this Agreement and any amendments; the Host Country Manual and all appendices; financial records, budgets, and cost estimates; logos, branding files, design assets, and promotional materials; sponsor and vendor agreements; athlete and participant information; insurance certificates; and all correspondence between the parties. IDF acknowledges that any such materials, once in the Village's possession, may be subject to mandatory public disclosure under IPRA upon receipt of a valid public records request.

19.3 IPRA Compliance Not a Breach.

The Village's disclosure of any record in response to a valid and lawful request under IPRA shall not constitute a breach of this Agreement, a violation of any confidentiality obligation, or an infringement of any intellectual property right claimed by IDF. IDF hereby waives any claim against the Village arising from the Village's good-faith compliance with IPRA.

19.4 IDF Acknowledgment.

By executing this Agreement, IDF acknowledges that it has been informed of the Village's obligations under IPRA; that it understands materials transmitted to the Village may become public records; and that it has had the opportunity to consult with legal counsel regarding the implications of IPRA before transmitting any proprietary or confidential materials to the Village. IDF agrees not to transmit to the Village any materials it deems confidential or proprietary without first obtaining independent legal advice regarding IPRA.

19.5 No Waiver of IPRA Exemptions.

Nothing in this Agreement shall be construed as a waiver of any applicable IPRA exemption that may protect certain Village records from disclosure. The Village reserves the right to assert any applicable exemption in response to a public records request, but makes no representation that any particular exemption will apply to any specific record.

The Village of Ruidoso looks forward to continuing discussions with Døds Diving Global AS and is committed to reaching a mutually beneficial agreement. Please direct any questions or responses regarding these proposed modifications to:

Event Economic Impact Calculator

How to Use This Worksheet:

This calculator is designed to give event organizers and community stakeholders a general idea of the **direct** economic impact of your event. It is strongly recommended that users collect all the necessary data inputs before beginning to use the calculator. Data for the calculator will require on-site or post-event surveying. It is worth stressing that the quality of outputs will only be as good as the quality of the inputs. In other words, if event organizers underestimate or exaggerate inputs, the results will represent either an underestimation or exaggeration of the overall economic impact.

Please enter data into the highlighted cells only.

Number of Tickets Sold:	0
Price per Ticket:	$ -
Direct Ticket Spending:	$ -
Number of Attendees:	3000
Percent from outside community:	75%
Total Outside Attendees:	2250
Average Number of Days Attended:	4
Average Number of Nights in Market:	3
Percent of Attendees Staying at Commercial Lodging:	75%
Average Nightly Lodging Cost:	$ 150.00
Total Lodging Nights:	6750
Direct Lodging Spend:	$ 3,037,500.00

Average Daily Spend on Food and Beverage:	$ 60.00
Total Food and Beverage Spending:	$ 720,000.00
Total Outside Food and Beverage Spending:	$ 540,000.00
Average Daily Spending on Other:	$ 25.00
Total Other Spending:	$ 300,000.00
Total Outside Other Spending:	$ 225,000.00
Ticket Sales, Outside:	$ -

Total Direct Economic Impact:	**$ 4,057,500.00**
Total Outside Economic Impact:	**$ 3,802,500.00**
Total Direct Economic Impact, Less Tickets:	**$ 4,057,500.00**
Total Direct Outside Economic Impact, Less Tickets:	**$ 3,802,500.00**