

VILLAGE OF RUIDOSO NOTICE OF WORKSHOP MEETING

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Workshop Meeting of the Governing Body of the Village of Ruidoso for Tuesday, March 5, 2024 at 8:00 AM. The Workshop Meeting will be held at 313 Cree Meadows Dr. Ruidoso NM, 88345. The purpose of the Workshop Meeting is as follows:

CALL TO ORDER.

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

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.

AGENDA ITEMS:

1. Discussion on 2024 Strategic Plan.
2. Discussion on Adoption of Resolution 2024-10, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$2,000,000.00.
3. Discussion on Adoption of Resolution 2024-11, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$2,000,000.00.
4. Discussion on Adoption of Resolution 2024-12, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$500,000.
5. Discussion on Recommendation from Sierra Blanca Regional Airport (SBRA) Advisory Board to Oppose the Non-Movement Area Boundary Marking at the Airport
6. Discussion on Adoption of Sierra Blanca Regional Airport Certification Manual.
7. Discussion on Adoption of Sierra Blanca Regional Airport Emergency Plan.
8. Discussion on Task Order RFP #2023-001P-002, Final Design for Meander Drive Culvert with DuBois & King, Inc. for \$80,794.43 including GRT.
9. Discussion on Annual Operating Plan with the United States Forest Service for the North Fork Eagle Creek Wells Special Use Authorization for Fiscal Year 2025.
10. Discussion on Change Order No. 7 with Roper Construction to Increase the Contract Time from March 30, 2024 to April 29, 2024 for Completion of Alto 3 (H-1979-POD 5) and Alto 4 (H-1979-POD 6) Well Improvements Project.
11. Discussion on Multi-Award of RFP 2024-004P On-call Professional Engineering Services for Water and Sewer System Improvements to Cobb, Fendley & Associates, Souder, Miller & Associates, and Water Works Engineers, LLC.

12. Discussion on Professional Service Agreements with Cobb-Fendley & Associates, Inc., Souder, Miller & Associates, and WaterWorks Engineers, LLC for Water and Sewer System Improvements Awarded through RFP #2024-004P.
13. Discussion on Contract with Souder, Miller, and Associates to Provide Bidding, Construction Administration, Construction Observation, Closeout and Design Engineer Coordination Services for the Upper Canyon Surface Diversion Project not to Exceed \$357,109.30, Including GRT.
14. Discussion on Revised Sewer Line Maintenance Agreement for the Joint Interceptor Crossing at US Highway 70 Between the Village of Ruidoso and the City of Ruidoso Downs to Include Cardinal Drive and Swallow Drive.
15. Discussion on Ruidoso Police Department Policies for Firearms and Recruiting and Selection.

ADJOURN.

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and 2024-01. 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.

Jini S. Turri, MMC, Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 1.

To: Mayor Crawford and Councilors

Presenter(s): Ronald Sena, Village Manager

Meeting Date: March 5, 2024

Re: Discussion on 2024 Strategic Plan.

Item Summary:

Discussion on 2024 Strategic Plan.

Financial Impact:

None.

Item Discussion:

On January 30-31, 2024, a Strategic Planning Workshop was held to present Department Tactical Plans to Council. After guidance from Council those plans were updated.

Recommendations:

To Discuss 2024 Strategic Plan.

ATTACHMENTS:

Description

2024 Strategic Plan

Village of Ruidoso Strategic Plan 2024



Mission Statement

The Village of Ruidoso is dedicated and committed to provide 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.

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Mayor and Council

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

Administration

Ronald L. Sena, Village Manager
Michael Martinez, Deputy Village Manager
Jini S. Turri, Village Clerk
Nicole Huston, Executive Administrative Assistant

Public Information Officer

Kerry Gladden, The Agency

Directors/Managers

Vacant, Community Development Director
Adam Sanchez, Public Works Director
Frank "Marty" Luna, Water Distribution/Sewer Collection Manager
Matthew Baird, Parks and Recreation Director
David "Tbone" Tetreault, Assistant Parks and Recreation Director
Bernadeen Herrera, Convention Center Manager
Lawrence Chavez, Police Chief
Steven Minner, Deputy Police Chief
Judi M. Starkovich, Finance Director
Christella Armijo, Water Resource Director
Joe Kasuboski, Fire Chief
Henry "Ross" Coleman, Assistant Fire Chief
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
Joshua Long, Street Department Manager
Randy Koehn, 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 7,879 in the 2020 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 204 full time employees and 6 temporary employees within 18 departments, the total annual budget revenues are \$63,094,012, total budget expenditures are \$122,748,012 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 2024, 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 2023. 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

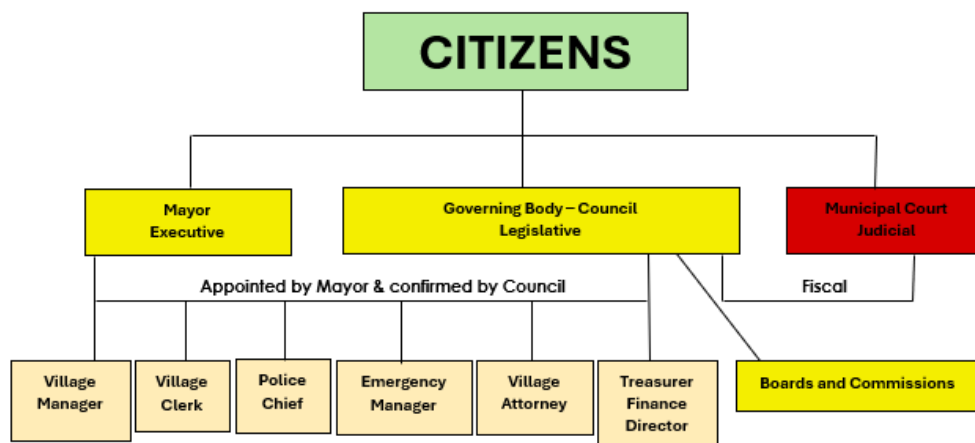
“Living in Nature’s Playground”

Mission Statement

The Village of Ruidoso is dedicated and committed to provide 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.



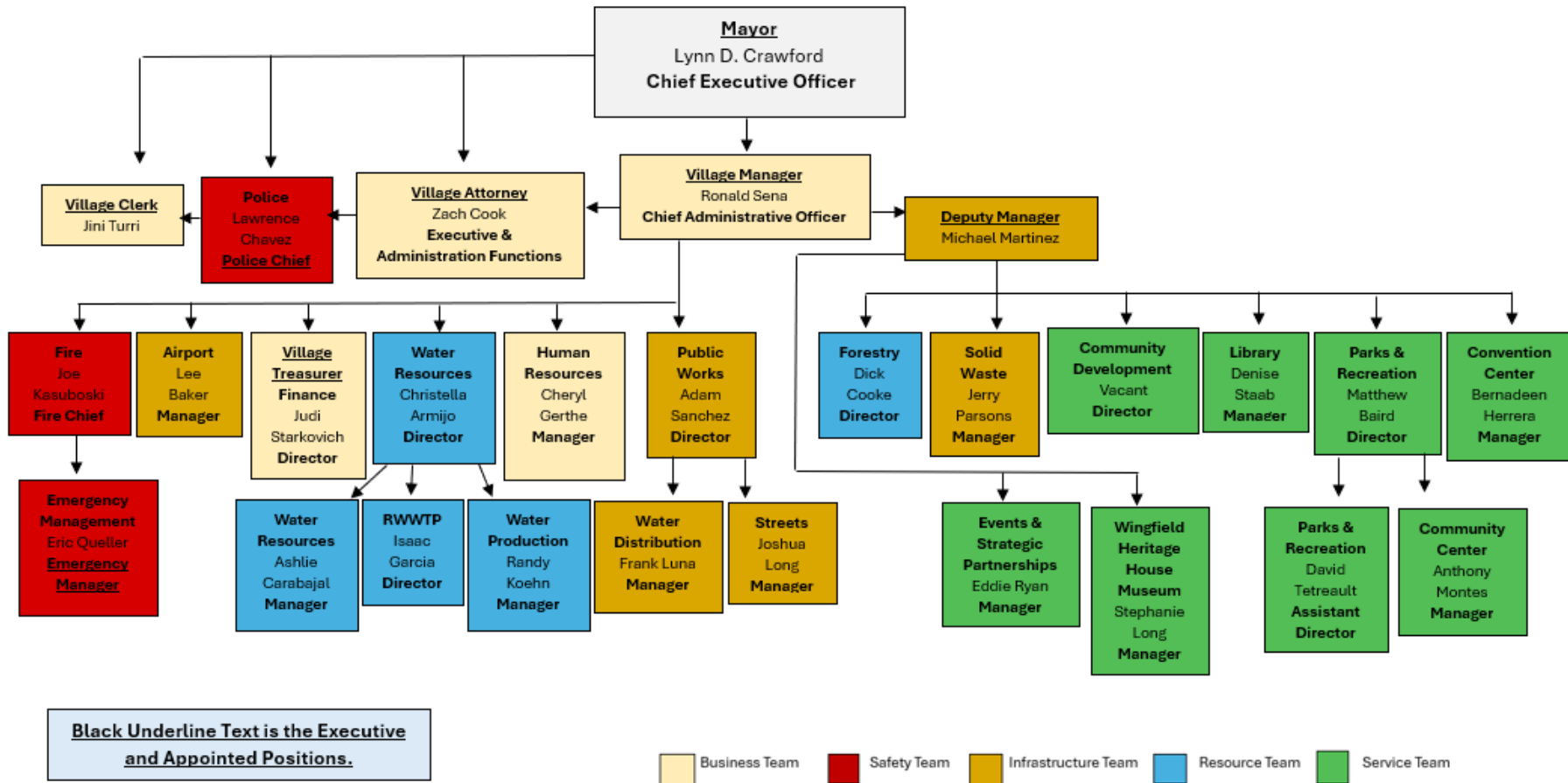
The Village of Ruidoso is a Mayor-Council Municipality form of Government.



Approved _____ Date _____
Lynn D. Crawford, Mayor

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
Organizational Chart 2024**



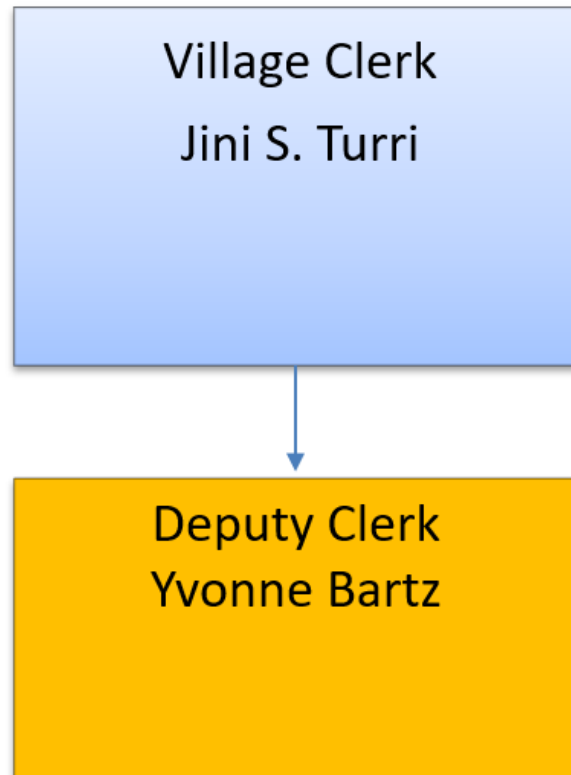
Above is the Village of Ruidoso's Executive and Administrative Organizational Chart it recognizes the various lines of Executive and Administrative Responsibilities and chain of command within the organization in accordance with state statute and the Village of Ruidoso code of ordinances.

Tactical Plan**Date: 1/9/2024****Department: Legal / Zach Cook****Purpose: Tactical Plan for Strategic Planning**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Maintain Compliance	IPRA/OMA	Zach Cook	Communication	Ongoing	
<p>Description: While IPRA requests to the Village of Ruidoso slowed in 2023, the frenzy of lawsuits related to violations of the Inspection of Public Records Act and Open Meetings Act throughout the state continue unabated. Constant communications between the Clerk and the attorney are the best defense against legal claims on the sunshine laws.</p> <p>Steps needed to achieve this goal: Collaborate closely with Clerks, management, department heads and others to ensure compliance with IPRA and the OMA.</p>					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Follow through on clean and lien cases	Clean and Lien Projects and Lien Filing and Foreclosure	Zach Cook	Communication	ongoing	
<p>Description: The governing body has expressed its willingness to exercise its authority under NMSA 3-18-5, commonly referred to as the clean and lien statute. That authority implies expenditures in both human and financial capital, and the statute grants municipalities that ability to recoup those costs by filing a lien on the property.</p> <p>Steps needed to achieve this goal: Filing a lien is an administrative act that is easily accomplished. The challenge is the pursuit of those liens in the district court through foreclosure lawsuits. These liens are subject to a four-year statute of limitations and require direction from the governing body, and the attorney file a lawsuit within the four years. The steps are clear: adopt the resolution; clean up the property; record the lien with the county; foreclose on the lien in district court.</p>					

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Assist HR, Management and Directors	Human Resources	Zach Cook	Communication	Ongoing	
<p>Description: Personnel matters are constant and almost everyone is factually unique and presents unique legal issues and risks.</p> <p>Steps needed to achieve this goal: Stay current on the law and address personnel issues as soon as they arise. Also, bring in special counsel sooner rather than later on more complex matters.</p>					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Manage Contracts and comply with the procurement code	Contracts and Procurement	Zach Cook	Knowledge/experience	Ongoing	
<p>Description: Every department in the Village requires contracts to operate. Contracts imply various legal issues, not least of all is compliance with the NM Procurement Code and other statutory and common law requirements.</p> <p>Steps need to achieve this goal: Work with Procurement and Management to comply with the law, while negotiating and drafting contracts that best meet the interests and needs of the Village.</p>					

Village of Ruidoso Clerk's Office Organizational Chart



Tactical Plan for Clerk's Office**Date 1/16/2024****Director: Jini S. Turri****Purpose: Strategic Plan**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Records Retention	To transfer all permanent public records to storage at the Horton Complex	Clerk and Deputy Clerk	None	Jan. 1, 2024	Dec. 31, 2024

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 2024 for approval by the Governing Body.
- (3) Store all permanent records and those with a future destruction date at the Horton Complex.

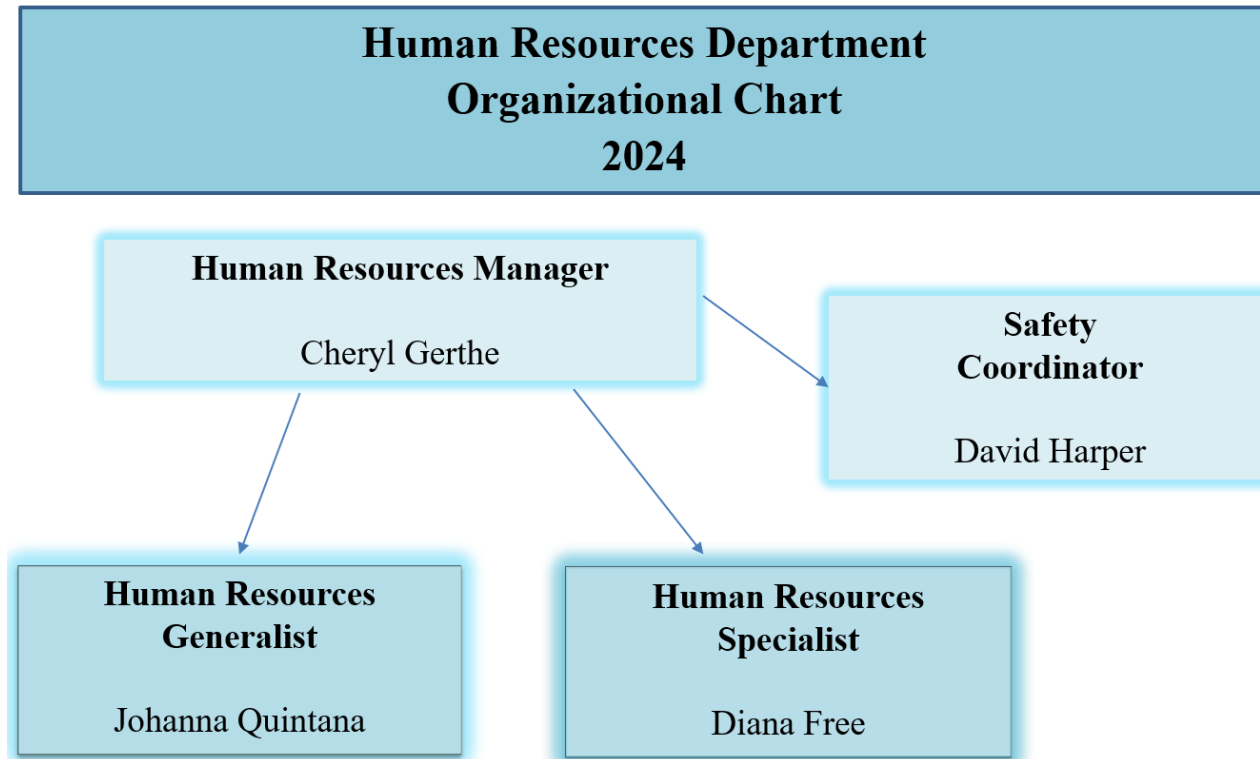
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Records Management	Clean up, restructure, and organize the repository in LaserFiche. Refine scanning process.	Clerk, Deputy Clerk and Department Personnel	LaserFiche Training	April 22, 2024	Dec. 31, 2024

Description: Records Management in LaserFiche**Steps needed to achieve this goal:**

- (1) LaserFiche training on scanning workflow.
- (2) Storage and retention in the LaserFiche repository.
- (3) Train department personnel on scanning and retaining public records in LaserFiche.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Asset Management	Update and Maintain Asset Inventory List	Clerk, Deputy Clerk and Department Personnel	Asset Inventory Information from Departments	Jan 1, 2024	Dec 31, 2024
Description: Asset Inventory Steps need to achieve this goal: <ol style="list-style-type: none"> (1) Reach out to all departments for a list of their inventory and infrastructure improvements and help them to develop and maintain a list of such. (2) Enter inventory and infrastructure improvements into insurance portal. (3) Create and maintain a Master Inventory List 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Real Property Management System	Create a Master Property List of all Village Owned Properties, Easements, Water Rights, etc.	Clerk, Deputy Clerk	Time	Jan 1, 2024	Dec 31, 2024
Description: Records of Village Owned Properties, Easements, Water Rights, etc. Steps need to achieve this goal: <ol style="list-style-type: none"> (1) Gather all the information on records described above. (2) Organize the information. (3) Confirm that all properties, easements, etc. have been filed and recorded with the Lincoln County Assessor's Office. 					
	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date

Continued Education	Training to achieve certification as a Certified Municipal Clerk	Clerk and Deputy Clerk	Funding for the Deputy Clerk to achieve designation as a Certified Municipal Clerk	January 1, 2024	Ongoing
Description: Training for Certification as a Certified Municipal Clerk Steps need to achieve this goal: (1) Attend all training offered for the Deputy Clerk to receive designation as a Certified Municipal Clerk					



Tactical Plan**Date: 1/12/2024****Department: Human Resources****Purpose: Human Resources will create strategic plan items for the 2024 year.**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal 3 Policy 3.2	Provide training and development opportunities for all Village employees to have the ability to advance knowledge and skills, build capacity, gain confidence, and grow within the organization.	Human Resources Manager	Human Resources Staff Safety Coordinator Partnership with ENMU-Ruidoso, NM Edge, Vector Solutions, Self-Insurer's Fund Risk Management Team, Legal Counsel Employee Engagement/Participation Director and Manager Support Funding for Training and Development	February 2024	Ongoing
Description The Village wants to continue to make training a priority for our staff to assist in employee development and retention. With live and online courses through our various resources we can build training programs and plans to address training needs and strengthen skills where needed. We recognize that we have an opportunity to assist and prepare new Supervisors in transitioning into their new roles and understanding Supervisor expectations.					
Steps needed to achieve this goal: 1.) Continue to schedule and coordinate training opportunities to Village employees utilizing various resources to assist employees in their development. We will utilize trainers from the Self Insurer's Fund Risk Management Team, legal team, and ENMU-Ruidoso to offer in-person training to employees. We will also offer online and virtual courses through NM Edge, Vector Solutions, and other resources.					

- 2.) Create a formal 40-hour Supervisor Course for all new Supervisors and Managers promoting or onboarding to build competencies and enhance performance. Training will be in the areas of leadership and management, performance management and discipline, conflict resolution, health, and safety, etc.
- 3.) Create training plans for employees to strengthen skills in a specific area.
- 4.) HR will get Directors and Manager feedback on what training needs are present for their employees.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal 3 Policy 3.2.A	Develop a formal process for Succession Planning and all aspects of preparing for staff transitions to ensure training and development is occurring with high potential employees. This will allow a smooth transition for operations and limited interruptions in the ability to provide level of service to the public.	Human Resources Manager	Directors and Managers Village Leadership Human Resources Funding for Training and Development	February 2024	Ongoing
<p>Description</p> <p>The Village recognizes we have a critical need to plan for multiple vacancies within the next year and beyond due to retirement eligibility. Village leadership must identify and prepare high potential employees by providing training, assisting them in obtaining required certifications, and receiving hands on experience working closely with the Supervisor/Manager/Director.</p> <p>Steps need to achieve this goal:</p> <ul style="list-style-type: none"> • Directors and Managers will need to update their succession plans for 2024. • Village leadership and the Human Resources Manager will schedule individual monthly meetings with the Manager or Director to prepare a training plan for the identified employee(s) and check in on training needs and completion of training outlined in the plan. • Directors and Managers will keep Human Resources advised of any training needs that they have for their employee and should be reflected in the plan. 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date

Community Services Goal 3 Policy 3.2, Policy 3.2.A	Implement a risk assessment program to improve safety and health performance by reducing injury rates and costs associated with accidents and continue to implement safety culture within the organization.	Human Resources Manager Safety Coordinator	Deputy Village Manager/Village Manager 2 Directors to sit on the committee	February 2024	Ongoing
<p>Description The Village has prioritized the need for a safety and health program to reinforce the importance of having a safety culture within the organization. A risk assessment program will strengthen the safety and health program by creating awareness. The risk assessment program will allow us to review employee accidents and property damage reports to determine what coaching and training opportunities we need to focus on by Department or as an organization. By doing this we can work together to create action plans to reduce employee injury and costs related to employee accidents and property damage.</p> <p>Steps needed to achieve this goal:</p> <ul style="list-style-type: none"> Human Resources Manager and Safety Coordinator will implement a risk assessment program. Establish a risk management/assessment committee to review employee accidents that result in injury or property damage as well as near misses. Risk assessment action plan documentation will be implemented after each meeting to identify and document training needs and priorities for Village employees to reduce employee injury and costs associated with such as well as increase hazard awareness and mitigate risk. The Human Resources Manager and Safety Coordinator will utilize safety training resources to schedule necessary training. 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal 3 Policy 3.2	Implement a training plan for the Human Resources Department staff to ensure they have a broad knowledge of all Human Resources functions and to ensure they have a solid understanding of local, state, and federal laws.	Human Resources Manager	Training from various resources: in person, virtual live and online. HR staff availability Funding for Training and Development	February 2024	Ongoing

Description

It is vital that the Human Resources staff have the skills necessary to guide employees on all essential Human Resources functions. By providing ongoing Human Resources training to the staff that address departmental and organizational objectives as well as legal responsibilities, we will be able to increase our understanding of all Human Resources competencies.

Steps needed to achieve this goal:

- Implement a philosophy that promotes a culture of continuous learning and improvement within the HR Staff and dedicate time for necessary training to improve performance and effectiveness.
- Implement a training plan for each staff member to complete assigned training in the major functional areas of Human Resources which are staffing, performance management, compensation and benefits, training and development, employee relations, safety/health/security, HR research and planning.
- The HR Manager will sit for the PHR (Professional in Human Resources) Exam within the next few months and attend other seminars as they become available to bring knowledge and new information to the HR Team.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal 3 Policy 3.2	Develop and implement an internship program at the Village of Ruidoso to give the opportunity for college students and new graduates to gain hands-on work experience in their field of study.	Human Resources Manager	Partnerships with ENMU-Ruidoso, ENMU-Portales, UNM, NM Tech and NMSU Director/Manager involvement Funding for paid interns	April 2024	Ongoing

Description

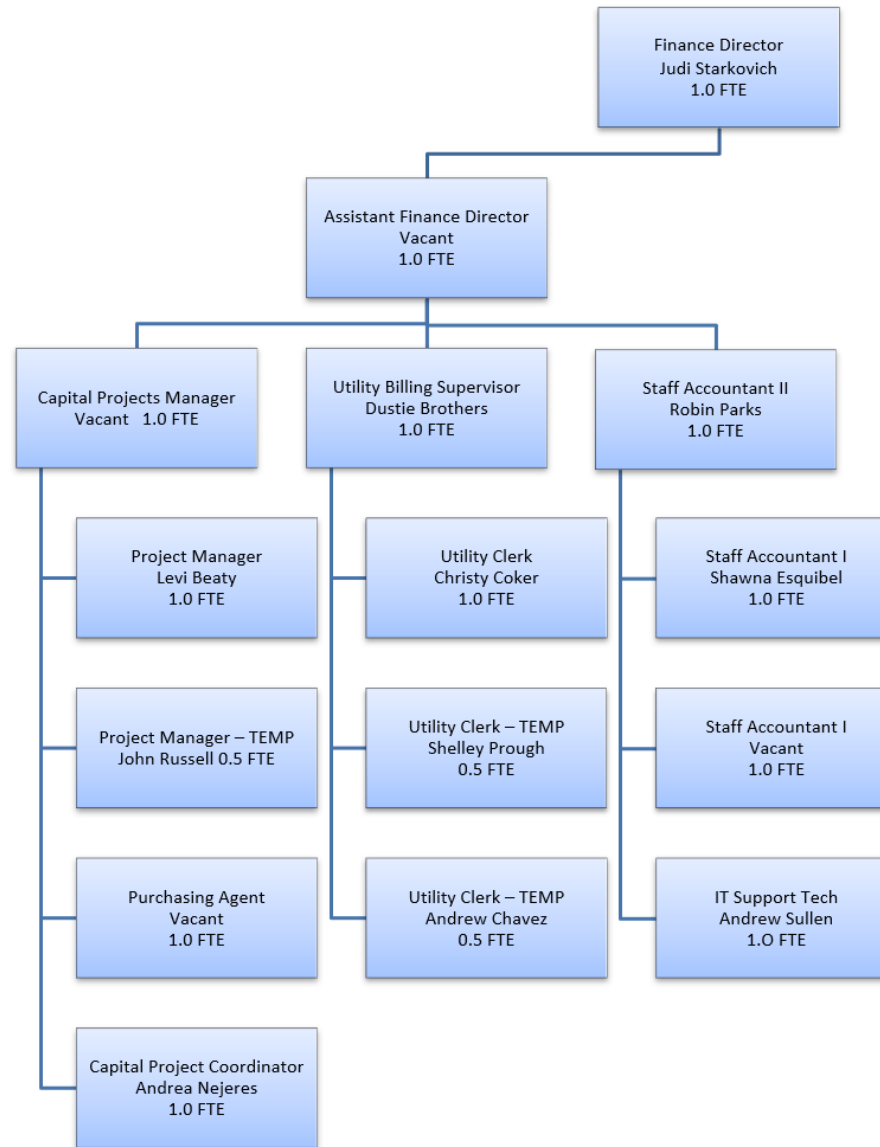
The Village has identified a need to recruit employees with specialized education and skills for some positions. Our goal is to develop an internship program to allow college students to work in their field of study and receive on the job training while they complete their education. The internship would open opportunities for these individuals to start their career with the Village and already have hands on experience in the field they are going into.

Steps need to achieve this goal:

- Develop a written plan for the internship program that will address employment agreement and terms, scheduling, training plans, compensation, and potential housing options for interns.
 - Interns can rotate through Departments to gain an overall understanding of the organizational operations.

- Interns will work under the supervision of a mentor, typically a Director or Manager, and shadow them during their rotation.
- The internship placement will take place for a set period and those terms will be worked out with the intern prior to beginning the assignment through an employment agreement.
- Develop partnerships with various Colleges and Universities (ENMU-Portales, ENMU-Ruidoso, UNM, NM Tech) to advertise internship/career opportunities and attend job fairs during the spring and summer.

Finance Organizational Chart



Tactical Plan for: Finance Strategic Planning**Date:** 01/12/2024**Department:** Finance**Director:** Judi Starkovich**Purpose:** Develop Goals for FY 2025 that align with Comprehensive Plan

Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending 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
<ul style="list-style-type: none"> 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. 					
Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending 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)	Under review October 2024
<ul style="list-style-type: none"> 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 on developing these manuals. Establish monthly training component as in person and zoom with recording for those unable to attend. 					

Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending 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 2024
<ul style="list-style-type: none"> 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 even tackle this issue. VM and Finance Director need to meet with Fatelis to view the financial model used for the rate analysis to adapt that model to all funds within the Village. 					
Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending 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 2023
<ul style="list-style-type: none"> The Finance Director needs an Assistant to take care of the day-to-day activities that are routine. During quarter-ends and end of years, the amount of work is overwhelming for one person. 					

Tactical Plan for: Finance Strategic Planning**Date:** 01/12/2024**Department:** Utility Billing**Director:** Judi Starkovich**Purpose:** Develop Goals for FY 2025 that align with Comprehensive Plan

Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending 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 2024
<ul style="list-style-type: none"> Research statutes for 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 the 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. 					
Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending 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 2022

- 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.**

Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending 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 2022
<ul style="list-style-type: none"> • 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. 					

Tactical Plan for: Finance Strategic Planning**Department:** Information Technology**Director:** Judi Starkovich

Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending Date
Fiber to Homes	Develop Scope of Work to get fiber from main line to homes	Purchasing, Finance and IT	Employee Time	February 2022	December 2024
<ul style="list-style-type: none"> Staff are reviewing scopes of work to determine the needs of the Village to service the last mile of fiber. Finance is setting up a conference call with CobbFendley, a company that has expertise in the fiber builds and the internet world. As our questions are answered and the Scope of Work is developed, this will go to Purchasing for procurement. Once cost is determined, a presentation to Council will be made and budget will have to be allocated at that time. Once procurement is approved, a contract will be opened. Construction in progress. 					
Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending Date
Evaluation of Phone System	As Village locations are connected to fiber, evaluation of the phone system will be needed to decrease drop times.	IT, Systems MD, and Staff Accountant II	Employee Time	February 2024	September 2024
<ul style="list-style-type: none"> When the fiber build out to Village Hall locations is completed, an evaluation of how our current VoIP (Voice over Internet Provider) will have to be evaluated. Our vendor Real-time Networks believes it will work but there may be a better phone system that works with fiber. The goal is to decrease the number of times our phone system goes down. Current phone system was purchased in Feb 2013. A conversation between Village Staff and Real Networks to determine best option. Based on options, a recommendation will be made to Council. Vacancies in the Finance and UB areas have hampered progress on task. 					
Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending Date
Purchase Microsoft 365 for the Village	Email Cloud Storage and use of Teams	IT and Staff Accountant II	\$150,000	February 2024	December 2024
Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending Date
Server Replacement	Replace servers that are at end of life and may have unknown damage from power issues due to McBride Fire. Need alternate backup server for emergencies.	IT and Staff Accountant II	\$500,000	February 2024	July 2025

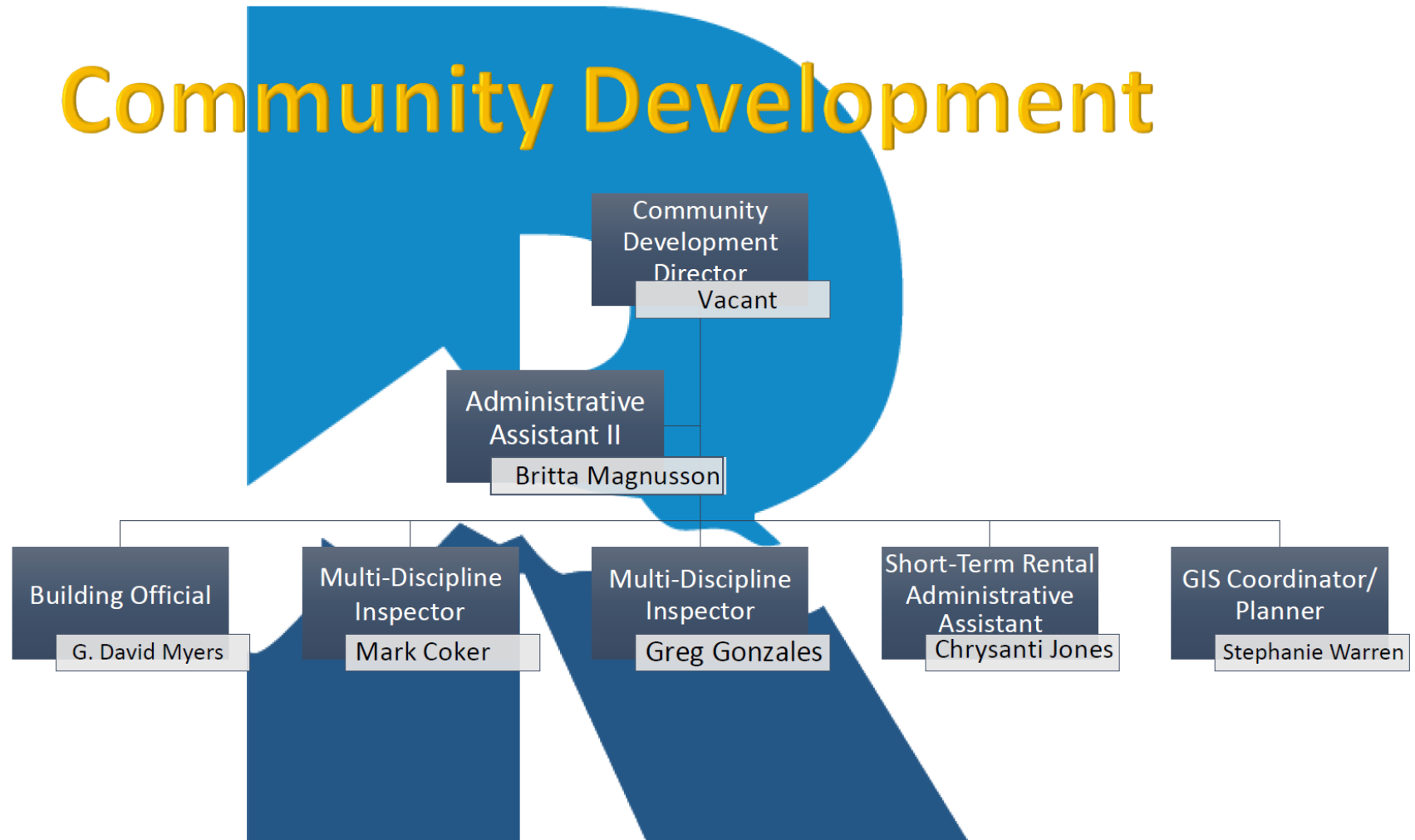
Tactical Plan: Strategic Planning**Date:** 01.16.2024**Department:** Capital Projects**Purpose:** Develop Goals for CY 2024 that align with Comprehensive Plan

ISSUE/CONCERN	GOAL	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Formalize a process for acquiring, filing, and maintaining temporary and permanent easements for VOR capital projects.	To effectively negotiate, obtain and manage easement documents.	Capital Projects Manager/VOR Legal	Staff Time	March 2023	12/31/2024
<p>Description: Develop formal procedures for approaching homeowners regarding temporary construction and permanent utility easements, filing easements with Lincoln County, paying easements, and updating easement database for future use.</p> <p>Steps need to achieve this goal:</p> <ol style="list-style-type: none"> 1. Research best practices for obtaining permanent and temporary construction easements. 2. Review current procedures for obtaining easements and identify deficiencies. 3. Review the Lincoln County requirements for filing easements. 4. Develop an SOP for obtaining, filing, paying, and documenting easements. 5. Develop a filing system for all easements. <p>2023 – No progress has been made toward completing this goal. The Capital Projects Manager has not been hired.</p>					

ISSUE/CONCERN	GOAL	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Develop SOP for obtaining, managing, and closing grants	To effectively manage all grants awarded to the Village of Ruidoso.	Capital Projects Manager/Finance Director	Staff Time	March 2023	12/31/2024
<p>Description: The purpose of the SOP is to develop, implement and maintain meaningful grant oversight and coordination for the Village of Ruidoso; thereby, increasing grant-related revenues, limiting the City's exposure to grant-related legal liability, and improving the efficiency and impact of program and services funded through grants.</p> <p>2023 – No progress has been made toward completing this goal. The Capital Projects Manager has not been hired.</p>					
ISSUE/CONCERN	GOAL	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Implement Project Management Software	Project Management Software needed to streamline tracking of projects from inception to completion. Will help with reporting and maintaining project schedules.	Capital Projects Team	\$11,000	March 2021	12/31/2024
<p>Description: Currently the Department relies on a manual tracking process. Implementing software will assist with timely data reporting and create a more efficient workflow process. It will also allow creation of more visuals to support our efforts when reporting to funding agencies.</p> <ul style="list-style-type: none"> Department is currently reviewing 3 options: Monday.com, Microsoft Projects, and Smart Sheets. – Update: The Capital Projects Department evaluated Monday.com and Smart Sheets project management software modules. The evaluations are complete, and the Smartsheet Project Management Software has been purchased. Software implementation will begin in January 2023 which will include a training component for all staff. <p>2023 –Twelve licenses for Smartsheet Project Management Software were purchased and installed. The Capital Projects Department is working to implement the software. Various Departments are utilizing the software to track projects and other items.</p>					

ISSUE/CONCERN	GOAL	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Completion of FEMA DR1783-Project Worksheet (PW) 155 Sanitary Sewer Repair-Rehabilitation Project	Completion and Closeout of Phase II – Lift Stations and Force Mains (300 Days) Phase III - Phase III Hazard Mitigation & Stabilization Projects (525 Days).	Capital Projects Team	VOR Staff & Coordination with DHSEM/FEMA	April 2021	June 2024
Description: <ul style="list-style-type: none"> The Village has demonstrated good faith and tremendous progress on PW155: FY22 - Complete Construction & Closeout of Phase I – Restoration of Existing Sewerlines and Manholes (March 2022) - Complete Substantially Completed Construction of Phase II – Lift Stations & Force Mains Completion of Phase II is scheduled for (February 2023) Secured Easements, Completed Procurement, Award of Contract and Begin Construction of Phase III – Hazard Mitigation and Stabilization (January 2023). <p>2023 – Construction at all locations is nearly complete. The last two locations will be completed in January 2024. The project is scheduled for completion in June 2024. The financial closeout of the project is ongoing.</p>					

Community Development Organizational Chart



Tactical Plan**Date: 1/8/2024****Department: Community Development****Purpose: Department shall create 5 strategic plan items**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Land Use 1.1 Rewrite the zoning code	Objective 3.2 – Strengthen and observe development ordinances and standards so to effectively plan and manage land use	Community Development Staff	None	January 2021	June 2025
<p>Description: <i>Work with Sites Southwest to rewrite Chapter 54</i></p> <ol style="list-style-type: none"> 1) Assess current zoning codes 2) Meet with Stakeholders and Staff 3) Draft Document 4) Present to P&Z 5) Present to the Council 6) Adopt Ordinance <p>This is an ongoing goal that has been more of a challenge than anticipated. Engagement with the local stakeholders has been extremely beneficial in understanding the obstacles they have with the existing land use code. One more stakeholder meeting will be needed and then the re-write can be finalized. Upon completion, it will be presented to the Planning Commission and the Village Council for public hearings. Any recommendations will be considered and implemented before adoption.</p> <p>Update: The Planning Commission was presented with a final draft during their regular meetings. Pending their recommendation, it will be forwarded to the Governing Body for adoption.</p> <p>After adoptions implement code to promote economic vitality.</p>					

Focus on the spirit of the code to assist developers and property owners with the completion of their project ideas.

Goals for 2024:

- Identify the goals of the Village as it pertains to future development.
- Work on the zone map updates as identified to create a more harmonious community.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending 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	<ul style="list-style-type: none"> ▪ 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 the 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

These tools can be implemented to promote the redevelopment of our Metropolitan Redevelopment Area that encompasses all Sudderth Drive.

Update:

- The Upper Sudderth Committee Has been created that is focused on the revitalization of 0.25 miles within the Metropolitan Redevelopment Area.
 - The Committee is composed of 6 stakeholders.
 - 4 meetings have been held.
 - Groundwork Studios have been procured to complete a master plan for that corridor and have presented their initial work.
 - Project ideas are being vetted by the committee and will be presented to the Governing Body for funding.
- Finalized the master plan and presented to the Governing Body
- Identified the most impactful projects that will stimulate revitalization.

- Applied for an award pending a multi-million-dollar design grant from EDA.
 - Also applied to the State for them to cover our match amount through another grant.

Goals for 2024:

- Seek funding for projects.
- Focus on developing and revitalizing properties throughout the two MRA districts.
- Work on identifying and strengthening public-private partnerships.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
<ul style="list-style-type: none"> ▪ 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 prioritize the acquisition of additional property appropriate for affordable and workforce housing. 	Objective 6.5 – Develop Affordable housing to recruit and keep employees	Community Development/ Village Manager	Land/ Private Partners/ Grant funding	January 2020	ONGOING

Description:

- Continue to pursue options to develop affordable housing for the year-round workforce.
- Search for different funding opportunities to provide housing for the underserved market of moderate-income levels.
- Work with private developers to find housing solutions.

Substantial progress has been made towards this goal. EP Ruidoso, LP will be submitting a 9% Tax Credit application to the New Mexico Mortgage Finance Authority in January 2024. This is for the development of 72 units of apartments. Strengthening the relationship with EP Ruidoso, LP will be important in moving forward to keep the door open for future developments.

Progress towards this goal will continue as 72 units is not enough to sustain our local workforce. We have acquired properties that have potential for development and properties needing renovation in the community.

Outreach to developers and investors will be focused on in the upcoming fiscal year.

Continue to meet the following goals set in the Affordable Housing Plan:

Policy and Regulatory Changes

1. Adoption of an Affordable Housing Plan and Ordinance
2. Consistency with existing plans
3. Modifications to existing ordinances.
4. Code enforcement
5. Streamlined processes
6. Reduced fees or fee waivers for affordable housing

Development Partnerships

7. Partnerships with other governmental and private entities
8. Development partnerships
9. Establish a land trust
10. Look for opportunities to acquire lots that are affordably priced or can be acquired through foreclosure, tax liens or other similar means.
11. Infrastructure assistance

Assistance to non-profit housing providers

12. Facilitate public education
13. Facilitate landlord education
14. Rehabilitation or replacement of existing structures
15. Incentives for providers to operate in Lincoln County

Funding/Financing

16. Partner with local mortgage lenders
17. Homebuyer assistance
18. Low-interest loans
19. Broaden financing through USDA, MFA, and other programs for low to moderate-income homebuyers and owners.

UPDATE:

- The first housing development has been completed at 1114 Mechem Drive. 17 new manufactured homes are fully occupied.
- The site plan has been designed for 603 Mechem Drive to potentially add 17 units of manufactured homes.
 - Gap funding meetings have taken place, and we will know in the spring if awarded \$3 million.
- Staff are working collaboratively with EP Ruidoso, LP to reapply for the 9% Tax Credits through the NM Mortgage Finance Authority.
- Land Use Ordinances have been modified to allow for more flexibility in multi-family housing options where in-fill is appropriate.
- Continued with public education to provide resources to those in need of information at the annual Easter Egg Hunt.
- Encouraged rehabilitation and replacement of existing dilapidated structures that are vacant. Community Engagement will be the main tool to achieve this goal.

Goals for 2024:

- Finish strategic planning with the Workforce Housing Board
- Work on creating public-private partnerships/ Create an incentive plan.
 - Coordinate meetings to spur housing developments.
 - Ruidoso Schools have a large piece of land behind the Middle School that could be a great site for housing.
- Conduct more community outreach opportunities.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal 3. Ruidoso's governance is transparent, and regulations are easy to understand.	<ul style="list-style-type: none"> ▪ Policy 3.2. Prioritize clear, coordinated department policies and procedures. 	Community Development Director	\$35,000	January 2023	ONGOING

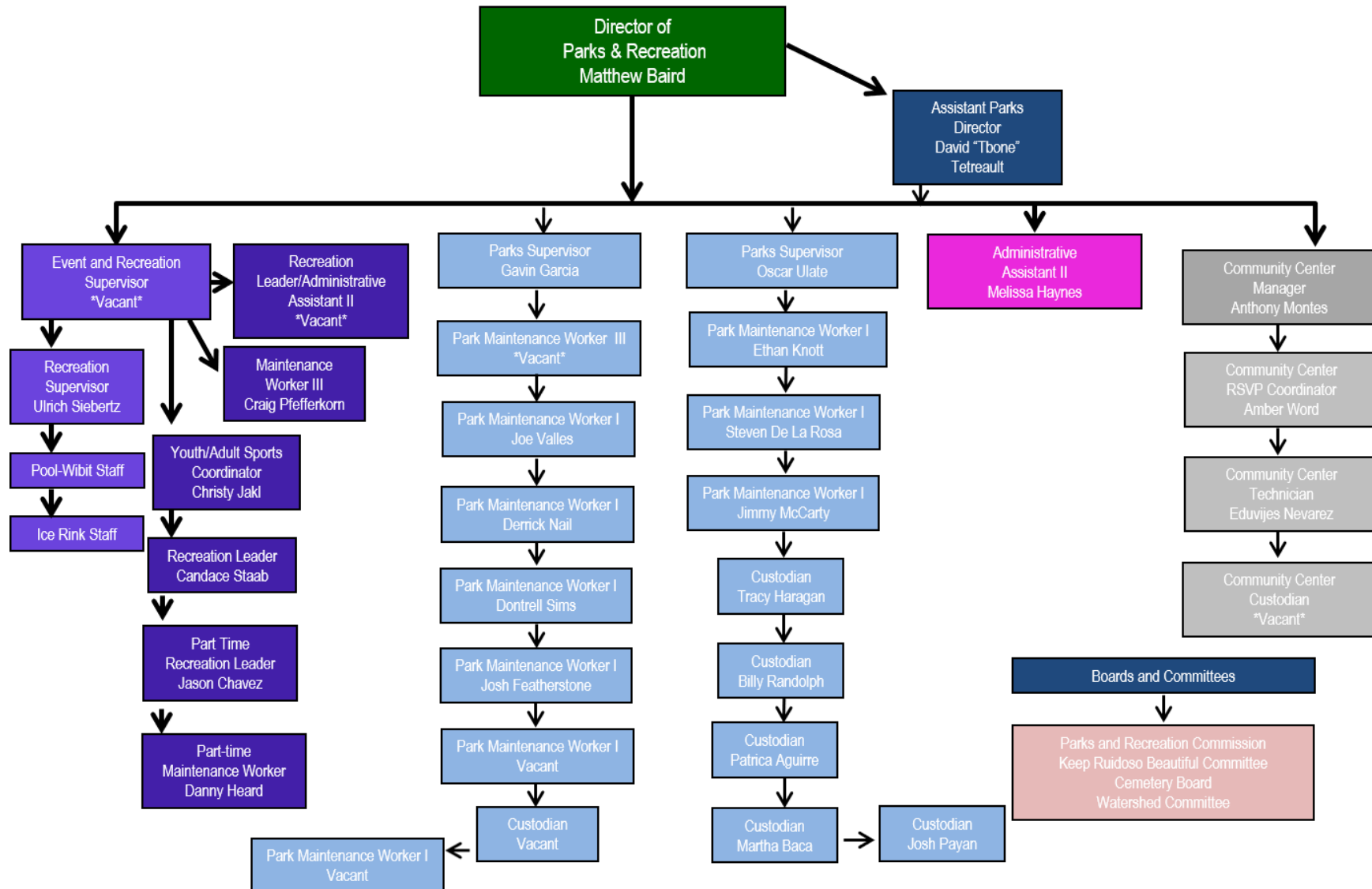
	<ul style="list-style-type: none"> Action 3.2.A. Continue to hold regular meetings with all department leadership to maintain open communication, improved efficiencies, and fewer redundancies. 				
Goals for 2024: <ul style="list-style-type: none"> Create a new Development Review Process & Policy with an appropriate fee. Improve forms and Website. Foster Customer Service <ul style="list-style-type: none"> Create a space to meet with contractors upfront. Create a Policy and Procedure to conduct Virtual Inspections Have staff attend training that will provide the improvements to the following: <ol style="list-style-type: none"> Create a clear customer experience vision. Understand the customer. Empathy, patience, and consistency. Be adaptable and practice clear communication. 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal 5. Sustainable construction and renovations that have less impact on natural resources are promoted.	Policy 5.2. Prevent property from extended periods of vacancy or neglect.	Chief, Community Development, and AOC	\$100,000	January 2022	ONGOING
Update: Using the adopted ordinances that were created to address residential and commercial properties throughout the Village that are vacant and dilapidated we strived to be proactive in addressing the blighted properties throughout the community. This year several properties were brought into compliance. Our team continues to survey the community to identify blighted properties. The team works collectively to support Code Enforcement on this issues. <ul style="list-style-type: none"> Our first step is always to contact landowners to educate them and gain compliance. Set a timeframe for compliance. If compliance cannot be achieved move on to enforcement to include Clean and Lien if needed. 					

- Created a policy to contact owners out of the area and steps to gain compliance when the property cannot be reached.
- Be proactive.
- Be more aggressive in enforcement and follow-up through the legal system.
- Increased budget to \$100,000 to fund the removal of hazardous materials and inoperable vehicles.
- Dave Myers is certified to test for asbestos.

Goals for 2024:

- Amend the ordinance to be more aggressive on achieving our goal.
- Work to have multiple properties under mitigation at once.
- Develop forms and improved processes for the entire process.

Parks & Recreation Organizational Chart



Tactical Plan**Date: 1/12/2024****Department: Parks and Recreation Department****Purpose: Department shall create 5 strategic plan items.**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending 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	\$1,360,000 we have this funding from a Quality of Life Grant and Lodgers Tax.	12/28/2023	September 2024
<p>Description Complete improvements to School House Park include replacing both sets of tennis courts, adding a new restroom facility, removing the old restroom facility, replacing, and relocating the playground, and adding a new fence.</p> <p>Steps needed to achieve this goal:</p> <ol style="list-style-type: none"> 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	Starting Date	Ending 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	This project is already fully funded by grants.	November 2024	June 2024
Description Complete the Moon Mountain and Links Trail Projects. Steps needed to achieve this goal: <ol style="list-style-type: none"> 1. Work with BHI and Mesa Verde to continue construction of this project. 2. Ensure project follows the current contracts and designs. 3. Ensure Completion of this project. 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending 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 2024	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	Starting Date	Ending 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	\$125,000 This will be funded by the \$500,000 in state appropriation funds we have.	January 2024	July 2024

Description

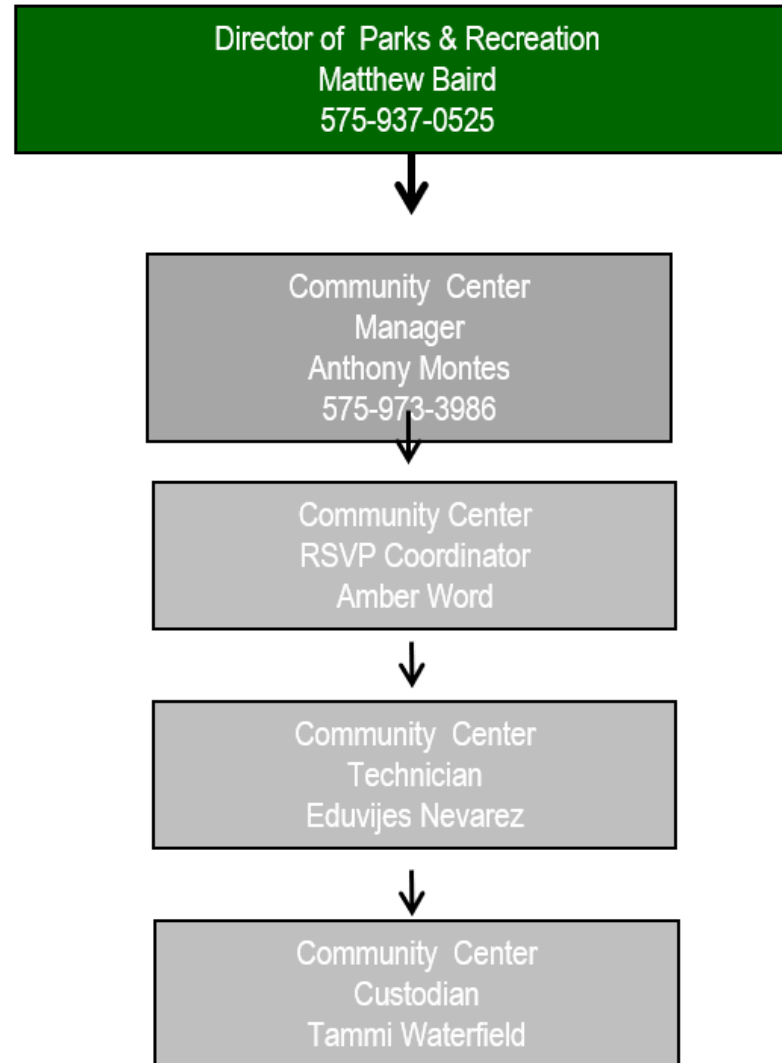
Make improvements to Grindstone Lake. These include items like adding automated parking gate, kayak/SUP/canoe self-vending options, and taking over concession opportunities at the boat house.

Steps need to achieve this goal:

1. Create a plan for possible enhanced revenue sources at Grindstone Lake.
2. Research the best vendors and options for those revenue sources.
3. Present options to the Parks and Rec Commission.
4. Take Parks and Rec recommendations to the Governing Body for approval.
5. Create Policies.
6. Procure needed equipment.
7. Install/implement.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
PARKS AND RECREATION GOAL 1 "Quality Parks and Recreation opportunities are available for Ruidoso residents and visitors."	Action 1.1.B. Identify future Parks and recreation needs based on growth. Action 1.1.C. Create and adopt a trails master plan. Action 1.1.D. Develop and adopt a recreation center master plan. Action 1.1.G. Identify Location for additional Campsites and RV Parking. Action 1.1.K. Review staffing needs to provide adequate year-round staffing. Action 1.1.O. Develop a Grindstone Recreation Area Master Plan.	Parks and Recreation Director and Assistant Director	\$350,000 We will be exploring grant opportunities to pay for this.	July 2024 (Dependent on funding and grant opportunities)	October 2025
Description Create and adopt a comprehensive parks, recreation, and trails master plan. Steps need to achieve this goal: <ol style="list-style-type: none"> 1. Develop a scope of work. 2. Secure a grant to fund the master plan process. 3. Go out to RFP to find a qualified entity to produce the master plan. 4. Work with qualified entity throughout the process to develop a comprehensive masterplan. 5. Hold public meetings. 6. Present plan to Parks and Recreation Commission. 7. Present plan to Governing Body for approval. 					

Community Center Organizational Chart



Tactical Plan**Date: 1/11/2024****Department: Community Center****Manager: Anthony Montes****Purpose: Departments Shall Create 5 Tactical Plan Items**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
GOAL #1 Hazard Mitigation Ruidoso is well-prepared for emergencies	Ruidoso is well-prepared for emergencies Red Cross & VOR Emergency Management Training	Community Center Manager	Employees, Training Overtime Budget for employees.	January 2024	Ongoing
<p>Description: Policy 1.1 Uphold the Community Wildfire Protection Plan and continue to prioritize interjurisdictional cooperation and collaboration between the Village, Lincoln County, US Forest Service, Bureau of Land Management, Mescalero Tribe, Ruidoso Downs, Carrizozo, and other agencies with jurisdiction over land. The Village is working with the state to ensure funding to continue forest thinning and fire mitigation efforts. Action item: 1.1B. (Not clearly identified)</p> <p>Progress: The Community Center is identified as a Red Cross shelter for any disaster that the area might see. The proper training of the employees is necessary for a fully functioning shelter and its needs. The purpose of proper training is to have knowledge of the resources to plan, open, and operate a shelter. Shelters require a registration area, a dormitory, a feeding area, and an information area. Employees of the Community Center need to have the proper knowledge of these areas and how they work so that they can provide the necessary assistance to a Red Cross team. Training has been ongoing with Red Cross, Village of Ruidoso Emergency Management, and the CC Manager. The Village of Ruidoso shall maintain emergency preparedness through proper training in case of any disaster.</p> <p><u>Goal #1 Continued</u></p>					

December 30, 2020, Community Center staff were briefed on shelter fundamentals and feeding fundamentals for shelter preparedness in case of a disaster in our area.

December 6, 2022, Village of Ruidoso held an emergency management training overview of disaster preparedness and individual team efforts for all potential disasters.

December 7, 2023, Community Center Staff attended an emergency management briefing with the VOR Emergency Manager on plans to have staff in place to initiate emergency management before Red Cross enters the area during a disaster.

January 7, 2024, Community Center Staff worked with VOR Emergency Management to conduct a warming shelter for the snowstorm that hit the Village of Ruidoso area. The shelter was a success in the plan, initiation, and management of the project.

2024 Tactical Plan:

- Training through the Village of Ruidoso Emergency Management will resume in 2024 when training is scheduled.
- Ruidoso Community Center staff will continue to read the shelter fundamentals handbook to keep educated in case of a disaster continuously while anticipating further training through Red Cross and VOR Emergency Management in 2024.
- The goal is for Community Center staff to be properly trained by December 2024 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 arises, 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 taking place and should be initiated soon in case of an emergency.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal #2 Ruidoso offers community services for all its residents and employees	Building Improvements Addition to the Community Center, Restroom Renovation, Commercial Kitchen Renovation.	Community Center Manager	Capital Outlay and Village of Ruidoso Funding	January 2024	December 2024

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.C- Meet the community's recreation demand with more facilities.

Progress:

March 2022: Seven large lobby windows were replaced with new ones. The old double paned windows had water buildup in between them that could not be cleaned causing an unattractive appearance to the lobby.

April 2022: The molded and old inner insulation and ceiling tiles of the center were replaced with new ones alleviating any future breathing problems that the public could have in the center. The replacement also upgraded the unsightly look the center previously had.

May 2022: LED Lighting was installed throughout the Community Center which will allow cost savings and provide better lighting in the center.

June & November 2022: The doors on the west and south side of the building were replaced with new doors that have windows and coded keypads. The old solid doors were worn and caused an unsightly look to the area. New keypads will alleviate the need for contracted classes to have keys and allow staff to delete or change codes as needed.

January 2023: Commercial kitchen equipment was upgraded in the Community Center. A new dishwasher, garbage disposal, ice machine, and washer/dryer machine were purchased and equipped in the commercial kitchen.

May 2023: A 10ft x 10ft storage closet was added to the exercise area of the Community Center to allow for classes to store items needed for day-to-day sessions. The music equipment has been placed in this area for accessibility.

Goal #2 Continued**2024 Tactical Plan:**

- A grant application through New Mexico Aging & Long-Term Services Department has been awarded for the plan and design of an addition to the Ruidoso Community Center to expand the commercial kitchen, storage area and additional meeting space. The center has been in major need of expansion to add classes because all other areas have been full and possible opportunities for the public cannot fit into the already tight pre-existing schedule. The addition could provide more area for a larger commercial kitchen to provide more meals and an extra meeting space for classes and trainings.
 - The grant application was approved, and the architect has been working on the design. The project has an anticipated completion date of February 2024.

- A grant application will be sought out for the addition once the plan & design is completed in 2024.
- A grant application through the New Mexico Aging & Long-Term Services Capital Outlay Department has been awarded for the renovation of the bathrooms within the Community Center. Staff are seeking out bids for the renovation project which has an anticipated completion date of June 2024.
- A grant application was filed with the New Mexico Aging & Long-Term Services Capital Outlay Department which is geared toward renovation of the existing commercial kitchen. The plan includes renovation of the walls, storage areas, some new equipment, and movement of the serving lines, entry area, and dishwasher areas.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending 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 and funding	January 2024	December 2024
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.					

Progress:

April 2022: The old and faulty exercise equipment was replaced while adding additional equipment to meet the needs of low-income individuals that are seeking to maintain a healthy lifestyle. Grant funding in the amount of \$16,251 was applied for and awarded by the New Mexico Aging & Long-Term Services Capital outlay Department which helped to purchase the new equipment. Attendance has increased significantly due to the opportunities the public has to use exercise equipment for free.

Goal #3 Continued

April 2023: The Community Center was only able to host AARP Free Tax Preparation by appointment only. Tax aid volunteers were able to prepare 392 total tax returns which brought \$426,000 worth of tax refunds into the local economy.

December 2023: The Ruidoso Community center has seen an increase in over 200 participants in 2023 that have joined the center for its activities and equipment usage.

2024 Tactical Plan:

- 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.
- The Community Center experiences a problem with meeting space for classes and sessions for the public. The existing rooms are almost fully booked and additional space is required. 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	Starting Date	Ending Date
Goal #4 Environmental stewardship is embraced by the Ruidoso Community	Central Volunteer Hub Create a central volunteer hub with information about volunteerism	Community Center Manager	Staff	January 2024	Ongoing
<p>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.</p> <p>Progress: Senior Volunteer Program which is a program under AmeriCorps and the New Mexico Aging & Long-Term Services departments. There are now 15 volunteer stations in the Lincoln County area that are part of the program because they fall under the performance measures the Community Center has set forth for the grant application. There are many more volunteer stations in our community that need information available to possible volunteers that are seeking volunteer opportunities. The Ruidoso Community Center has gathered all information regarding volunteer opportunities in the Lincoln County area. In 2023, through advertising via the Village of Ruidoso website, distribution of rack cards, local radio broadcasts, flyers, and by word of mouth, the Ruidoso Community Center was able to gather and highlight volunteer opportunities for the local Retired and Senior Volunteer Program and introduce the need for volunteers in over 25 other volunteer stations in Lincoln County. Prospective volunteers can call in or email the Community Center in which they are interviewed and invited into the many volunteer opportunities that are available in our area. Volunteers are given the lists of volunteer sites and contact info which allows them the opportunity to decide which station might benefit from the skills volunteers are able to provide. A grant application was submitted and approved which gathered the program more funding in which much more recognition, uniforms, and mileage reimbursement could be implemented for volunteers.</p> <p><u>Goal #4 Continued</u></p> <p><u>April 2023:</u> The Ruidoso Community Center's Retired and Senior Volunteer Program (RSVP) held an annual Appreciation Awards Banquet to recognize all volunteers associated with the RSVP program where appreciation awards and gifts were given out for all of their many</p>					

years in service, hard work, and dedication. Door prizes that were donated by local business were given to volunteers as extra recognition which showed a huge support.

August 2023: Work shirts were given to all volunteers as an appreciation item for their hard work and to highlight the program's efforts in the community. Volunteers were happy to receive them and wore them proudly at volunteer stations. The effort created a rise in volunteers wanting to be part of the program due to the outlook the uniforms provided.

December 2023: The RSVP Program held an appreciation social dinner to recognize volunteers for their hard work in the community. Appreciation gift cards were distributed to all volunteers. Further outreach to those volunteers who could not attend will be sought out to give gift cards as a token of appreciation for their hard work.

November 2023 through January 2024: The RSVP Program has been doing a Martin Luther King Coat Drive where gently used and new coats, warm jackets, scarves, gloves, etc. are accepted. The RSVP Station, Christian Services, has been handing out the items to those in need during the cold winter months.

Continuous: Mileage reimbursement has been implemented and volunteers are able to receive a tax-free rebate for their trips to the volunteer station and back home. This item is very beneficial to volunteers as gas prices have seen a rise over the last year.

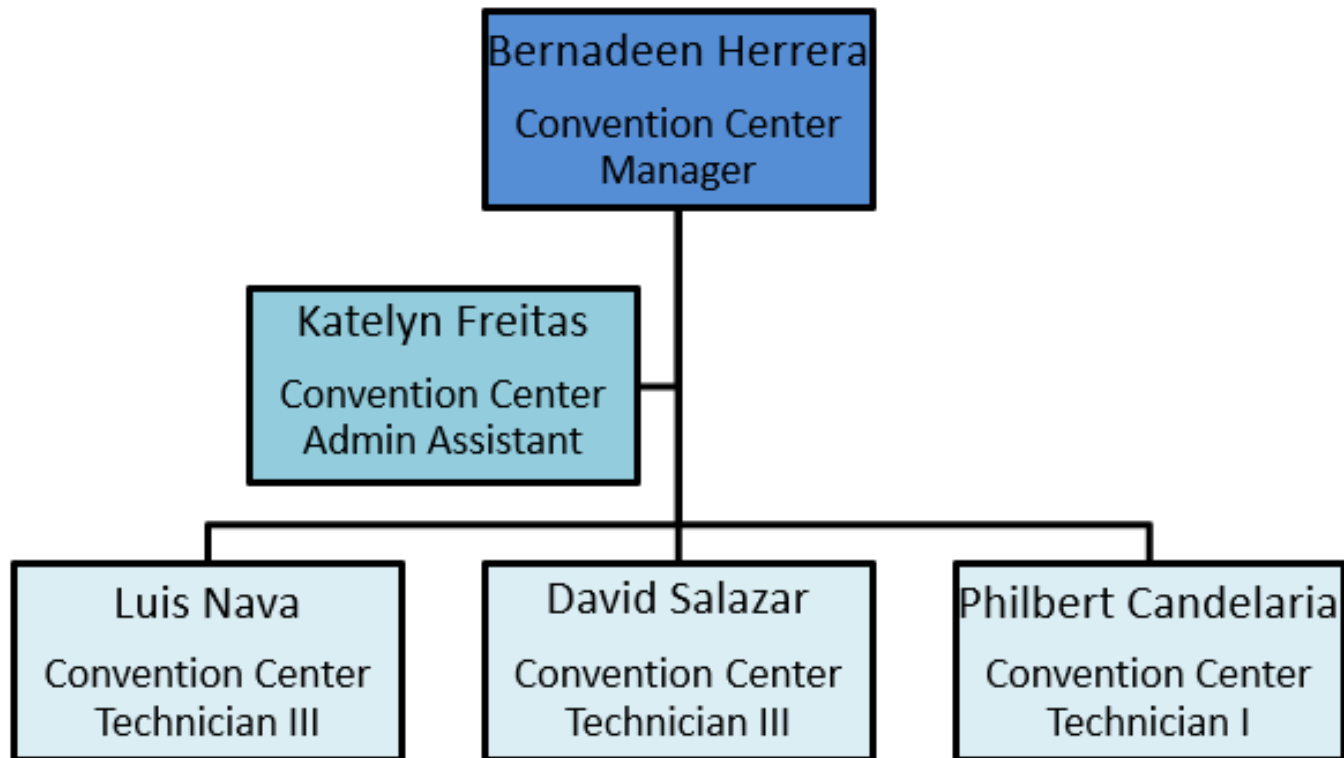
2024 Tactical Plan:

- Community Center/RSVP staff will continue to assist all volunteer stations with volunteer recruitment, mileage reimbursement, advertising, and recognition to gain more volunteerism throughout Lincoln County which help non-profit agencies sustain good quality workstations that provide services to our area.
- Staff will distribute information to the public regarding all volunteer sites available and will try to recruit more volunteer stations into the RSVP program to benefit from what the local program offers. Many volunteer stations survive with the thousands of hours of assistance that volunteers provide so RSVP staff strive to invite more volunteerism in the community.
- RSVP/Community Center Staff will continue to provide mileage reimbursement, recognition events and gifts, and liability insurance to volunteers as a benefit for their hard work.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal #5 Ruidoso offers community services for all its	Nutrition Programs Lunches and Breakfasts Provided Weekly	Community Center Manager	Village of Ruidoso Funding and Donations from the Public	January 2024	Ongoing

residents and employees	New Employee				
<p>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.</p> <p>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.</p> <p>2024 Tactical Plan:</p> <ul style="list-style-type: none"> • The Ruidoso Community Center has limited means of providing meals throughout the week because of the lack of storage space and kitchen equipment. Staff will seek funding to place an addition to the center adding more kitchen and storage space once the plan and design project is completed. • 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 plans to implement more meals and snacks throughout the week in 2024. • 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. <p><u>Goal # 5 Continued</u></p> <ul style="list-style-type: none"> • Community Center staff will seek to advertise the meal programs through radio advertisements, emails, flyers, and rack card distribution to build up clientele for these meals. • The Community Center strives to provide as much as possible to get the public involved. 					

Convention Center Organizational Chart



Tactical Plan**Date: January 3, 2024****Department: Convention Center****Manager: Bernadeen Herrera****Purpose: Create Strategic Plan Items**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Economic Development Goal 3	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 2024	Ongoing
<p>GOAL: To increase usage targeting multi-day groups that put heads in beds and add to the economic vitality.</p> <p>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.</p> <p>Progress:</p> <ul style="list-style-type: none"> ▪ Renewed contract with MCM Elegante marketing and sales for the convention center ▪ New Convention Center Manager ▪ New Manager of Events & Strategic Partnerships ▪ Secured dates for New Mexico Municipal League for their 2025 conference ▪ Secured dates for the Model A National Convention in June 2024 					

Steps to achieve this goal:

- Staff will continue to support the Sales Manager, MCM Elegante leadership team, and Manager to attract “A” level groups
- Staff will continue to work with Sales Manager to ensure that our repeat clients return year after year
- Staff will work with the Manager of Events & Strategic Partnerships to bring in new “A” groups

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
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	1/24	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:

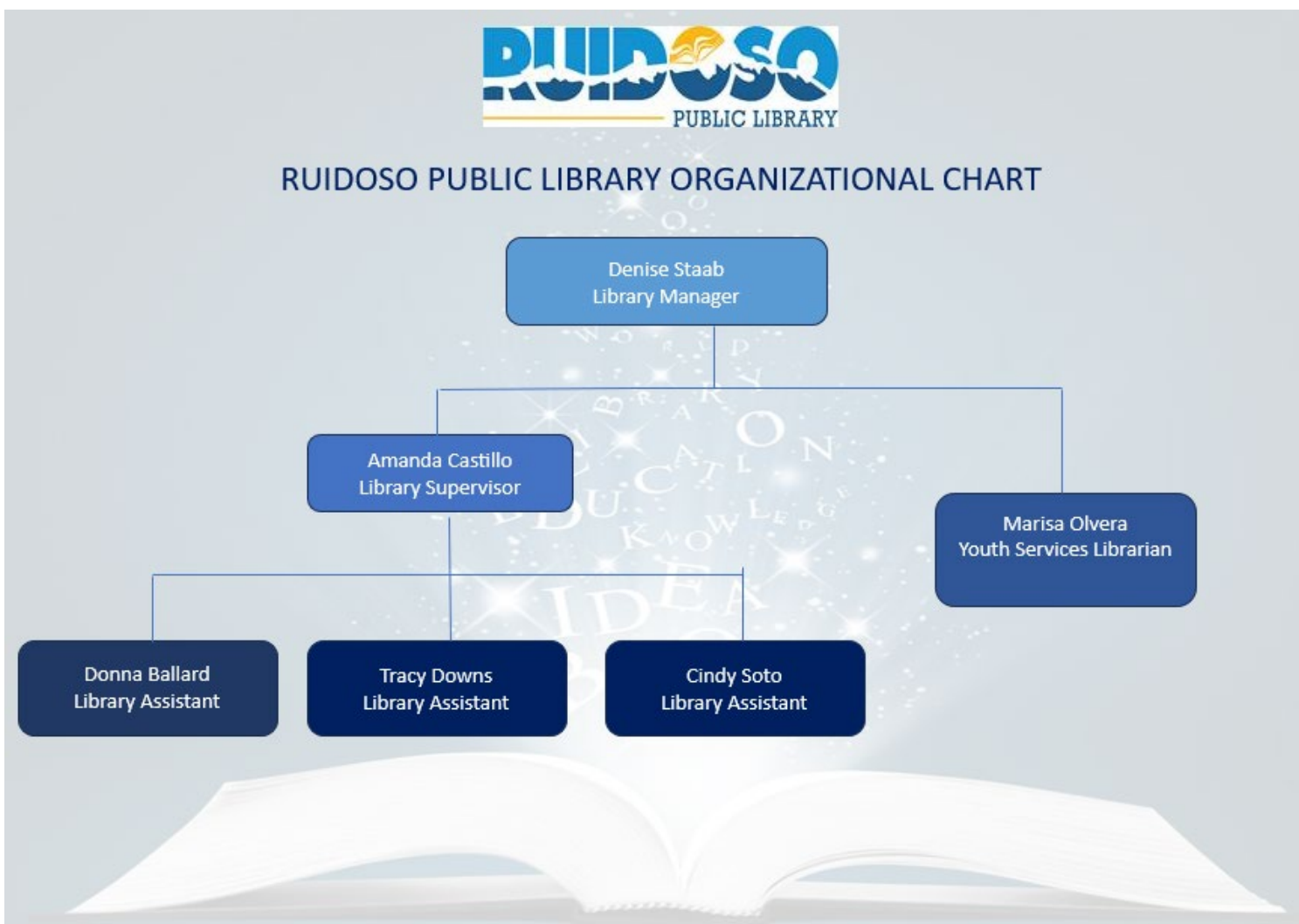
1. Roof will be replaced in 2024, with work to begin February 2024 through April 2024
2. April 2023 new furniture was purchased for the lobby

Steps achieve this goal:

1. Obtain quotes to replace stage, dance floor and all tables
2. Obtain quotes to replace carpet in rooms 4, 5 & 6
3. Obtain quotes to re-stucco and paint the exterior of the convention center
4. Procure vendors for above items

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal 1	Re-surface & stripe the Convention Center parking lot	RCC Manager & MCM Elegante	VOR-budgeting MCM Elegante The Links	1/24	2025
<p>2024 Goal Coordinate with other stakeholders in charge of Common Area Maintenance which includes the shared parking lot with MCM Elegante and The Links Golf Course.</p> <p>Description:</p> <p>Re-surface and stripe parking lots for the Convention Center, MCM Elegante and The Links Golf course. Referred to as “common area”.</p> <p>Steps to achieve this goal:</p> <ol style="list-style-type: none"> 1. Work with MCM Elegante to obtain quotes 2. Coordinate with MCM Elegante to ensure work is completed 					

Library Organizational Chart



Tactical Plan**Date:** 01/11/2024**Department:** Library**Purpose:** DEPARTMENTS SHALL CREATE 5 STRATEGIC PLAN ITEMS

GOAL 1	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Comm Services Goal 1 Ruidoso offers community services for all its residents and employees.	<u>Policy 1.1:</u> Provide convenient community services to serve all of Ruidoso's residents and employees, especially the most in need. <u>Action 1.1.G:</u> 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 Custodial Staff	Capital Funding for new Heating and Cooling system Funds for new carpeting in Children's Dept.	07/01/2020	06/30/2024
<u>2023 Goal 1:</u> Provide a Library building that is safe, comfortable, and well-maintained for all community members. <u>DESCRIPTION:</u> <ul style="list-style-type: none"> Closing off the front stairwell would improve safety for the Children's Department and potentially provide space for a revenue-generating coffee shop, more office space, or more storage. <u>Steps need to achieve this goal:</u> <ul style="list-style-type: none"> ✓ This was completed in June 2020. Space could not be used for other purposes and will still be used as a fire exit. <u>DESCRIPTION:</u>					

- Carpeting in the Children's Department is torn and full of runners which present a safety hazard. The carpet is also heavily stained in several places. The carpet is over 20 years old and should be replaced with carpet squares to improve hygiene and safety. A current quote for replacing the carpet with squares throughout the Children's and Teens areas is \$20,289.

Steps need to achieve this goal:

- ✓ This goal was completed in May 2022.

DESCRIPTION:

- The library has an aging and continuously malfunctioning HVAC system which has been requiring maintenance and repair almost monthly. Neither the heating nor the cooling works correctly for patron or staff comfort. Thermostats in the building no longer control the unit.

Steps need to achieve this goal:

- ✓ This was completed in October 2023.

DESCRIPTION:

- Create more room for new materials. It has been a little over three years since the library did an inventory. The inventory will give us a correct accounting of materials and allow us to do focused collection development

Steps needed to achieve this goal:

- ✓ Library Manager will work with Library Supervisor to establish procedures for conducting a thorough inventory of all material items.
- ✓ Library Manager will work with Library Supervisor to establish an inventory schedule.

GOAL 2	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Comm Services Goal 1: Ruidoso offers community services for all its residents and employees.	<u>Policy 1.1:</u> Provide convenient community services to serve all of Ruidoso's residents and employees, especially the most in need. <u>Action 1.1.H:</u>	Library Manager Deputy Village Manager	Automatic front doors Funding to pay for doors and installation.	01/01/2020	06/30/2024

	Make library resources more accessible to all through building and signage improvements, and through development of home delivery service to homebound users.				
<p>2023 Goal 2: Create library building that has greater ease of access.</p> <p>Description: The library was ADA compliant when it was completed in 1997. Current ADA requirements came out in 2010 and states that structures completed before 2010 still fall under the previous requirements. However, to provide a building with greater ease of access it is recommended that funds be sought to upgrade existing front doors to be automatic doors.</p> <p>Steps need to achieve this goal:</p> <ul style="list-style-type: none"> ➤ Library Manager will work with Project Managers to get a solid estimated cost of the purchase and installation of 4 automatic doors and 2 push button openers ensuring items will be compliant with current ADA standards. ➤ Library Manager will seek funding based on above information. 					
GOAL 3	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Econ Dev Goal 2: Ruidoso has a well-trained workforce with the skills needed by Ruidoso Businesses and Institutions.	Ruidoso has a well-trained workforce with the skills needed by Ruidoso Businesses and Institutions.	Library Manager Library staff Human Resources	Increased professional development budget to pay for classes, webinars, and other trainings. SOPs for Library procedures	01/01/2020	Ongoing

			Strong orientation program for library staff.		
<p>2023 GOAL 3: Complete, well-trained, customer-oriented staff sufficient to serve all users.</p> <p>DESCRIPTION: The Library is a Community Hub and staff need continuous training to keep up with changes in technology, programming, and varied processes in order to best serve the community.</p> <p>Steps to achieve this goal:</p> <ul style="list-style-type: none"> ➤ Library Manager, when possible, will use State Grants-In-Aid funds to pay for two Temporary Library Assistants to help execute the Summer Reading Program. This was done for Summer Reading 2023 and was a tremendous help. ➤ The Library has 2 volunteers to help with programs and events in Youth Services for year-round Youth Services programming. Each have received training and will continue to update training as needed. ➤ Varied training opportunities will be sought after to include State and National Conferences, webinars, on-line and in-person training, as well as in-house training. <p>Description: Economic Development Goal 2 states “Ruidoso has a well-trained workforce with the skills needed by Ruidoso businesses and institutions”. In order to provide the top level of service to the Lincoln County community, we need to provide basic and advanced training for our staff. This can be done through webinars but will also require some classes which can be obtained online and/or at library conferences or special workshops given by the New Mexico State Library and the New Mexico Library Association. Not all these offerings will be free. Our professional development budget needs to be increased to at least \$10,000 per year.</p> <p>Steps to achieve this goal:</p> <ul style="list-style-type: none"> ✓ Money in the budget was moved around for FY 22 and a total of \$3,500 was allocated for training and schools. This can be supplemented by using State Grants-In-Aid funds, money from the County grant or with special micro grants for library training. This money is currently being used 					

for online classes, in-house training, NM Edge Training through the municipal league and other online training such as webinars and classes with certificates of completion.

Description: Library staff need to complete SOPs for all ongoing library operations. All staff members will contribute to this effort by codifying their routine assignments.

Steps to achieve this goal:

- ✓ New SOPs will be added, and current SOPs will be updated as needed.

Description: The Library Manager and Library Supervisor are working together to create a documented orientation and training program for new library employees that goes hand in hand with the newest changes in evaluation. This will result in better service for our customer base.

Steps to achieve this goal:

- ✓ Developed training plans from previous year have been included with the orientation training.
- ✓ The Library Manager and Library Supervisor continue to work on more training to develop a complete Training Plan and keep up with technology and programming changes.

GOAL 4	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Econ Develop Goal 2 Ruidoso has a well-trained workforce with the skills needed by Ruidoso Businesses and Institutions.	<u>Policy 2.1:</u> Prepare Youth for economic opportunity. <u>Action 2.1.C:</u> Enhance the public library's ability to promote career readiness and entrepreneurship.	Library Manager Library Staff	Public access computers with robust connectivity El Portal Databases. Ongoing staff training Funds to pay speakers	2/1/2020	Ongoing

2023 Goal 4:

Develop adult programs & program series to support job seekers & potential business owners/entrepreneurs.

DESCRIPTION:

The New Mexico State Library provides several free, high quality digital resources to support job seekers, business owners, and entrepreneurs. Library staff are currently working on competency with these resources so we can offer more varied training to the general public.

Steps to achieve this goal:

- ✓ Due to changes in staff, training, and evaluation the library staff are working on competency with these resources. We will partner with other Village Departments, ENMU, The Chamber of Commerce and other business organizations to bring in guest lecturers for various specialized topics.
- ✓ Funding can be gotten from Friends of the Library and small micro grants for library programming. The ability to conduct outreach as well as create, plan, and implement programming will be determined by the library resources and staffing required to conduct a class or series of classes.

GOAL 5	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Comm Services Goal 1: Ruidoso offers community services for all its residents and employees.	<u>Policy 1.1:</u> Provide convenient community services to serve all of Ruidoso's residents and employees, especially the most in need. <u>Action 1.1.H:</u> Make library resources more accessible to all through building and signage improvements,	Library Manager Library Staff	GO Bond Funding eBooks & other digital resources	01/07/2020	Ongoing

	and through development of home delivery service to homebound users.				
<p>2023 GOAL 5: Increase the number of users of library resources and services. Description: All residents of Lincoln County are entitled and encouraged to utilize the resources of the Ruidoso Public Library. Many members of the community are homebound and unable to physically visit the library. The library will develop more services to serve and support all community members, including those unable to physically visit the library. Steps to achieve this goal:</p> <ul style="list-style-type: none"> ✓ Marketing: A Marketing plan was developed in collaboration with The Agency, the Ruidoso Public Library Advisory Board, and the Library Manager to maximize the marketing of resources and services to all of Lincoln County. ✓ Outreach: Increase outreach to community businesses, educators, and non-profits to develop new targeted programming and increase collaborative programming. This past year we collaborated with various non-profits, for profit businesses, the schools, and the Chamber of commerce to conduct outreach. Our Dia program, Aspen Fest and The Angel Program were all quite successful. ✓ E-Books: Increased spending on e-books to \$5,000 in May of 2021. Funds from State Grants-In-Aid can be utilized for expanding the Overdrive collection when possible. The library is also a connection point for the Capitan Schools and the Hondo Schools through the Overdrive Sora App. ✓ Databases: Subscription databases are evaluated yearly with adding and removing of databases as money is available and statistical use dictates. ✓ Workforce Training: Due to Ruidoso having a Work Force Solutions office the library will not be able to become a workforce training hub. However, the Library Manager will seek other ways of developing programming to help job seekers and community members in need of more varied job skills. The best way to do this is with in person programming and self-paced learning through NICHE Academy. ✓ Homebound Services: Patrons can now sign up with the New Mexico State Library for Books by Mail. To qualify they must be visually handicapped or homebound and fill out an application. An application is available on the New Mexico State Library website. Manager will monitor patrons to see who may need this service and if there is more that needs to be done for these patrons. This is a free service offered by the New Mexico State Library and no funds will be required at this time. ✓ Services for the Blind and Print Disables: These services are offered through the New Mexico State Library, and they provide books in braille or audiobooks. The audiobooks are also for anyone of any age who has an organic dysfunction of sufficient severity to prevent reading printed material in a normal manner. 					

Tactical Plan**Date: 1/16/2024****Department: Events and Strategic Partnerships****Manager: Eddie Ryan**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Events	Identify impactful events that can foster positive community growth, promote a pro-growth environment, and have a significant economic impact.	Eddie Ryan	Available	January 2024	Ongoing
<p>Description: When determining community events, our goal is to evaluate their direct impact on the increased volume of tourism within our community. We aim to determine the level of funding to award event organizers. This strategic approach ensures that our funding supports events not only attracting people to the community but also fostering positive impacts on Lodgers' Tax and General Receipts Tax (GRT). This focus on community events enhances our ability to promote local engagement and economic growth. 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:</p> <p>Steps need to achieve this goal:</p> <ol style="list-style-type: none"> 1. Define Evaluation Criteria: Clearly outline criteria for assessing community events, considering factors like attendance, participant feedback, and economic impact on General Receipts Tax (GRT). 2. Utilize Data Analytics Tools: Leverage tools such as BUXTON and the Economic Impact Calculator to gather and analyze event data, ensuring informed decisions on funding allocations. 3. Stakeholder Engagement: Collaborate with event organizers, local businesses, and the community to understand needs and expectations, fostering a strategic approach to event success. 4. Strategic Funding Plan: Develop a funding strategy aligning with goals, prioritizing events with the potential for significant contributions to tourism and positive impacts on Lodgers' Tax and General Receipts Tax. 					

Progress:

This is a new position and the first year of implementation.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Music Events	To work towards bringing in musical groups that complement the community.	Eddie Ryan	Pollstar subscription	January 2024	Ongoing

Description

Our objective in evaluating community events is centered around the direct impact of music events on increasing tourism within our community. We are dedicated to determining the optimal funding to award music event organizers, ensuring that our support not only draws people to the community but also enhances positive impacts on Lodgers' Tax and General Receipts Tax (GRT). This strategic focus on music events not only promotes local engagement but also contributes to the economic growth of our village.

Steps need to achieve this goal:

- 1. Criteria Development:**

Develop comprehensive criteria for assessing music events, considering factors like appeal, diversity, and historical performance.

- 2. Data Collection and Analysis:**

Establish a robust system to collect and analyze data on attendance, demographics, and economic impact during and after music events.

- 3. Funding Allocation Strategy:**

Create a fair funding allocation strategy based on the event's expected impact, considering factors such as scale, marketing, and potential for attracting visitors.

- 4. Community Engagement and Promotion:**

Implement initiatives to promote community engagement with music events, fostering collaboration between organizers, local businesses, and residents. Utilize marketing strategies to raise awareness and amplify event reach through various channels.

Progress:

This is a new position and the first year of implementation.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Film Events	Work as the film liaison for the Village of Ruidoso and Lincoln County.	Eddie Ryan	FilmRuidoso.com website.	January 2024	Ongoing
<p>Description As a film liaison, our primary focus is to assess the impact of film-related productions on boosting tourism in our community. We aim to carefully evaluate these events in supporting film producers. This strategic approach ensures that our financial assistance not only attracts people to the community but also contributes positively to Lodgers' Tax and General Receipts Tax (GRT). Being specifically attuned to film-related community events, our goal is to not only promote local engagement but also foster economic growth within the film industry. This includes considerations related to the film industry's influence, community participation, and overall economic benefits that these events bring to our community.</p> <p>Steps need to achieve this goal:</p> <ol style="list-style-type: none"> 1. Evaluate Event Impact: Assess film-related productions for their potential impact on tourism and the local economy. 2. Strategic Funding Allocation: Develop a plan to allocate funding strategically for production offices, to attract films with higher tourism and economic benefits. 3. Collaborate with Producers: Establish collaborations with film producers, offering guidance on services and community engagement. 4. Film Ruidoso Website: Implement a website called FilmRuidos.com to inform productions of our locations and continuously improve support for film events. <p>Progress: This is a new position and the first year of implementation.</p>					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Outdoor Recreation Events	To bring in Outdoor Recreation opportunities that best meet the community's needs.	Eddie Ryan	Available	January 2024	Ongoing

Description

In our strategic approach to evaluating community events, our primary focus is on enhancing outdoor recreation to drive tourism and economic growth. The goal is to meticulously assess events based on their capacity to attract people to engage in outdoor activities, ensuring that the allocated funding not only supports these events but also maximizes positive impacts on Lodgers' Tax and General Receipts Tax (GRT). Our commitment to promoting outdoor recreation extends to fostering local engagement and boosting economic growth through events that celebrate and leverage our natural assets. We recognize the significance of outdoor activities in creating a dynamic and appealing community. Therefore, the funding decisions are aimed at supporting events that not only draw visitors but also showcase the unique outdoor experiences our community has to offer. Utilizing data-driven insights, we empower event organizers and the Village to make informed decisions specifically tailored to outdoor recreation. This includes assessing the impact of events on popular outdoor destinations, adventure tourism, and activities that align with our community's natural charm. By aligning our strategy with the allure of outdoor recreation, we aim to create a thriving community that not only attracts tourists but also provides lasting benefits for residents and the local economy.

Steps need to achieve this goal:

1. Event Selection:

Prioritize events aligning with outdoor activities and community assets.

2. Data-Driven Decisions:

Collect and analyze data for funding decisions based on impact and economic contributions.

3. Community Engagement:

Collaborate with local stakeholders, businesses, and involve the community in event participation.

4. Promotion:

Work with The Agency to promote events locally and beyond, emphasizing unique outdoor experiences.

Progress:

This is a new position and the first year of implementation.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Strategic Partnerships	Work with local, state, and national entities to develop partnerships with the Village of Ruidoso.	Eddie Ryan	Available	January 2024	Ongoing

Description

In our approach to community events, we emphasize the importance of strategic partnerships to gauge their direct impact on increasing tourism within our community. Our goal is to evaluate events not only for their ability to attract people but also for fostering positive impacts on Lodgers' Tax and General Receipts Tax (GRT) through strategic collaborations. By prioritizing strategic partnerships, we aim to determine the appropriate level of funding to award event organizers, ensuring that our support enhances local engagement and contributes to economic growth. Furthermore, the data collected will play a pivotal role in assisting event organizers and the Village in making informed decisions. Strategic partnerships will be a key factor in shaping our events.

Steps need to achieve this goal:
1. Forge Strategic Partnerships:

Identify and build relationships with key partners in the community and tourism sectors.

2. Define Evaluation Criteria:

Establish clear criteria for assessing events, aligning with partners to set expectations.

3. Implement Data-Driven Analysis:

Develop a robust data collection system to assess events' impact on tourism and economic indicators.

4. Strategic Funding Allocation:

Determine funding levels based on data analysis, prioritizing events aligned with strategic partnerships.

Progress:

This is a new position and the first year of implementation.

Tactical Plan**Department: Wingfield Heritage House Museum****Manager: Stephanie Long**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
8. Ruidoso's rich and varied history is recognized and shared.	Collect the History of Ruidoso	Museum Manager/Curator	Staff time, Funding to furnish offsite storage area		
<p>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.</p> <p>Steps needed to achieve this goal:</p> <ul style="list-style-type: none"> • Build collection of artifacts by advertising calls for donations in the media and at community gatherings. • Staff collecting reference materials during on-going research to create a Reference Collection. • Develop off-site storage area in Horton building, with furnishings to accommodate storage of artifacts. • Develop museum-specific disaster recovery procedures binder for use after disasters that affect the collection. 					

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
1. Ruidoso offers community services for all its residents and employees. 2. Ruidoso's residents and businesses are engaged and active in community building efforts.	Create a welcoming place for the community and museum visitors	Museum Manager/Curator			
<p>Description</p> <p>The visitor experience at the museum will impact 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.</p> <p>Steps needed to achieve this goal:</p> <ul style="list-style-type: none"> • Recruit volunteers to serve as museum greeters. • Add Museum Assistant position to ensure museum can maintain continuous operations during open hours. • Develop a regular program for adult audiences. Develop a regular program for family audiences. • Install signage to direct visitors to main entrance. 					

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
8. Ruidoso's rich and varied history is recognized and shared.	Educate visitors through outreach, media, and in-house education	Museum Manager/Curator			
<p>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.</p> <p>Steps needed to achieve this goal:</p> <ul style="list-style-type: none"> • Develop activities for an outreach booth at a community event • Develop materials to train volunteers to conduct outreach programs • Create museum website and social media • Create museum-based program on KRUI • Identify specifications to create and education center on campus 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
3.1. Continue to enhance Midtown. 8. Ruidoso's rich and varied history is recognized and shared.	Work toward making the museum self-sustainable through fundraising	Museum Manager/Curator, Cultural and Natural History Committee			

Description

As a new department in the Village, museum budgetary needs are still being identified. 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:

- Create “Friends of the Wingfield House” organization and set up accounts with Community Foundation
- Set up donation boxes, as well as online donation opportunities
- Develop merchandise to be sold at the museum and outreach events. Install P.O.S system
- Identify grants for exhibits, programs, and other needs.

Tactical Plan**Department: KRUI 1490****Greg Widener**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Economic Development- 2.2.A- Invest in ENMU Organization/ Staff Roles Intern from ENMU Backup Board Ops	Action 2.2.A. Align industry with college programs: When meeting with industry clusters to determine necessary skills training.	Manager	Policies and training	January 2020	Ongoing
GOAL 2024 1. Create organization within the radio station and assign roles. a. Setup possible internships with the local college and schools to fulfill roles identified. Description Ensure responsibilities and tasks are covered for the operation and growth of the station. We cannot rely on one person to keep the radio station in operation. Creating internships and partnership programming like our current, Mountain Air, is a great opportunity for us to engage the youth and encourage workforce diversity. STEPS TO ACHIEVE GOAL <ul style="list-style-type: none"> Meet with ENMU leadership and implement an internship for students. Explore possibility of hiring a sales manager. 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
ECONOMIC DEVELOPMENT GOAL 3.2		Greg, & Marketing Firm	Website and budget	January 2020	Ongoing

GOAL 2024

Sales/Marketing- Create brand awareness and build audience as well as clients and sponsors. Become Ruidoso's go to platform for local updates and information.

Description

Work with The Agency to ensure we have a marketing campaign/strategy in place that uses social media as well as other mediums to promote the new KRUI as well as marketing opportunities for local business. We are offering great information and dialogue and need an online home to invite our community to engage with. Our local Programs, like Outdoor Hour, and informational PSAs are great resources for us to highlight important topics such as our natural resources and our environmental impact.

Progress:

- Weekly Programming and PSAs are part of our regular programming.
- Created Media Kit and had airtime rates approved with fee resolution.
- Secured sponsors/clients.
 - ENMU Ruidoso
 - Lincoln County/Ruidoso DWI Program
 - Political Ad from the Lincoln County Medical Center

STEPS TO ACHIEVE GOAL

- Marketing Strategy-Create brand awareness and build audience through comprehensive marketing plan.
- Get sponsors for daily programs / clients for regular programming.
- Use social media as well as other mediums to promote KRUI as well as marketing opportunities for local business.
- Work with Ruidoso Area Chamber of Commerce and Ruidoso Midtown Association to bring in additional advertising revenue.
- Capitalize on installation of new light pole and speaker systems throughout midtown.
- Work towards obtaining an FM translator license.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
ECONOMIC DEVELOPMENT GOAL 3.2	Action 1.2.A. Collaborate with Ruidoso Downs and other surrounding communities	Team Tourism	Teamwork, digital displays, digital signage software	01/01/22	Ongoing

	to discuss strategy and find mutually supportive approaches to economic vitality.				
GOAL 2024 Increase listenership. Integrate radio programming and marketing plan into broader tourism promotion strategy through Team Tourism. DESCRIPTION: KRUI-1490 is an extremely valuable resource for tourism promotion in the region. Working in tandem with Team Tourism to develop the radio station as a critical component of the VOR's comprehensive tourism marketing plan is a wise use of this resource. STEPS TO ACHIEVE GOAL Meet with Team Tourism to develop plan to integrate KRUI-1490 into comprehensive marketing plan for tourism. <ol style="list-style-type: none"> 1. Improve your social media presence. 2. Connect with local influencers. 3. Improve website SEO and put information in Ruidoso Insider newsletter. 4. Use our YouTube platform. 5. Connect a link of the radio streaming and access to emergency information on the Ruidoso App to improve user engagement. 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
GOAL 3.2 ECONOMIC DEVELOPMENT	Develop a series of cultural and historical programs highlighting Ruidoso's heritage	Greg Widener	Time dedicated	01/01/22	Ongoing
GOAL 2024 Enhance programming. DESCRIPTION: Expanding on the work already completed by the radio station staff in 2021, develop a series of historical programs for KRUI-1490 and a Live monthly music program hosted at the Convention Center. STEPS TO ACHIEVE GOAL Write and produce a daily historical fact segment (one minute in length) and a (monthly) culture-based show.					

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal 5	Obtain an FM license	Greg Widener	Licensing and Budget	January 2024	Ongoing
GOAL 2024 Enhance over the air availability. Description Obtain an FM license for the radio station to transmit 1490 KRUI-AM on the FM dial. Steps need to achieve this goal: Monitor FCC for available new licenses Reach out to Station Engineers to help in finding available a license for possible sale in the area.					

Tactical Plan: Team Tourism**Date:** January 1, 2024**Department:** Tourism, Kerry Gladden

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Starting Date	Ending 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 mobilitytics 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 2023, we completely re-vamped the Lodgers' Tax application process with the goals of not only making it easier for the event planners to submit their application online, but also to streamline the process for the Lodgers' Tax Committee. We added deadlines for submitting applications so that all can be reviewed during the budget process, and we firmed up rules and restrictions for how the funds can be used. The Lodgers' Tax Committee found this to be very helpful in their decision-making process.

The mobilitytics tool and the Economic Impact Calculator were used to analyze all events. The information gleaned from these reports continues to allow the Village to make decisions about events based on concrete data analysis. In addition to the online application for Lodgers' Tax funds, we also created an Economic Impact Calculator for each event so that the Committee had that in front of them while making budgeting decisions.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Starting Date	Ending 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
<p>Description</p> <p>The Village has a number of key assets/attractions that are located within 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. Most 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.</p> <p>Steps need to achieve this goal:</p> <ol style="list-style-type: none"> 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. <p>Progress:</p> <p>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. Each year, the New Mexico Hospitality Association awards their TopHAT trophies in a variety of tourism-related categories. This year, we nominated Ruidoso Winter Park/Screaming Eagle Mountain Coaster in the category of <i>Best New Attraction</i>, and they won! 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.</p>					
Goal	Strategic Plan Item	Responsible Party	Resources Needed	Starting Date	Ending 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. As we were creating the marketing plan this past year, we did a deep-dive comparison by researching 27 like-destinations across the US and Canada. There was valuable information across the board that we used to help us create the marketing strategy with specific goals for enhancing the visitor experience, marketing tourism to residents, elevating our online presence, and working in partnership with our local businesses and attractions.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Starting Date	Ending Date
Social Media Growth Goal 1 Action 1.2.D Economic Development	Have a digital strategy in place to increase brand awareness of the Village of Ruidoso as a vacation destination.	The Agency	Available	January 2021	Ongoing

Description**Increase followers/fans on social by 10%, with a total of 165,000+ followers across FB, IG, TW**

Last year, we saw an increase of 21% in followers on social media for the Tourism channels. We are looking to increase the number of followers we have by 10% in 2023-24. By growing our following across Facebook, Twitter, 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. At the end of calendar year 2023, we have 150,475 followers on social media.

Increase engagement on social by 20%, with a total of 1,625,000 engagements across FB, IG, TW

We want to continue to have an increase in engagement of 20% in calendar year 2024. 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 trend

Progress:

At the end of calendar year 2023, we have had 1,354,320 engagements. That is a decrease of year-over-year from calendar year 2022, but not at all unexpected since the McBride Fire happened in 2022 and caused significant spikes in our engagement numbers.

Increase traffic to DiscoverRuidoso.com from social media by 20%, with a total of 206,000+ visits.

In calendar year 2023, we saw an increase of 53% 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 175,000 visits to the website DiscoverRuidoso.com from social media. Overall, that is a 53% increase and is 33% more than our goal.

Comp Plan Goal	Strategic Plan Item	Responsible Party	Resources Needed	Starting Date	Ending 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
<p><u>Establish VOR municipal website as the “go-to” destination for all VOR-related information.</u></p> <p>Over the past five years, 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 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.</p> <p>We are currently in the process of a complete redesign and rebuild of the municipal website to update and enhance the user experience. This process should take approximately 3-4 months.</p> <p>Progress: Recent winter weather events demonstrated how much residents look to the Village for information.</p> <p><u>Increase followers/fans on social by 10%, with a total of 31,000+ followers across FB and TW</u></p> <p>Last year, we saw an increase of 12% in followers on social media. We are looking to increase the number of followers we have by 10%.</p> <p>Progress: We reached and surpassed our goal. At the end of calendar year 2023, we have reached 28,224 followers on social media.</p> <p><u>Maintain like/comments/shares/mentions on social with a goal of 350,000 engagements.</u></p> <p>Last year, we saw an increase of 8% in engagement on social media for Village channels. Our goal in calendar year 2024 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.</p>					

Progress:

At the end of calendar year 2023, our engagement was 299,000 which was just shy of our goal of 300,000.

Timely distribution of VOR-related information to residents and local/regional media in emergency situations

In calendar year 2024, 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 any 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 distributes information during any sort of event that requires immediate communication with the public. In addition, we continue to work with all media requests for interviews and information.

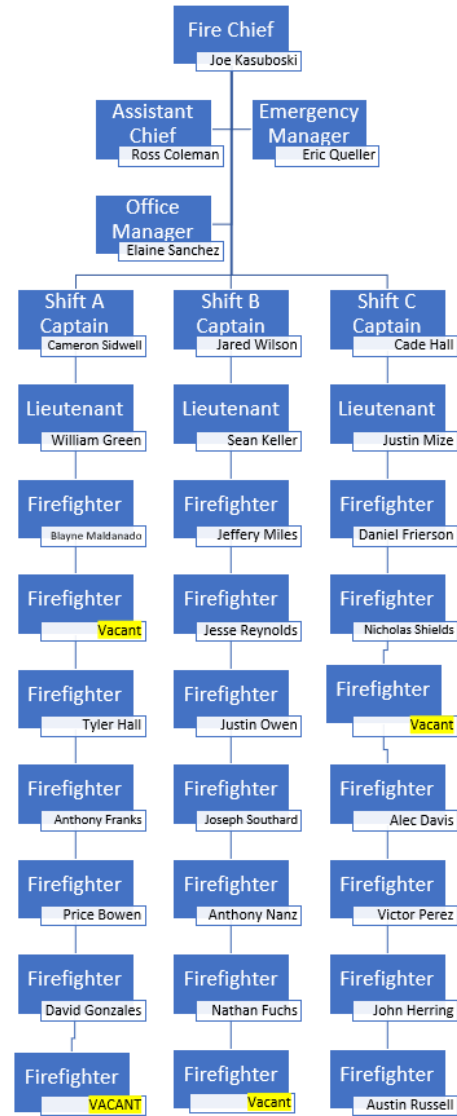
Monthly publication of the Ruidoso Insider Newsletter

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 since the local newspaper is no longer considered a reliable source of local information.

Progress:

To date, there have been 30 issues printed and mailed to over 7,000 residents each month. The plan is to continue the newsletter monthly due to the overwhelming positive response from residents.

Organizational Chart for the Fire Department



Tactical Plan**Department: Fire****Director: Joe Kasuboski****Purpose: DEPARTMENTS SHALL CREATE 5 STRATEGIC PLAN ITEMS**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Fire Protection Goal 1 Chapter 13-2	Staffing for Safety and Emergency Response.	Village of Ruidoso and the Fire Chief	additional firefighters	Jan 2019	Continuous
Description: <p>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 fire fighters' stations 2 and 3 with two fire fighters. Part of this is due to some vacancies. Once all positions are filled we will have 4 firefighters at station 1, three firefighters at station 2 and 2 at station 2. 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 increased our personnel to try and 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 work "short-staffed", and this puts us even further below the NFPA standard. To maintain our coveted ISO 2 rating, we must demonstrate adequate staffing and we are underperforming in this area. We simply need more staff to continue to offer safe and effective fire protection and Emergency Response. Our request is for two more firefighters which would put the 3 shifts each at 7 personnel. While this is still 3 fewer (per shift) than the NFPA standard, it will help reduce the immense strain we are currently experiencing.</p> <ul style="list-style-type: none"> 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 have added skills and ops such as Water Rescue, Decontamination Teams, and Resource Mobilization for Wildland Firefighting. Apply for AFG Safer Grant for personnel recruitment and retention assistance in 2024. 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 					

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Fire Protection Goal 2 Chapter 13-2 Preparedness and emergency response policy 1.1	Fire Apparatus maintenance and replacement program to improve response to emergencies.	Fire Chief Director of Finance Village Manager State Fire Marshall's Office	FUNDING	Spring 2017	Continuous
<ul style="list-style-type: none"> The department maintains, services, and provides a diverse operation. The Ruidoso Fire department responses to all emergencies in the Village of Ruidoso and surrounding communities when requested. Which include Structure Fires, Medical, Haz Mat, Water Rescue, MVA, and Wildland Fires etc. The number of calls is 1800 per year. This fleet runs on a yearly basis with the 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 41 year old truck which does not meet NFPA or DOT standards. This engine alone cost us around \$2000 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. Planning through Finance and State Fire Marshals Office for replacing 1 Class A Apparatus in 2021. Received in December 2023 Ruidoso Fire continues to work through Resource Mobilization during wildland fire season and saves money for Trucks and equipment. New Mexico State Fire Marshals' Office grant funding annually is also a separate source for replacing Apparatus. Develop a financial plan for apparatus replacement program. <p>The replacement of 1 Class A Engine at Station 3 Ordered Delivery Date Jan. 2022 as of now new delivery date is August 2022 Postponed until February 2023.</p> <p>The replacement of 1 Class A Engine at Station 1 Need to order when new engine arrives and is in service work with Finance to order in 2024.</p> <p>The replacement of 2 Type 6 Engine/Rescues Need to order two in 2023- Purchased with State Fire Fund 2023- delivered September 2023.</p>					

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal 1 Ruidoso is well prepared for emergencies Policy 1.1	Fire Protection in the Village of Ruidoso ISO Class 2 Rating	Fire Chief Village of Ruidoso Water and Street	Support and funding to maintain staffing, apparatus, and equipment levels which will satisfy the requirements of ISO 2.	FY 19	Continuous
<p>DESCRIPTION: The ISO consists of several areas - Emergency Communications-RPD/RFD, Water Supply-RFD/Water, Fire Department Services-RFD, Training-RFD/VOR</p> <ul style="list-style-type: none"> • Staff has maintained all licensures, certifications, and training for qualified firefighting in the State of New Mexico. • 22 Emergency Medical Technicians are up to date for 2024. With one taking the training. • ISO collects and evaluates information from communities in the United States on their Structure fire suppression capabilities. The data is analyzed using our 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. <p>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 the fire protection for small to average size buildings. Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual PPC grade.</p> <p>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.</p> <ul style="list-style-type: none"> • The ISO rating 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. • 418k is the total with an intercept payment for Fire trucks of 90k, which leaves 318k to maintain buy and replace all requests from the Fire Dept. 					

- ISO rating survey will be scheduled in the spring of 2024.
- Made Repairs to trucks to improve ISO rating.
- Hire more staff to improve ISO rating.
- Purchase new equipment (Trucks, Water Tender)

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Fire Protection Goal 5 Chapter 13-2	Implement a Community Risk Reduction plan / program.	Fire Chief Fire Marshal Village Forestry	Support from VOR	FY 2021	Continuous

The Village of Ruidoso Community Risk Reduction Plan Development is a process to identify and prioritize local risks, followed by the integrated and strategic investment of resources to reduce their occurrence and impact. In other words, it is a process to help communities find out what their risks are and develop a plan to reduce the risks viewed as high priority. The steps involved in the CRR are conducting a Community Risk Assessment (CRA), developing a CRR plan, implementing the plan, and evaluating the plan.

The CRA is a comprehensive evaluation that identifies, prioritizes, and defines the risks that pertain to the overall community. It is a critical first step in the CRR process and results in a full understanding of the community's unique risks, capabilities, and characteristics.

- COMMUNITY RISK REDUCTION 2024: Smoke Detector Program & Elderly Fall Prevention
- FIRE SAFETY 2024: Implement new Fire Inspection program, new plan to be Business Inspections every other years, but annual is preferred. Educate businesses on fire prevention and fire extinguisher operations.
- Incorporate Staff and train to assist with fire inspections.
- Community Risk Reduction 2024: Continue smoke detector program and continue to reach out to area schools for fire prevention program.
- Fire staff will continue to participate in community events to promote fire prevention and risk reduction.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Fire Protection Goal 5 Chapter 13-2	Building and property Maintenance	Fire Chief VOR Finance Director Public works director Village Management	Support from VOR State Fire Marshal	2024	Continuous
<ul style="list-style-type: none"> With the aging infrastructure of the fire stations, we will need to make improvements to our facilities to assist with our ability to maintain the proper level of service to the citizens of Ruidoso. With the department growing and the number and types of calls received we have updated our fleet and equipment which means we will need to enlarge stations. Expansion of Fire Station 2- add two new bays with pull through capability to the south side of the building. (estimated cost \$600,000) All stations, driveways and parking areas need to be repaved. Add storage area at station 1. Add Covered parking to parking areas to protect trailers parked outside to all stations. Add sub-station to Wingfield Park area to help improve our ISO ratings and set up first aid station to be used during special events in that area. 					

Tactical Plan**Date: January 11, 2024****Department: Office of Emergency Management****Emergency Manager: Eric Queller**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal 1., Policy 1.1. Generators for Government Infrastructure	Add and maintain generators on critical facilities. Prioritizing Communication Radio Towers, Convention Center, Community Center, Emergency Operations Center, and Village Hall.	Office of Emergency Management, Dept. of Homeland Security and Emergency Management, and Capital Projects.	Finances Generators	2024	Continuous
Description: <ul style="list-style-type: none"> Ruidoso Office of Emergency Management needs to purchase six (6) backup generators for Village critical infrastructure. This is a mitigation/preparedness initiative to better increase our resilience to responding and recovering from disasters and or emergencies that impact our community. Steps need to achieve this goal: <ul style="list-style-type: none"> Apply for FEMA Hazard Mitigation 404 grant funding from the New Mexico Department of Homeland Security & Emergency Management. Working with contractors and electricians to identify generator capacity, installation, and other equipment needed. 					

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal 3, Policy 3.2, Action 3.2.A. Update the Emergency Operations Plan & Conduct Exercises	Update the Emergency Operations Plan, all 24 functional annexes, and corresponding SOPs. Then conduct exercises in accordance with the HSEEP process.	Office of Emergency Management Lead, All VOR Departments.	Time	2024	Ongoing
Description Past <ul style="list-style-type: none"> The Hazard Mitigation Plan has been updated in accordance with the FEMA and State regulations. The plan updates were funded through BRIC (Building Resilient Infrastructure and communities) grant. Complete Future <ul style="list-style-type: none"> The Office of Emergency Management will work with Village of Ruidoso Departments, Management, and Leadership to update and improve the Village of Ruidoso Emergency Operations Plan and its 24 functional annexes. These annex's include Annex A- Warning, B- Communications, C- Sheltering and Mass Care, D- Radiological Protection, E- Evacuation, F- Firefighting, G- Law Enforcement, H- Health and Medical, I- Public Information, J- Recovery, K- Public Works, L- Utilities, M- Resources Management, N- Direction and Control, O- Human Services, P- Hazard Mitigation, Q- HazMat, R- Search & Rescues, S- Transportation, T- Donations Management, U- Legal, V- Terrorism, X- Immediate Aftermath, and X- Debris Management. Then put the plan to the test with discussions, Tabletop Exercise, Drills, and Full-Scale exercises. Steps need to achieve this goal: <ul style="list-style-type: none"> The Office of Emergency Management will work with each department to update their responsible annex to the Village Emergency Operations Plan. Once the plan is updated the OEM will work in setting up an annual exercise to test the response of the Village of Ruidoso and the Emergency Operations Plan. 					

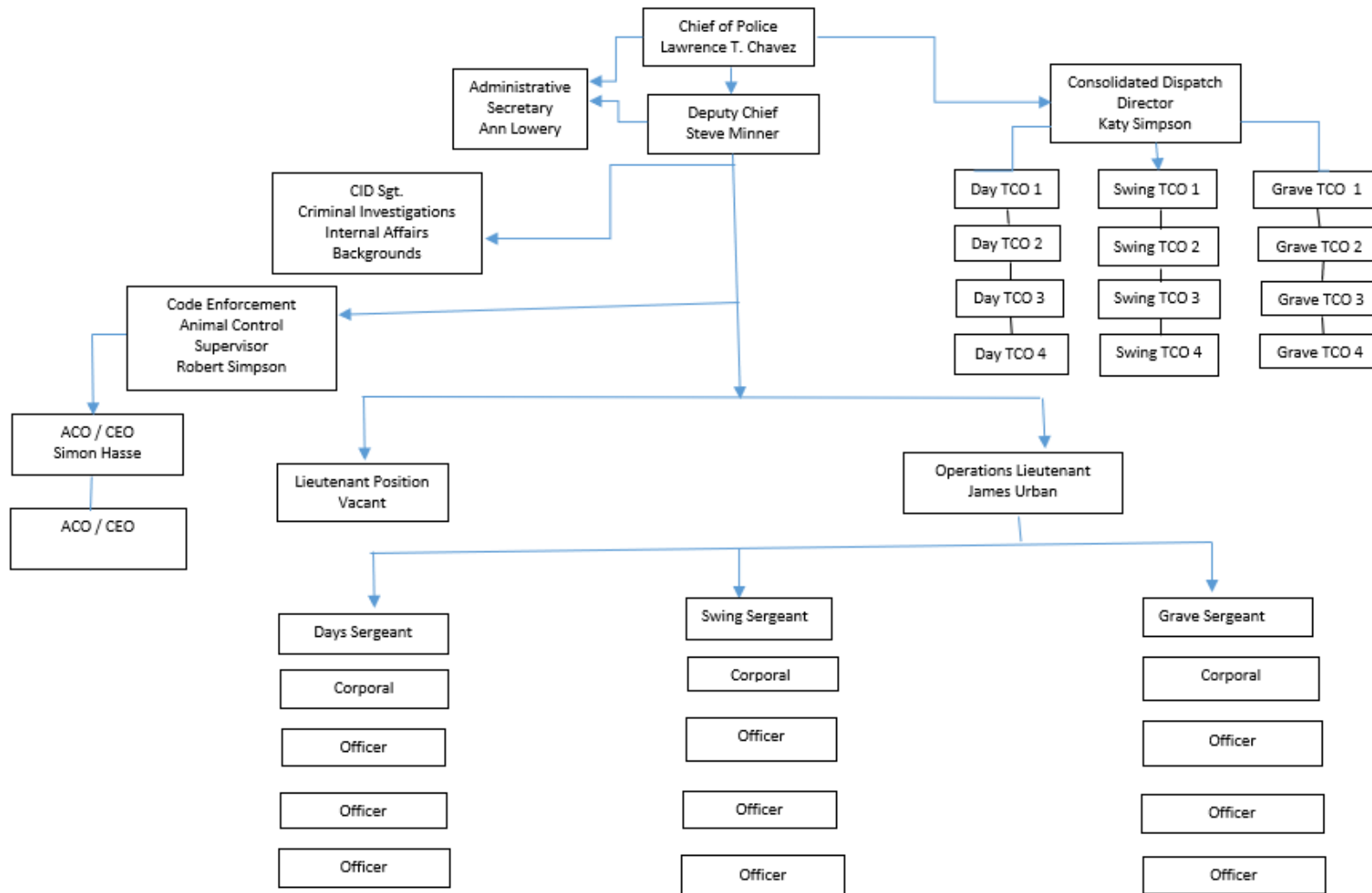
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Service Goal 1, Policy 1.1, Action 1.1A Establish a full-time "Warm" Emergency Operations Center	Move the Emergency Operations Center from Fire Station one into the New Horton Complex	Office of Emergency Management, VOR Leadership, Capital Projects, Dept. of Homeland Security & Emergency Management	Grant Funding Equipment	2024	2025
Description <ul style="list-style-type: none"> The Village of Ruidoso Emergency Operations Center (EOC) is currently housed in the Ruidoso Fire Department Station One (1) training room. If an emergency or disaster were substantial enough to activate the EOC, it would take 1-2 hours to set up the room for operations. Once moved to the new building, having a "warm" EOC will cut the activation time by 98%, as all that would occur would be the staff's staffing of the roles and then bringing in the equipment. Steps need to achieve this goal: <ul style="list-style-type: none"> Working with Village of Ruidoso management, capital projects, and design consultants to identify and design an area within the Horton complex to house a "warm" Emergency Operation Center. The Office of Emergency Management will look into and submit for FEMA funding to the New Mexico Department of Homeland Security and Emergency Management for their Local Emergency Operations Center Grant. This will help purchase equipment that will be in the EOC. 					

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Hazard Mitigation Goal 2, Policy 2.1. Outdoor Warning System & Radio Station Tower	Maintain, upgrade, update, and replace sirens. Harden and Generate VOR radio station & radio station tower.	Office of Emergency Management, Finance, Capital Projects, and VOR Management	Grants, Sirens	2024	Ongoing
Description Past: <ul style="list-style-type: none"> The Office of Emergency Management purchased 3 additional sirens during last fiscal year. These sirens are in the process of being installed across the Village of Ruidoso. These locations include: <ul style="list-style-type: none"> Fire Station One. End of Merlyn Drive, “Hells Hole” well. Upper Canyon. These sirens will be placed in their designated spots by summer of 2024. Future: <ul style="list-style-type: none"> Purchase and install an additional three (3) outdoor warning sirens across the Village of Ruidoso. Sirens are only one part of the Ruidoso Emergency Alert System. They are used only during critical periods when the public must be informed of a life-threatening hazard, requiring them to tune in to the VOR AM radio station for additional life-saving information. Steps need to achieve this goal: <ul style="list-style-type: none"> Apply for FEMA hazard mitigation 404 funds under advanced warning to purchase three (3) additional outdoor warning sirens. Currently OEM has budgeted to purchase these three (3) sirens grant free this fiscal year. These sirens will either replace older sirens or add sirens to the system. Under that same grant, apply for funds to cover the radio station tower so that if the power does become compromised, we can still issue messages to the VOR radio station. 					

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Hazard Mitigation Goal 1. Local, State, and Federal grants for Emergency Management & Public Safety	Apply for local, state, and federal grants pertaining to Mitigation, preparedness, response, and recovery	Office of Emergency Management, Department of finance, Department of Homeland, Security, and Emergency Management	Funding for matching percent of funding.		
Description <ul style="list-style-type: none"> These grants help improve our ability to mitigate against, prepare for, respond to, and recover from disasters in accordance with both Homeland Security presidential directives 5, 7, and 21—the purchasing of disaster-related response equipment like mobile light towers, generators, and Mobile Command Posts. The facilitation of response trainings for VOR staff and responders. Steps need to achieve this goal: <ul style="list-style-type: none"> Apply for these grants when they become available and work with VOR finance to help allocate the match funding. Identify the needs of the community and work on addressing those needs. 					

Organizational Chart for the Police Department

POLICE DEPARTMENT ORGANIZATIONAL CHART



Tactical Plan**Date: January 22, 2024****Department: Police Department****Director: Lawrence T. Chavez**

COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Economic Development Goal 1,2,3 Supporting this by providing a safe community	Recruitment, retention, and turnover of personnel.	Chief of Police, Deputy Chief	\$316,205.00	Immediately	Until filled
<p>For years, law enforcement agencies offered good, stable employment. A readily available workforce enabled many police leaders to ignore the importance of recruitment. Today, employers nationwide, including the Ruidoso Police Departments, report having difficulty attracting and retaining enough employees. In an attempt to curb this trend, in December 2023 a recruitment and retention committee was created and has had 2 successful meetings in January 2024. The list of needs below could assist in this initiative.</p> <p>Needs:</p> <ul style="list-style-type: none"> • Develop comprehensive recruitment strategies to attract qualified officers. • Increase salaries to be competitive to neighboring departments and state agencies by granting 10% increase to personnel budget. • Implement recruitment techniques which would include the internet, new papers, and social media. Attend career fairs at nearby military bases. • Create a developmental program to mentor officers early in their career to create buy in and essentially eliminate turnover of officers. • Expand take home radius to 50 miles to attract officers from other jurisdictions. • Policy changes to recognize promotion and retention strategies. 					

COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Economic Development Goal 1,2,3 Supporting this by providing a safe community	Replace Roof, modify booking facility, replace all access control points at the Police Department	Chief, Deputy Chief, Executive assistant.	\$150,000.00	Immediately	2025
<p>DESCRIPTION: Improvement of Police Department booking facility History: The Village of Ruidoso acquired the building that is now the Ruidoso Police Department in 1999. The building was built as a bank, and as such, the building has been revamped to accommodate a Police Department. It has served very well, however does not have the feel, or look of a Police Department.</p> <p>The roof was replaced last year; however, it has had a few leaks and quotes are being acquired to repair the issues. The booking room within the Police Department has served its purpose, however due to age and abuse by persons being booked, the holding facility needs immediate attention. The area needs to be modified so that it prevents inmates from being able to harm themselves. This could lead to a huge financial impact if a suicide was completed within the cell.</p> <p>Needs:</p> <ul style="list-style-type: none"> • It is imperative that a secure temporary holding facility be provided to detainees held for interrogation, arrest processing, or transfer to another facility. It is imperative that this facility complies with local and state fire code, have a standard for suicide prevention, and adequately hold inmates with disabilities, illness or injury and maintain these facilities in a sanitary and safe manner. • Upgrade of the Chiefs administrative offices • Re vamp abandoned planter boxes inside Police Department • Varnish all wooden exterior doors to give professional appearance of the police department • Make changes to the entryway to invite visitors and members of the general public into the Police Department 					

COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Records Management	Accreditation of the Police Department	Chief, Deputy Chief, and Accreditation Manager		Immediately	2022
<p>DESCRIPTION: Accredit the Police Department to be in compliance with the New Mexico Association of Chiefs of Police there are 219 Standards that will be met within a two year timeframe.</p> <p>History: Accreditation is the best measure of an agency's compliance with professional law enforcement standards, as determined by the Professional Standards Council. The Council consists of police chiefs and sheriffs selected for their expertise and knowledge. Adherence to an acknowledged body of professional standards may help protect an agency against a variety of potential liability problems.</p> <p>Additionally, Accreditation:</p> <ul style="list-style-type: none"> • provides the framework for professional self-inspection • assist agencies in effective and efficient policy development • helps address high liability issues • enhances agency moral • enhances delivery of services to citizens • Beginning with the fiscal year after accreditation is achieved; a 5% reduction will be applied to the Law Enforcement Liability Contribution of the municipality or county (if insured either through the NM Self Insurers' Fund or through the NM County Insurance Authority). NOTE: To continue receiving the 5% reduction, agencies must maintain accreditation status; and this reduction does not apply to the Recognition Program. <p>Needs:</p> <ul style="list-style-type: none"> • Develop and update Police Department Policy's • Restructure organizational chart to create a Lieutenants position to become accreditation manager responsible for the development and update of Department accreditation process. • Upgrade holding facility • Secure on site backup generator • Acquire accreditation software or similar platform to maintain policy, discipline, training, and notify administration of possible employee issues. • Upgrade Training curriculum established by Ruidoso Police Department. • Maintain standards to continue bi yearly compliance with the accreditation program. 					

COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Economic Development Goal 1,2,3 Supporting this by providing a safe community	Community Policing Initiative	Director	\$4,500.00	March 2025	May 2025
<p>DESCRIPTION: Continue to maintain an initiative to embrace procedural justice by providing the community opportunities to understand and share their perspective on policies and procedures which will create collaboration with a philosophy of “Prevent Crime Together”</p> <p>History: In 2021 The first Ruidoso Citizens Police Academy was created to educate the public and gain public trust. The CPA has been a VERY Successful course and continues to get bigger.</p> <p>Needs:</p> <ul style="list-style-type: none"> • Create open environment to educate the citizens and create public trust • Support to get community stakeholders involved in the community policing initiative • Work in collaboration with council to gather involvement from the elected officials and the community stakeholders 					

COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Economic Development Goal 1,2,3 Supporting this by providing a safe community	Update and acquire equipment	Director	\$312,500.00	Immediately	Until completed
<p>DESCRIPTION: Continue updating the fleet of Police Vehicles to eliminate reoccurring maintenance costs to keep our officers in service.</p> <p>History: Because of the COVID pandemic, there was a time when police units were not readily available, which put the Ruidoso Police Department in a position where we were not able to get new units for almost two years. During that time, call for service never quit coming in and miles on vehicles continued to grow. Although we have received backordered vehicles, we are still in need of police units to be able to repurpose police units to other departments or auction them off.</p> <p>Needs:</p> <ul style="list-style-type: none"> \$312,500.00 to Purchase 4 fully equipped Police units 					

Tactical Plan**Date: January 24, 2024****Department: ACO/ Records/ Detectives & Evidence (45)****Director: Lawrence T. Chavez**

COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal 5. Sustainable construction and renovations that have less impact on natural resources are promoted.	Policy 5.2. Prevent property from extended periods of vacancy or neglect.	Chief, Community Development, and AOC	\$94,606.50	January 2024	Completed
Description Vehicles for ACO / Code Enforcement Steps need to achieve this goal: 1. Two ¾ ton ACO trucks that would have plows built into the system					
COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal 6. The Village uses technology to improve emergency response and efficiencies across departments.	Evidence Accountability	Chief	\$10,000	July 2024	December 2024

Description

This goal will create accountability for all evidence stored in RPD custody. An independent outside auditing firm will conduct an audit to ensure policies and procedures are being followed. Follow up audits will be scheduled as needed.

COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal 6. The Village uses technology to improve emergency response and efficiencies across departments.	Criminal Investigations	Chief/ Lt. Minner	\$10,000	Jan. 2024	Jan. 2025

Description

AMPED 5 Software will enhance video and still photos for processing evidence and identifying suspects in crimes.

Tactical Plan**Date: January 22, 2024****Department: Consolidated Dispatch (47)****Director: Lawrence T. Chavez / Katy Simpson**

COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal 6. The Village uses technology to improve emergency response and efficiencies across departments.	Recruitment and Retention of Dispatchers.	HR Manager Police Chief Dispatch Sup.	HR Guidance and Advertisement to Post Jobs, Attend Job Fairs. \$10,000	January 2024	Positions Filled
Description Currently, we have 5 vacancies. After consolidating with Ruidoso Downs, the incoming staff did not stay onboard.					
Steps need to achieve this goal: <ol style="list-style-type: none"> Identify employees at risk. Create an attractive workplace and promote positive morale. Use intuitive strategies for recruitment Communicate and show your desire to retain the employee. Develop a retention plan. 					

COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal 6. The Village uses technology to improve emergency response and efficiencies across departments.	Relocation into the Horton Complex	Chief & Dispatch Sup./ Capital Projects		Fall 2024	June 2025
Description Work was completed and operations began in September 2023. This has created a state of the art facility that houses the Ruidoso Police Department dispatch operations. As with any move to a new facility there were a few unforeseen issues that have been corrected. The long anticipated move has been a very good fit for operations.					
COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal 6. The Village uses technology to improve emergency response and efficiencies across departments.	Policy Creation for Dispatch to become Accredited	Chief & Staff, Dispatch Sup.	Legal Review/ Board Support	Jan. 2024	Till completed
Description Update, review, and rewrite the JPA and process for appointing board members. JPA needs to be updated to reflect: <ul style="list-style-type: none"> • Financial responsibilities from each agency • Roles And Responsibilities, • Structure Of Operations • Legal review of all items in JPA Policies will be created in accordance with the NMML best practices for dispatch to become accredited.					

COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal 6. The Village uses technology to improve emergency response and efficiencies across departments.	Upgrade Equipment	Dispatch Supervisor / Chief of Police	\$75,000	January 2024	December 2025
Description The current Emergency Medical Dispatch (EMD) has been in place for well over 25 years. As technology changes, so does the need to upgrade outdated equipment. The current EMD is utilized by dispatchers during emergency calls by flipping through a chart. The purchase of a new state of the art EMD is a necessity to continue the success of the department.					

Organizational Chart for the Public Works Department



Tactical Plan**Date: 1/11/2024****Department: Public Works; Water Distribution/ Sewer Collection Division****Director: Adam Sanchez**

GOAL	STRATEGIC PLAN ITEM – Priority #1	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Utilities Goal 4 Policy 4.1	Rehab existing sewer and Manholes, Lift stations and Hazard Mitigation	Public Works Director Asst. Finance Director	FEMA 36,000,000+ To maintain existing service	2008	June 2024
<p>DESCRIPTION:</p> <p>Rehab of existing manholes and sewer lines has been completed and closed out with a final change order for a deduction of \$1,103,431.05 total project cost of \$7,310,182.83. Village of Ruidoso: Total Sewers Lined: 21,964 feet (4.16 miles of 8", 10", 12", 15", 18" and 21" sewers) Removed and Raised Manhole Concrete Tops: 18 total. Relocated or Replaced Existing Sewers. 8-inch sewer: 212 feet (Malone Rd) 8-inch sewer: 210 feet (Fern Tr) 12-inch sewer: 265 feet (between Country Club Dr & River Tr) Point Repairs to Replace Damaged Sewer: 12 total. Service Laterals Sealed After New Pipe Liner Installed: 49 total. City of Ruidoso Downs: Total Sewers Lined: 26,676 feet (5.05 miles of 15", 18", 21" and 24" sewers) Rehabilitated Interior Surfaces of Manholes: 66 total. Removed and Raised Manhole Concrete Tops: 15 total. Point Repairs: 1 total. Service Laterals Sealed After New Pipe Liner Installed: 5 total. Complete</p> <p>Lift stations This project will be 2 new lift stations one will be at main road and Sudderth that will divert flow from sleepy hollow and it will be pumped to Sudderth from upper canyon, the other will be on sleepy hollow and pump across the river on bridge. This project was bid out and the Village contracted SmithCo Construction for this project. SmithCo has installed the circle lift station and the force main to Sudderth, all manholes have been installed and paving has been completed. SmithCo has installed lift station and force main across Sleepy Hollow bridge, new manhole has been installed. Complete</p> <p>Hazard Mitigation Has been broken down into 9 sites from the original 40 sites due to funding. The 9 sites identified are 6 locations in Upper canyon 1 at 100 Mechem dr. and 2 between Fern Tr. and Leach Dr. IFB was advertised and AUJ was selected for construction. All Easements have been obtained by the Village. AUJ has completed all sites except for 5b and 5c at north loop Upper canyon these sites are approx. 60% complete and the reseeding that will be completed in the spring of 2024. Meets current strategic plan goals in sustainability in maintenance and infrastructure investment. Level of service will be the same.</p>					

GOAL	STRATEGIC PLAN ITEM – Priority #2	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Utilities Goal 1 Policy 1.1 Action 1.2A 1.2.B	Replace aging infrastructure Water line replacement, extension of sewer lines to non-serviced areas, Country club Subdivision.	Public Works Director Asst. Finance Director	G.O. bond funding, department time and engineering manpower	2024	Ongoing
DESCRIPTION: G.O. Bond Where voted in 2015 to replace aging water infrastructure and to add fire protection to areas in need. Village of Ruidoso issues 1.5 million each year for these various projects. Current Strategic goal for this item, sustainability protection and maintenance of infrastructure investments the village has leveraged the G.O. Bond funds and contracted Sauder Miller and Associates for engineering, Current status of engineering is 80% for water only. Innsbrook service line replacement, replace 98 services in the Innsbrook subdivision contracted to General Hydronics. 2. Public safety and protection. This capital investment has the potential to reduce cost of service overtime by reducing repairs to old lines. Level of service must at minimum remain the same.					
GOAL	STRATEGIC PLAN ITEM – Priority #3	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Utilities services goal 1 policy 1.1 action 1.1.E and goal 3 policy 3.2 action 3.2.c	Master Plan and Rate analysis	Public Works Director	Water \$312,366	2022	ongoing
DESCRIPTION: Completion of the master planning and rate analysis for the Water Distribution/Sewer Collections Department. Master plan has been completed. Steps need to achieve this goal: Continue to work with engineers to develop rate analysis. Funding has been identified and PO's have been issued.					

GOAL	STRATEGIC PLAN ITEM – Priority #4	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Utilities Goal 1 Policy 1.2 Action 1.2A	Construct a new Water/ Sewer utility building and yard	Public Works Director Finance	Engineer, Architect Construction Consultants	Spring 2020	2024
<p>DESCRIPTION: Department 220 has been trying to move out of the annex building to have a place to store equipment and parts and have a place for the crews. The Village has hired White Sands Construction to construct the utility building. The building has been constructed and water and sewer crews have moved into building. The Village has also purchased an additional piece of land and metal building that will be shared by Solid Waste and Public Works. The building now has electrical and lighting as well as water and sewer service, a P.O. has been issued to CRS Plumbing to run gas and water lines as soon as gas service is connected. Solid Waste will utilize this location for a future convenience station as well. Current strategic goal, sustainability and maintenance of infrastructure.</p> <p>STEPS TO ACHEVE GOAL: This new facility will reduce cost of service by providing ease of access and create better storage. Level of service will be increased due to expansion and re-organization of assets.</p>					
GOAL	STRATEGIC PLAN ITEM – Priority #5	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Utilities Goal 2 Policy 2.1 Action 2.1c	Cutler Repaving Project	Deputy Village Manager, Public Works Director	2022 \$3.5 million 2023 1.4 million	2022	2023
<p>DESCRIPTION: In 2022, the Village partnered with the Lincoln County and received a grant in the amount of 3.5 million from NMDOT to do a Cutler repaving project. The roads that have been completed are Gavilan Canyon, Warrior Dr., Paradise Canyon, and Upper Sudderth drive. In 2023, the Village continued to do road improvements on Hull Road, Reese Drive, and Service Road in the amount of 1.4 million. Complete.</p>					

GOAL	STRATEGIC PLAN ITEM – Priority #6	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Utilities Goal 1 Policy 1.1 Action 1.2A 1.2.B	Replace aging infrastructure Water line replacement, extension of sewer lines to non-serviced areas Pine Cliff Subdivisions	Public Works Director Asst. Finance Director	CDBG funding + G.O. bond funding, Department time and Engineering Manpower	Present	Ongoing
DESCRIPTION: <p>G.O. Bond was voted in in 2015 to replace aging water infrastructure and to add fire protection to areas in need. Village of Ruidoso issues 1.5 million each year for these various projects. Currant strategic goal for this item, sustainability protection and maintenance of infrastructure investments the Village is currently using G.O. bond funds for the replacement of the water infrastructure and the patching of roads in the Pine cliff subdivision. The Village has Contracted with Sauder Millar and Associates for engineering of this project. Engineering has been completed. Sauder Miller has phased this project into 5 separate phases. J&H services has been contracted for the replacement of the water infrastructure and approx. 30% has been completed. The sewer collections department has been and will continue to do sewer line extensions to areas that do not have sewer following the sewer master plan. Meets currant strategic goal of sustainability and maintenance of infrastructure investment. Greater level of service by giving sewer service to those who do not have it. No impact on cost of service.</p> <p>2. Public safety and protection. This capital investment has the potential to reduce cost of service overtime by reducing repairs to old lines. Level of service must at minimum remain the same.</p>					

Tactical Plan**Date: 2024****Department: Water Distribution Sewer Collections****Purpose: DEPARTMENTS SHALL CREATE 5 STRATEGIC PLAN ITEMS**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal 4 policy 4.3 action 4.3.A	Retain manpower and Recruit manpower	Water Manager Public Works Director	Pay Plan	Spring 2022	2024 Or until filled

Description

The Water Distribution Sewer Collections department is currently trying to fill vacant positions, we are understaffed in various everyday projects, and this is a liability and safety hazard for the public, our employees, and the Village of Ruidoso. Capital investment would help with an even higher level of service. The strategic goals are public safety and protection and engaged and energized workforce.

Steps need to achieve this goal:

Continue to Work with Human Resource Department to recruit and work on new pay plans to attract employees.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Utilities 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 update equipment	2021	Ongoing

DESCRIPTION:

The Water Distribution Sewer Collections Department has many Key vehicles/Equipment that need replacement.

The first piece of equipment we would like to replace is the 2008 420g Backhoe, this equipment is becoming unreliable and has many mechanical issues, the backhoe will be auctioned off and we would like to lease another and keep the lease going on a rolling 5 year replacement. Lease Backhoe on order.

The second piece of equipment that would benefit the department is a 44o backhoe to life sewer manholes during projects, and unloading manholes when they are delivered. It would also serve as a backhoe for digging up sewer line for repairs and install.

The third piece is the 2012 International Vactor truck. This truck is used daily for sewer issues and standby for the FEMA sewer project. We would like to lease a new Vactor truck and keep the lease going on a 5 year replacement. Approved by council 1-09-2024, on order.

The fourth is a 1.5 ton utility truck this is a 2008 Chevy CK4500 this truck is used daily for water line repair, and it is a key piece of equipment for 220 as it must pull our Ditch witch and all the tools for maintenance and repair we would like to replace with a 1 ton diesel pickup. This department has received 4 ¾ ton diesels and has taken the 1.5 ton out of service and awaiting auction.

The Water distribution/ Sewer collections Department did receive funding and purchase a Valve exercise machine and a new Jet rodder in 20-21 the Valve Machine has been purchased and received along with the Vactor Jet rodder. All equipment has been budgeted for and in the process of locating equipment.

This milestone will be reached when we receive the equipment. Current strategic goals are sustainability and maintenance of infrastructure, public safety, and protection, and engaged and energized workforce. The cost is in capital investment which will reduce the O & M and C.O.S needed to Maintain antiquated equipment at current L.O.S

GOAL	STRATEGIC PLAN ITEM	RESPSIBLE PARTY	Resources Needed	Starting Date	Ending ate
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

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.

There are Valve Boxes and manholes throughout the Village that have been paved over and sit below grade that need to be raised.

Steps need to achieve this goal:

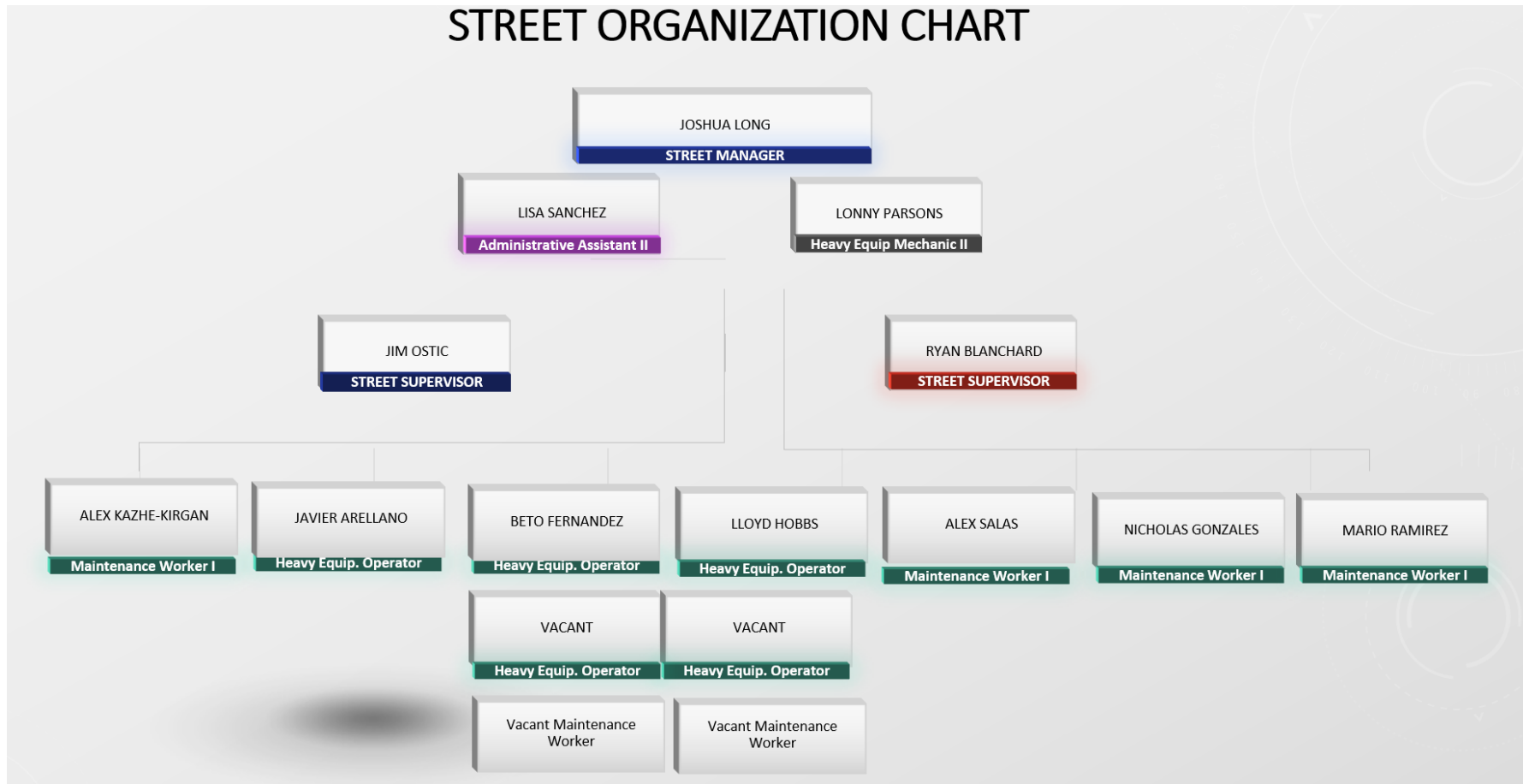
Funding Needs to be identified.

Procurement to hire contractors.

Identify portions of town to begin raising Valve boxes and Manholes.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending 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	\$600,000 and inspector required	2021	Ongoing
<p>DESCRIPTION: Rehab and replace 3 Lift stations. Gavilan Canyon will need to be relocated and rails, and piping needs to be replaced along with new control panel.</p> <p>STEPS TO ACHIEVE GOAL: Cree Meadows will need a new control panel; Guenevere will need to completely rehab new pump system plumbing railing system vault needs sealed and control panel with Staff is currently working with an electrician and PNM to update the electrical. Level of service will stay the same. Cost of service could reduce due to update equipment. Current Strategic Goal: Sustainability and Maintenance of Infrastructure Investment. Estimates have been obtained through JCH and will be put on council February 2024.</p>					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending 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
<p>Description: The Water Distribution Department has an obligation to the Public to provide adequate fire protection within the Village. The Village is in need of the addition and replacement of fire hydrants this will also help in maintaining our current ISO rating. Along with the Fire hydrant maintenance and replacement this department needs to further maintenance and replace valving within the Village to help isolate water during water breaks.</p> <p>Steps need to achieve this goal: Recruit and maintain personnel to provide the level of service needed to continue this program. Also dedicate funding each year to this program.</p>					

Organizational Chart for the Streets Department



Tactical Plan**Date: 1/12/2024****Department: Streets Department****Manager: Joshua Long**

GOAL	STRATEGIC PLAN ITEM – Priority #1	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Transportation Goal 4 Policy 4.3 Action 4.3a	MAP	Street Manager	Department time funding from state	2024	2025
Description Country Club MAP project. Grade existing bar ditches and replace culverts as needed. Level course and overlay. The cost of this project is (\$285,300) the state pays 75% (\$213,975) and the Village will pay 25% (\$71,325) which will be done with in-kind services. The currant strategic goals for this project are sustainability and maintenance of the infrastructure, public safety and protection, financial sustainability to maintain a high level of service. Cost of service will remain the same. First milestone will be completion of drainage by spring of 2024.					
Steps need to achieve this goal: The steps needed to complete this is the manpower, equipment, and funding from the state					
The street department has completed the upper Sudderth MAP project which included Upper Sudderth, D Street, and Resort Dr. This Project was closed out in June of 2023 100% complete.					

GOAL	STRATEGIC PLAN ITEM – Priority #2	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Transportation Goal 4 Policy 4.3 Action 4.3a	CO-OP	Street Manager	Department Time Funding from the state	1-2024	12-2024
<p>Description Innsbrook Village CO-OP. To mill and pave Innsbrook Village level course surrounding roads and overlay. The cost of this project is (\$257,077) The state will pay 75% (\$192,808) and the Villages part will be 25% (\$64,269). The current strategic goals for this project are sustainability and maintenance of infrastructure, public safety and protection, financial sustainability, Will maintain level of service, Budgeted for in-kind services. Cost of service will remain the same.</p> <p>Steps need to achieve this goal: The steps needed to complete this project is funding from the state and department time and manpower.</p> <p>The street department has completed Carters Park and Wingfield Park CO-OP project. This project was closed out in Dec of 2023 100% complete.</p>					
GOAL	STRATEGIC PLAN ITEM – Priority #3	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community services goal 1 policy 1.1 action 1.1.E and goal 3 policy 3.2 action 3.2.c	Maintain and keep upgraded equipment	Street Manager	More funding to update vehicles	2023	2024
<p>Description The Street Department has many vehicles and is constantly working on replacing and updating equipment. The following is in most need to be replaced at this time: 2003 Broce broom, two 2003 dodge Dakotas for bigger trucks for more applicable everyday usage. 1996 f-150 four wheel drive, 96 Chevrolet utility truck, fuel truck, 1991 Chevrolet stake bed, 2007 Tymco road sweeper (Totaled), 1999 freightliner water truck</p> <p>Steps need to achieve this goal: This milestone will be reached when we receive the equipment. Current strategic goals are sustainability and maintenance of infrastructure, public safety, and protection, and engaged and energized workforce. The cost is in capital investment which will reduce the O & M and C.O.S needed to Maintain antiquated equipment at current L.O.S</p>					

Steps need to achieve this goal:

1. Superior Road Broom \$90,000
2. Mechanics truck \$70,274
3. Two Peterbilt 14-yard dump trucks with plows and salt spreaders, total estimated cost: \$655,186.
4. Total estimated cost: \$815,460 dollars.

Steps need to achieve this goal:

We have received the following equipment.

1. D-5 Caterpillar dozer July of 2023
2. 950 Caterpillar loader July of 2023
3. We have received two Pelican Street sweepers to replace Tymco Street sweeper
4. Superior power broom Dec 2023

We are getting new quote sent for a Peterbilt 12 yard dump truck because they quit making the 365 model that where quoted for.

GOAL	STRATEGIC PLAN ITEM – Priority #4	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Transportation goal 4 policy 4.3 action 4.3.A	Retain manpower, manpower	Street Manager	More funding	Spring 2024	Spring 2025 or until filled

Description

The street department is currently trying to fill vacant positions. We are understaffed in various everyday projects this is a liability and safety hazard for the public, our employees, and the village of Ruidoso. We are requesting more people in the maintenance worker level position, total of \$54,080 per person with benefits. Capital investment would help with an even higher level of service. The strategic goals are public safety, protection, and an engaged and energized workforce.

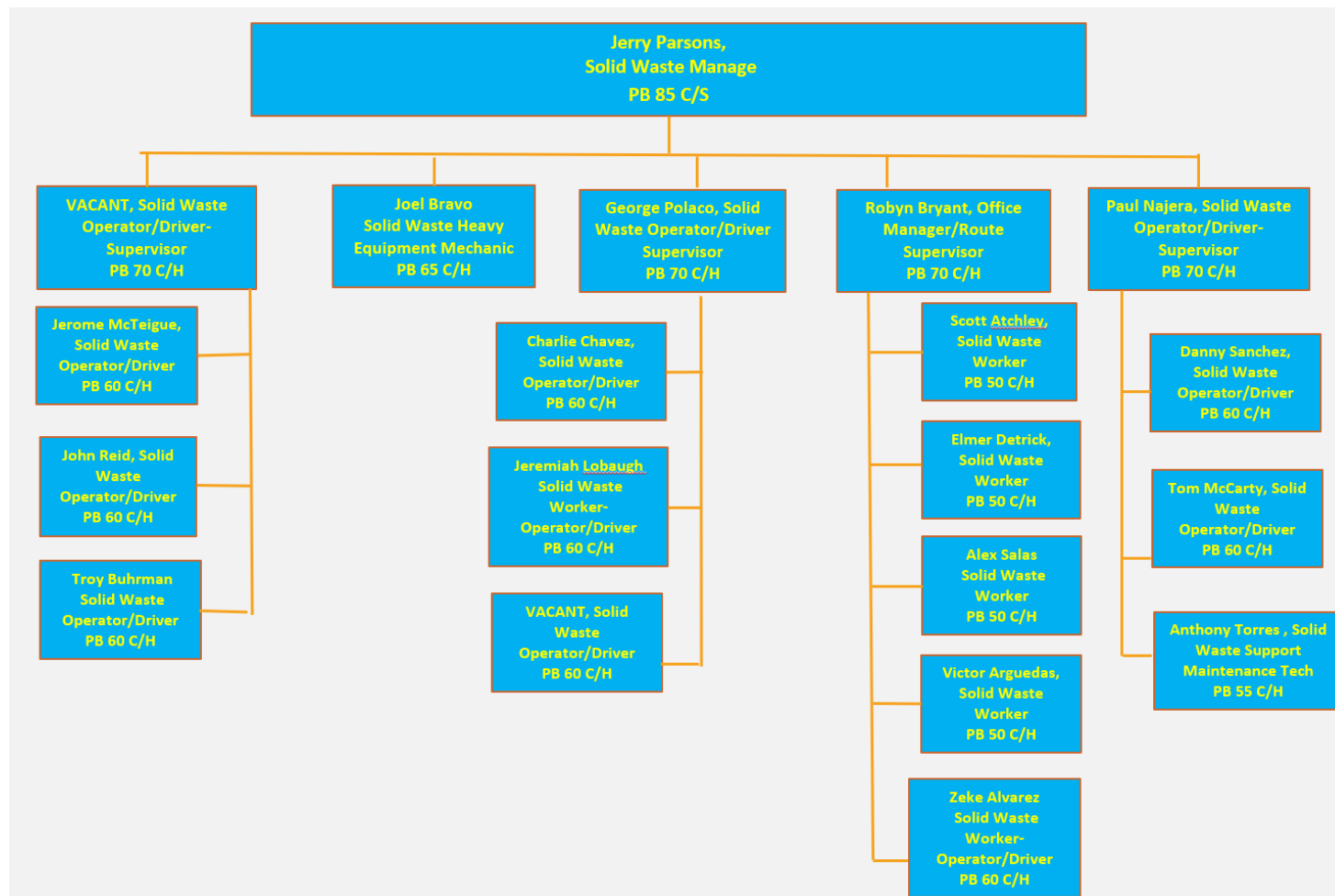
Steps need to achieve this goal:

The street department has been budgeted for sixteen employees and we are currently at ten positions filled.

GOAL	STRATEGIC PLAN ITEM – Priority #5	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community services goal 1 policy 1.1 action 1.1.E	Buildings, Hot Plant, Property Maintenance/Repair	Street Manager	Funding for building maintenance	2024	2025
<p>Description</p> <p>The Street Department facilities are older buildings, and the Hot Plant is very antiquated. The Street Department is a General Fund department with limited funds. The department facilities need some repairs that will cost up front, but once it is accomplished then the facilities must be routinely maintained once all repairs have been done. The street department would need to be funded more money in the line items to accomplish the goal. The following would be the repairs being requested:</p> <ol style="list-style-type: none"> 1. Leaking roof over shop \$30,000 2. Plumbing for new sewer line inside facility and tie into sewer system \$20,000 3. Contractor to fix ceiling in offices and install doorway in back office \$15,000 4. Fix roof on loader bay \$10,000 5. Spare parts for hot plant so we don't have to wait \$10,000 annually <p>Current strategic goal is sustainability and maintenance of infrastructure the cost of service would increase by \$10,000 with a onetime capital investment cost of \$80,000 to maintain current L.O.S.</p> <p>Steps need to achieve this goal:</p> <p>Continuous funding for maintenance of infrastructure of street department.</p> <ol style="list-style-type: none"> 1. The roof over shop has been fixed. 2. Ceiling in offices has been fixed and door has been installed. 					

GOAL	STRATEGIC PLAN ITEM – Priority #6	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Transportation Goal 4 Policy 4.3 Action 4.3a	Asset Management plan for Village Roads	Street Manager	Funding from budgeted funds	2024	2025
<p>Description</p> <p>The Village of Ruidoso is looking to develop a Transportation Asset Management Plan for the Village road network. The road network within the Village contains approximately 300+ miles of road. The purpose of this management plan is to assess the current road conditions and evaluate the level of improvement that can be achieved with the current level of funding. The Villages goal is to determine the sensitivity of road improvements at associated level of investment.</p> <p>The roadway asset management plan (AMP) is a tool that will help the Village make decisions on how to manage the network of local roads. The roads within the Village represent the millions of dollars of infrastructure that have been made over a period of decades of work. As with most infrastructure, roads deteriorate over a period due to use and weather and therefore require an appropriate level of repair to maintain the investment made by the community.</p> <p>The basic components of an AMP are as follows:</p> <ol style="list-style-type: none"> 1. Inventory 2. Condition Assessment 3. Funding Analysis 4. Capital improvement plan <p>The components of the plan are primarily formulated to document:</p> <ol style="list-style-type: none"> 1. The road assets that the Village owns 2. The current condition of each of the road assets 3. The funding anticipated to maintain or improve the road network 4. The process for prioritizing and implementing capital improvements <p>Estimated one time cost \$250,000.</p> <p>Steps need to achieve this goal: Funding from the Village.</p>					

Solid Waste Organizational Chart



Tactical Plan**Date: 1/11/24****Department: Solid Waste****Director: Jerry Parsons**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending 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 workforce.	FY 2024	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 acquisition 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 Rolloffs USA.					
Steps need to achieve this goal: Council approval and if approved, order dumpsters.					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal 2 Policy 1.1 Action 1.1.E. Goal 2 Policy	Replacement of Grapple Truck, to replace 2000 Grapple Truck.	Director and Supervisors of Solid Waste.	Maintain current funding and service level with existing workforce and	2024	2024

3.2. Action 3.2.B and C			updated equipment.		
<p>Description: The Solid Waste Department utilizes a unique set of specifications for all its heavy equipment and as such grapple trucks are required to navigate and work on very narrow streets and typical surfaces that are uneven, and very steep. 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). With the way pricing has gone up, the truck will cost about 400,000.</p> <p>Steps need to achieve this goal: Council approval and if approved, getting the specifications approved by Peterbilt.</p>					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Comprehensive Plan: Health and safety. Services Goal 3	Update Container Shop with spray insulation.	Director and Supervisors of Solid Waste	Maintain current funding and service level with existing workforce and equipment.	Project is to be started in 2024.	2024
<p>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, and this will help with the heating bills.</p> <p>Steps need to achieve this goal: Council approval and if approved, getting the Company from El Paso to do project.</p>					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Comprehensive Plan: Health and safety. Services Goal 4	Update Transfer Station with new fire protection.	Director and Supervisors of Solid Waste	Maintain current funding and service level with existing workforce and equipment.	2023	2024

Description:

During our rate analysis sight visit, it was mentioned that there was a new way that had come out, for fire safety. The system will tie into the fire hydrant next to the building, and have a line come into the building with pressure water to put out fires that may start. The estimated cost will be around 5000.00 to 6000.00. We strongly believe that it would be beneficial to the Village to update to the new way.

Steps need to achieve this goal:

Council approval and if approved, get the quotes.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal 5	Replacement of Refuse Truck, to replace 2007 Refuse Truck.	Director and Supervisors of Solid Waste	Maintain current funding and workforce.	2023	2024

Description

The Solid Waste Department utilizes a unique set of specifications for all its heavy equipment and as such refuse trucks are required to navigate and work on very narrow streets and typical surfaces that are uneven, and very steep.

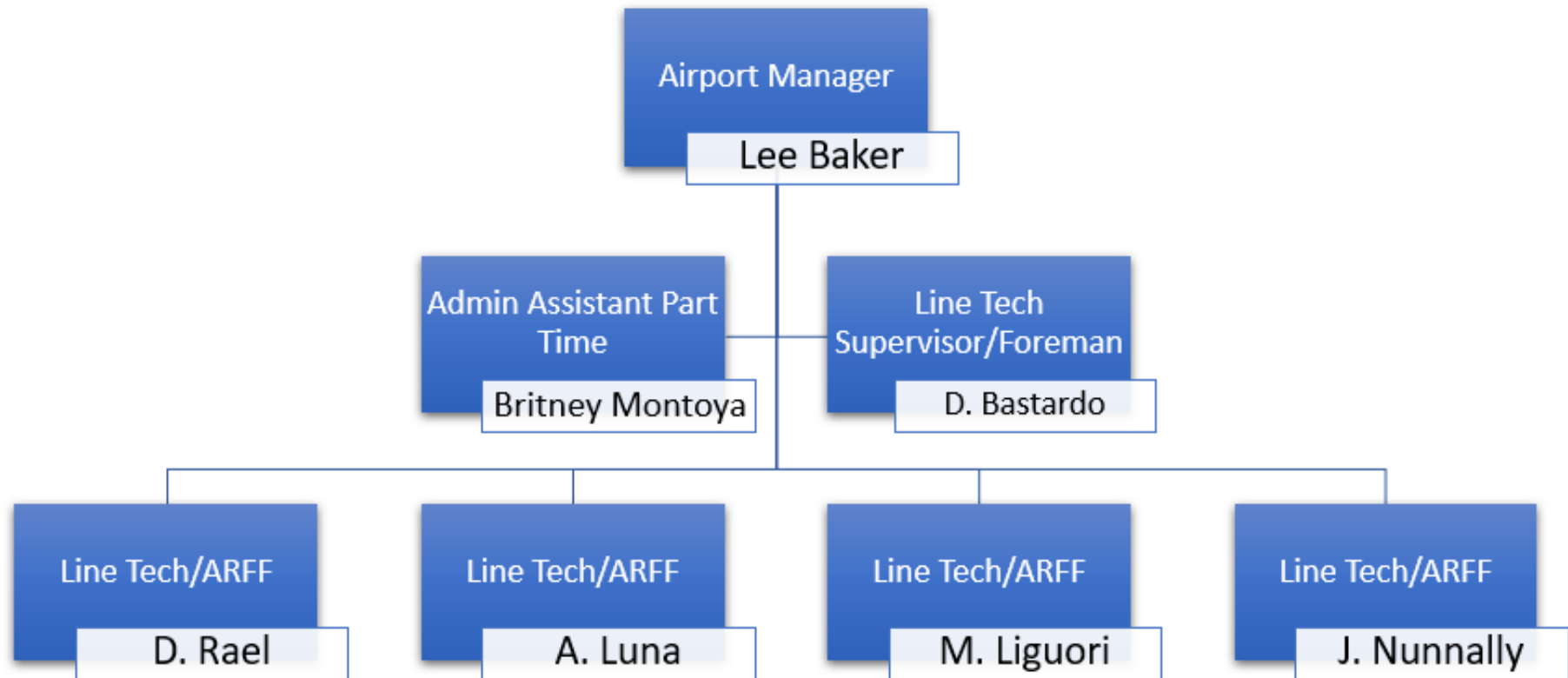
The level of service would be maintained by keeping the fleet and spare ratios intact while not increasing the cost of service. The department averages \$300,000 to \$350,000 annually on its Capital Equipment Replacement Schedule (CERF). With the way pricing has gone up, the truck will cost about 400,000.

Steps need to achieve this goal:

Council approval and if approved, getting the specifications approved by Peterbilt.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Natural Resources Goal Policy 1.1 Action 1.1.B and 1.1H. Policy 4.1 Action 4.1.A	Continue annual funding for reduce and reuse projects with the Keep Ruidoso Beautiful Committee	Director and Supervisors of Solid Waste	Maintain current funding and workforce.	2018	Ongoing
<p>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 cover 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)</p> <p>Steps need to achieve this goal: Keep current funding each budgeting cycle.</p>					

Organizational Chart for the Airport



Tactical Plan**Date: 1/5/2024****Department: Sierra Blanca Regional Airport****Manager: Lee Baker**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Terminal/FBO	Interior Remodel/Exterior Face Lift	SBRA Director Finance	Budget	February 2024	Continuous
<p>Description: Sierra Blanca Regional Airport Terminal/FBO is outdated and in disarray.</p> <p>Steps need to achieve this goal:</p> <ul style="list-style-type: none"> • Needs a new roof. • Needs interior paint. • Needs new energy efficient windows and doors. • Needs new LED energy efficient lighting. • Remodel FBO counter and office, restrooms, and pilot's lounge. • Cleanup wiring on outside of building replace damaged siding and paint exterior. Add new airport signs. • We are currently waiting for a quote for a new energy efficient furnace and central A/C. 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Aircraft Ramp	Rehabilitate Taxiway A & Aircraft Parking Ramp	VOR-FAA NMDOT Aviation SBRA Director Finance	Funding and Planning	2024	Continuous

Description: Taxiway A and the Aircraft Parking Ramp need rehabilitation and lighting upgrade.

Steps need to achieve this goal:

- Taxiway A and the parking apron need at least a mill and overlay.
- Runway 06/24 and Taxiway A need new paint and glass beads to be compliant with FAA part 139.
- The parking apron needs new paint on the “T” Boxes and lead-on lines.
- Runway 06/24 needs a lighting upgrade to 30” LED lighting.
- Taxiway A needs 30” LED lighting installed.
- A new lighting vault needs to be built with separate regulators for each runway and taxiway

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Fuel Farm	Relocate and upgrade Fuel Farm	SBRA Manager Village Manager NMDOT-Aviation	Funding	2024	Continuous

Description: Relocate Fuel Farm.

Steps need to achieve this goal:

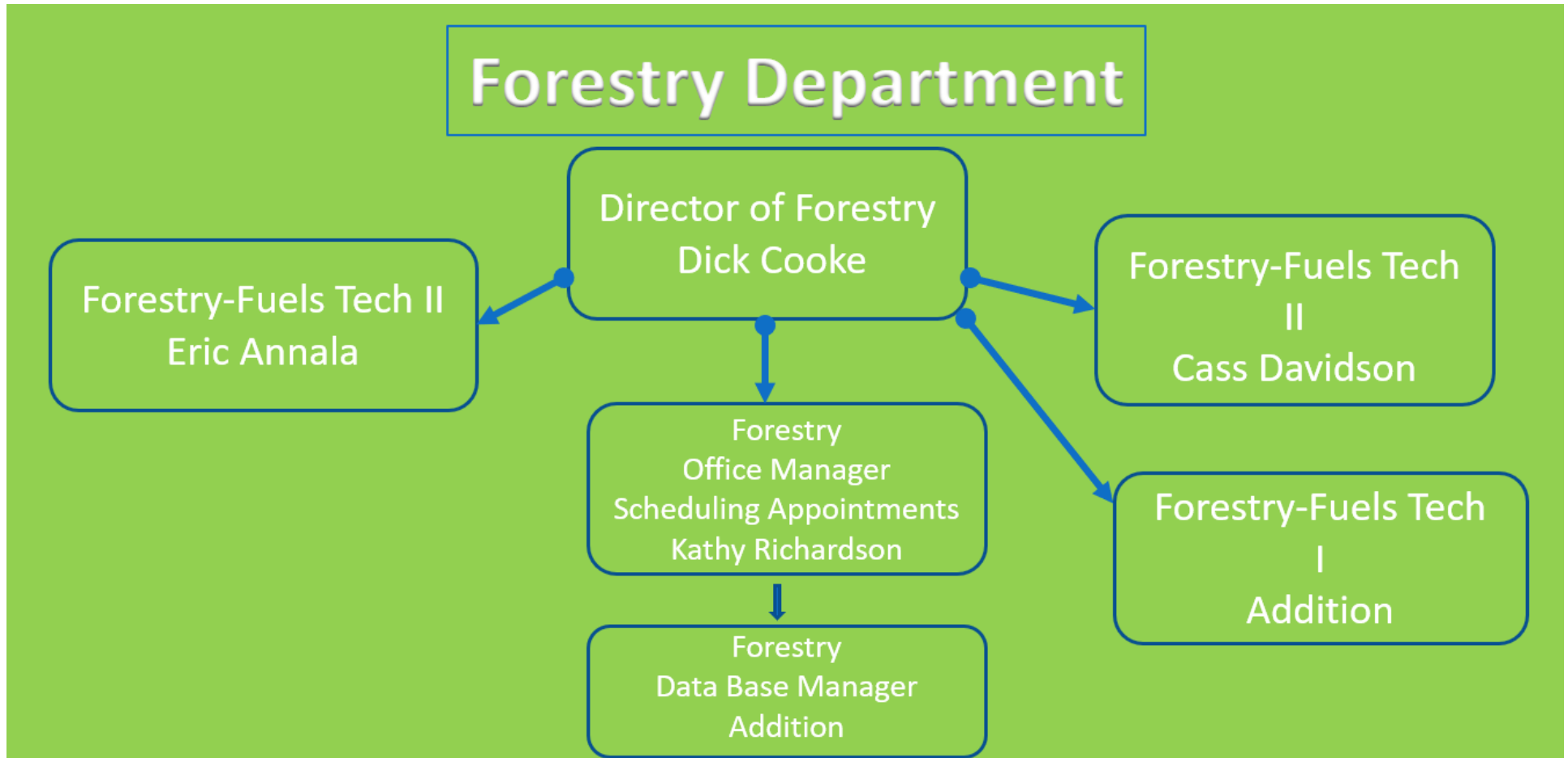
Currently the fuel farm is located approximately a ½ mile from the terminal. The fuel trucks must be driven off-site to be loaded.

- Relocate the fuel farm.
- Once relocated the fuel farm will have to be brought up to code. (Replacing approximately 80’ of black iron piping, with stainless steel piping for the Jet A fuel.) It is recommended to replace the Avgas piping with stainless steel as well.
- A loading rack would also need to be built to comply.
- Keeping the trucks on site would lessen the amount Foreign Objects and Debris (FOD) being tracked onto the aircraft parking apron.
- Relocating the fuel farm would also make it more secure from the general public and the possibility of vandalism and sabotage.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
10-7 Air Travel FAA Part 139 Compliance	Replacement program for all Airport Apparatus and Equipment	Airport Staff Village of Ruidoso State Aviation	Planning and Funding	Jan. 2021	Continuous
<p>Description: After evaluating the operations of the Sierra Blanca Regional Airport there are needs of replacing several pieces of Equipment and that age and use there are questions of longevity after our recent FAA inspection. Our fuel trucks (1999/2000), Fire trucks (1998/2006), Snow removal equipment (1989/1990) and Aviation TUG and GPU are all aged ranging from the early 80's to 2000. All this equipment is used seasonally and daily and will need to be replaced soon as it is between 15 and 40 years old. It is imperative to plan and replace all safety equipment accordingly.</p> <p>Steps need to achieve this goal:</p> <ul style="list-style-type: none"> Plan and work with FAA, Administration and Finance to build a program for future growth and emergency response for the longevity and opportunities at Sierra Blanca Regional Airport. Plan and work on Replacing the Airport Command Unit. Plan and work on Purchasing an enclosed UTV for airport staff to utilize and retain the longevity of other airport vehicles. Replacement plan for F-150, F250 F-350 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
10-7 Air Travel Customer Service and income.	Additional Hangars	VOR-FAA NMDOT Aviation	Funding	2020	Continuous
<p>Description: SBRA needs to obtain more hangars for the customers and ability to rent overnight. Currently, we have two small t-hangars available for rent and there is waiting list for larger hangars. If new hangars were constructed this would increase the income for the airport and assist with self-sustainability. If new hangars were constructed this would increase the income for the airport and assist with self-sustainability.</p> <p>Steps need to achieve this goal:</p>					

- There is a continuous wait list for hangar rentals monthly and nightly. The current infrastructure is not adequate to accommodate our customer base.
- The Alpha hangars, which support the larger aircraft we currently have 4 hangars. We currently have a wait list of 6 needing service.
- The smaller Bravo and Charlie hangars total 23.
- In a recent meeting between SBRA and the New Mexico Department of Transportation, it was discussed that SBRA can obtain financial assistance from NMDOT in building new hangars.
- The Village of Ruidoso has purchased two additional hangars that were being sold from private individuals and we have started using them for nightly and weekend rentals.
- Pursue grant funding for additional T- Hangars.

Organizational Chart for the Forestry



Tactical Plan**Date: 1/10/2024****Department: Forestry****Director: Dick Cooke**

GOAL #1	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
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 \$225,000 for contracts.	July 1, 2024	June 30, 2025

Description:

Thin to 42-80 standards 150 acres of Village Owned property.

Steps need to achieve this goal:

- Identify the area to be treated.
- Inspect the property and determine the mitigations needed.
- Write the prescription.
- Mark the boundaries of the project.
- Mark the trees on the property with a sample mark the contractor can follow.
- Use the prescription to write the scope of work.
- Advertise the project to prospective contractors.
- Select a contractor.
- Sent packet to the state for fund obligation.
- Issue a notice to proceed.
- Conduct periodic inspections while the work is being done.
- Conduct a final inspection.
- Approve the project for payment.

GOAL #2	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Hazard Mitigation. Goal 1. Ruidoso is well-Prepared for emergencies	Inspect 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.	Department Director.	Department Personnel. We are requesting 1 more technician and a data base manager as part of a successional Plan for continuity.	July 1, 2024	June 30, 2025
<p>Description: Certify 900 properties that are out of compliance or that will go out of compliance during the Fiscal Year.</p> <p>Steps needed to achieve this goal.</p> <ol style="list-style-type: none"> 1. The Office Manager queries the Incode Data base and acquires a list of properties going out of Certification During the Fiscal year or have never been certified. 2. The Office Manager checks the ownership of each property with the county database to verify ownership of the property. 3. The Office Manager addresses letters to the individual landowners informing them that their property is going out of compliance and needs to be inspected by the forestry department and gives them a mandatory date for compliance. 4. Make an appointment with the landowner for a forestry employee to inspect the property. 5. Enter the inspection into the city works database. 6. Forestry employees Inspect the property for compliance with the 42-80 ordinance and identify any work that needs to be done for Compliance. 7. Inspector records the inspection in the city works database. 8. The landowner corrects any deficiencies that were identified by the forestry inspector during the inspection and calls for a final inspection. 9. Forestry reinspects the property to verify that the deficiencies have been corrected and the property is compliant. 10. Forestry enters the final inspection into the city works database and records the inspection as complete. 11. Office manager completes the certificate and mails it to the landowner. If the property is a short-term rental a copy is also sent to Community Development for their file. 12. Office manager enters the certification date into the Incode database. 13. At the end of the allotted time for the landowners to be certified the Office Manager manually increases the rate being charged to the non-compliant rate prior to proceeding with the complaint to the Magistrate Court. 14. About 3 months prior to the required certification date the Office Manager sends a reminder letter to the landowners that have not been certified letting them know that there is a deadline that will be enforced. 					

15. Once referred to Court the landowner must comply with the Judges instructions to become compliant. This usually entails steps 4-12 listed above. Most of the time the properties are certified without the landowner having to go to trial.

GOAL #3	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Hazard Mitigation Goal 2. 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, 2024	June 30, 2025

Description:

To Educate the Public regarding green fuels management and wildfire mitigation for the Village.

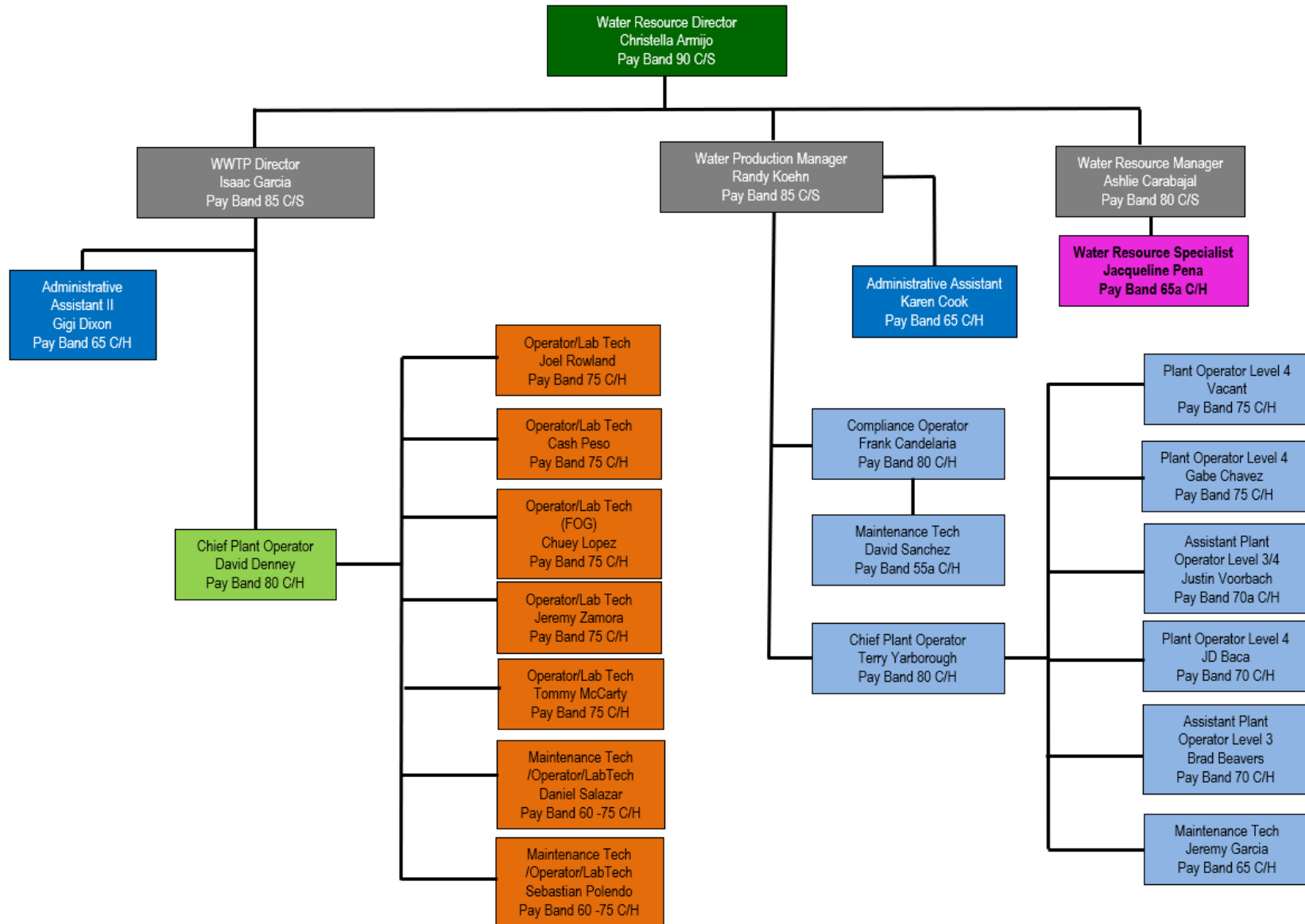
Steps need to achieve this goal:

- 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.

GOAL #4	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Hazard Mitigation	Hazard tree Removal	Department Director	Department Personnel \$25,000 budget line item.	July 1, 2024	June 30, 2025
<p>Description: Remove hazard trees identified on Village Owned Property within timeframes in Department Procedures according to Ordinance. Process the removal of neighbor-to-neighbor hazard trees when reported or identified according to Ordinance Mandates and Departmental procedures.</p> <p>Steps need to achieve this goal: Neighbor to Neighbor Hazard Trees: <ul style="list-style-type: none"> • Tree is Reported to the Department • Department Personnel visit the tree site and decide if the tree meets the criteria for a hazard tree. • The Department then writes the Owner a letter informing them of the tree and that it must be removed within 21 days. • If the owner can't find the tree in question normally, they contact the Department. • The Department gets permission from the owner to enter property and mark the tree(s). • The Landowner has 21 days to remove the tree following the receipt of the certified Letter. • After the landowner deals with the tree the Department reinspects to assure that the hazard was abated. • 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: <ul style="list-style-type: none"> • The tree is reported to us or observed by us and determined to be a hazard. • The tree is mapped and marked with a number. • A contract for its removal is advertised and awarded to a contractor. • The tree is harvested and placed for grapple pick up. </p>					

GOAL #5	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Natural Resources. Goal 3. Ruidoso's natural resources, habitat, and wildlife are protected and restored.	Thin vegetation from Village Right of Ways where they don't meet 42-80 Ordinance Standards. Increase sight distance on blind corners and areas with limited visibility.	Department Director	Department Personnel and funding. \$50,000.	July 1, 2024	June 30, 2025
<p>Description: The Village has many miles of roads that have trees and brush in the Rights of Way and do not meet ordinance standards for spacing and density and/or block wildlife from the view of motorists. The department has a list of areas that need to be treated to meet ordinance standards and improve visibility for being able to sight wildlife near the road. This is also a matter of public safety and roadside vegetation decreases the distance motorists can see wildlife. There are also areas where large elm trees have decadent branches that overhang roads and present a danger of falling on vehicles or blocking roads.</p> <p>Steps need to achieve this goal:</p> <ul style="list-style-type: none"> • Identify the Village Roads that have issues with Visibility, motor vehicle safety or Fuels that don't meet ordinance criteria. • Prioritize the projects. • Mark the trees and brush for removal or pruning. • Advertise and award the project. • Monitor and finalize the work when completed. • Make payment to the contractor. 					

Organizational Chart for the Water Resource Department



Tactical Plan**Date: December 1, 2024****Department: Water Resource****Purpose: Prioritization of goals/programs for department**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending 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 program	Water Resource Director, Public Works Director, Water Production Manager, Water Resource Manager, Water Resource Specialist	Continued levels of funding. ArcGIS software. Cityworks software; Laserfiche software. Expanded tablets	01/02/2020	12/31/2024

Description: The department will work with NMED to create an asset management plan that will include an updated GIS Geodatabase and level of service. Part of this process will include implementation of the Cityworks work order system for the Utility with asset driven work processes, which will include tracking village-owned building maintenance. We will also work to improve records management of all Village owned assets utilizing Laserfiche and Laserfiche Connector.

Historical:

2020-The Village will contract with the Southwest Environmental Finance Center to complete the asset management plan. The goal is to have the plan ready for the readiness check for Water Trust Board funding.

2021- Village completed an acceptable asset management plan as it pertains to water that meets requirements for Water Trust Board funding. The Village continues to update the water, sewer, and wastewater databases with additional assistance from SWEFC, Master Planning consultants, and the leak detection provider. The Village needs to develop an asset management culture in 2022 to ensure the program is regularly updated and utilized.

2022 – The Village continues to update the water, sewer, and wastewater databases with assistance from SWEFC, Master Planning consultants, and leak detection provider. Also, when new water or sewer line projects are in the works with engineers, the Village requires that surveyed GIS data be provided to update asset information. Even though Cityworks has been picking up speed when it comes to usage, we still need to develop an asset management culture to ensure data is being updated with the most up to date information. Also, to encourage the use of work orders and inspections

via the workorder system. The Laserfiche software has also helped the Village maintain updated records and provide quick searches. However, this software is still in the beginning stages and files and data still need to be formatted and uploaded.

2023 – The Village continues to input GIS data when new water or sewer as-builts are delivered to staff. We also still need to create an asset management culture using Cityworks, to better track maintenance on any asset. By consistently updating this information, the Village will be able to make more accurate decisions regarding maintenance and asset replacement. The Village also updated their asset management plan to better reflect the current state of utility assets within the Village.

Proposed for 2024:

Steps need to achieve this goal:

1. Continue filing in Laserfiche.
2. Provide more training in work-order system and Laserfiche.
3. Continue to use and improve the work order system for the staff.
4. GPS assets in the field and update information.
5. Provide annual Level of Service reports.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending 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	Water Resource Director, Water Resource Manager, Water Resource Specialist	Work with NMED Watershed Protection Section for support/possible funding; Possible funding from Village	07/01/2020	6/30/2026

DESCRIPTION: A watershed-based plan is the next step in the TMDL process. 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, the plan would help guide the development of overlay zones restricting types of development in areas needing protection.

Historical:

2021- Staff have continued working with NMED on this process and have started to include more partners and have reached out to the USFS, BLM, and other divisions of NM State. NMED hopes to have completed the draft plan by the end of 2022.

2022 – Staff continued to work with NMED on this process. However, the plan was not able to 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 WBP training in August. The Village received grant funds from the Surface Water Quality Bureau to complete the Watershed Based Plan in October 2023.

Proposed for 2024:

Steps need to achieve this goal:

1. Go out for RFP for Watershed Based Plan for engineering or planning firm.
2. Begin Stakeholder Process

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending 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	Water Resource Director, Community Development Director, Flood Plain Manager, Water Resource Manager, Water Resource Specialist	Funding for third party contractor	Possibly need to conduct this relatively soon because of the need for updated for ongoing FEMA projects	6/30/2026

DESCRIPTION: A drainage master plan to identify water flows, sites of recurring flooding, and potential stormwater management solutions. Additionally, the drainage master plan will update various drainage related ordinances and standards. Drainage master plan flow calculations could be utilized to update FEMA Flood Insurance Rate Maps (FIRM) and could possibly be used as match for FEMA hazard mitigation funding.

Historical:

2020-This project was not funded in FY2021, 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 Programs Bureau in July 2023.

Proposed for 2024:

Steps need to achieve this goal:

1. Finalize possible subsidy for plan from the Clean Water State Revolving Fund.
2. Got out for RFP for Drainage Master Plan using federal complaint procurement process.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Water Resources Goal1, Policy 1.1; Utilities Goal 1, Policy 1.1, Actions 1.1B and 1.1C	Diversify water source assets	Water Resource Director, Water Production Manager, Water Resource Manager, Water Resource Specialist	Continued SGRT funding	01/02/2020	12/31/2024

DESCRIPTION: Continue to diversify sources of water by improving the Eagle Creek Well Field and repairing, rehabilitating, or replacing surface water diversion structures on Eagle Creek and Rio Ruidoso. Explore conjunctive use strategies with underground storage and recovery.

Historical:

2020 -
 Active construction projects nearing completion: Well Alto 2 (H-1979-S7) Improvements, Apple Orchard (H-1979-S14) and Middle Gavilan (H-272-S3) Well Improvements, Green Well (H-1497-POD4) Pump Installation.
 Active construction projects: Alto Crest Water Treatment Plant (Plant 3) Improvements
 Active Planning: Underground Storage and Recovery (USR) project, Alto Reservoir Improvements, Reclaimed Wastewater Reuse Strategy
 Active Design: Fault (H-1979-S10) and Brown (H-1497-S) Well Improvements
 Proposed Projects: Eagle Creek and Gavilan Canyon Wellfield Phase III (H-1979-POD5 & POD6)

2021 -

Active Construction Projects: Alto Crest Water Treatment Plant (Plant 3) Improvements, Fault (H-1979-S10) and Brown (H-1497-S) Well Improvements
 Active Planning: Underground Storage and Recovery (USR) project, Alto Reservoir Improvements,
 Proposed Projects: Eagle Creek Wellfield Phase II (H-1979-POD5 & POD6) – project is proposed for legislative authorization for Water Trust Board Project Funds. Engineer is being procured for design.

2022 –

Active Construction Projects: Fault (H-1979-S10) and Brown (H-1497-S) Well Improvements, Eagle Creek Wellfield Phase III (H-1979-POD5 & POD6)
 Active Planning: Underground Storage and Recovery (USR) project, Alto Reservoir Improvements
 Proposed Projects: Upper Canyon Surface Diversion Rehabilitation – project is proposed for legislative authorization for Water Trust Board Project Funds. The engineer has completed 100% designs.

2023 –

Active Construction Projects: Eagle Creek Wellfield Phase III (H-1979-POD5 & POD6), River Well Rehabilitation
 Active Planning: Upper Canyon Surface Diversion Rehabilitation (funding is secured through Water Trust Board, but need to go out for ITB)
 Proposed Projects: Alto Reservoir Improvements

Proposed for 2024:**Steps need to achieve this goal:**

1. Continue to apply for Water Trust Board Funds to additional well projects.
2. Go out to bid for Upper Canyon Surface Diversion Rehabilitation
3. RFP for professional engineers for water resource projects.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Hazard Mitigation Goal 1	Prepare Utility for emergencies	Water Resource Director, Water Production Manager, Public Works Director, Water Resource Manager, Water Resource Specialist, Emergency Manager	Staff time to conduct assessment; mutual aid agreements with other utilities	01/02/2020	Ongoing - Water utility EAP will need to be updated every 5 years.

DESCRIPTION: Conduct an EPA Risk and Resilience Assessment and Emergency Action Plan for both the water system and sewer collections.

Historical:

2020 - Progress on AWWA J-100 RAMCAP process for Risk Assessment:

Water (on schedule)

Asset Characterization – Complete

Threat Characterization –Water Production- completed, Distribution – in progress.

Asset-Threat Pairs -in progress

Analysis – in progress

Risk and Resilience Analysis – no progress.

Risk and Resilience Management – no progress.

Sewer- process to be begin after assessment and EAP for water is completed, tentative start in Fall 2021

2021- Water Risk and Resilience Assessment and Emergency Action Plan was completed, and certification sent to EPA. Planning to start the process for sewer and wastewater in early 2022.

2022 – Process was postponed due to the McBride Fire and summer flooding. Coordinating with the Emergency Manager to update the water EAP, as this must be updated every five years. Once the plan is updated, we will begin the sewer and wastewater EAP. This will follow the same process as the EAP for water due to the different threats and costs analysis this plan considers.

Steps need to achieve this goal:

1. Coordinate with Emergency Manager on best time to meet to start updating EAP.
2. Set up a meeting with key stakeholders to update EAP.
3. Begin work on sewer and wastewater EAP.
4. Update Grindstone and Alto Dam EAP.
5. Conduct table-top exercises to go over EAP.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Water Resources Goal 1, Action 1.1E	Update Water Conservation Plan	Water Resource Director, Water Resource Manager, Water Resource Specialist, Emergency Manager	Staff time, funding for third party contractor	01/01/2024	12/31/2025
Steps need to achieve this goal: <ol style="list-style-type: none"> 1. Review Water Conservation Plan Requirements 2. Identify Funding 3. Issue RFP 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Utilities, Goal 4, Policy 4.1	Initiate plan to integrate a water utility liaison within Water Resource.	Water Resource Director, Public Works Director, Finance Director	Staff time, Funding to hire additional position.	01/01/2024	12/31/2026
Steps need to achieve this goal: <ol style="list-style-type: none"> 1. In cooperation with the Public Works Department and Finance, develop a job description and identify duties for a position that will serve as a liaison between Utility Billing and the Water Resource and Public Works Department. 2. Identify Funding 3. Hire position 					

Tactical Plan**Date: 1/11/2024****Department: Ruidoso/Ruidoso Downs Regional Wastewater Treatment Plant****Director: Isaac Garcia**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Natural Resources Goal 1 Policy 1.1, Action 1.1.A Parks and Recreation Goal1, 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	01/02/2020	12/31/2027
<p>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.</p> <p>There have been no violations of the NPDES permit's TMDLs since the implementation of this plan.</p> <p>Steps needed to achieve this goal.</p> <ol style="list-style-type: none"> 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	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Economic Development Goal 1 Policy 1.1, Action 1.3.C, Land Use Goal 6 policy 6.1, Community Services Goal 1 Action 1.1.B, 1.1. F	Regional Wastewater Treatment Plant Solar Installation	Water Resource Director, Department Director, Chief Plant Operator, Water Resource Manager, Water Resource Specialist, Dale Lyons, S & M	Feasibility study, land appraisal, clean water state revolving fund (100% loan at 0.1%)	1/02/2020	12/31/2024
<p>Description: Complete solar feasibility study. Acquire / lease land for solar panel installation.</p> <p>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.</p> <p>Steps Needed to Complete this Goal:</p> <ol style="list-style-type: none"> 1. Advertise the RFP for a contractor to install solar panel. 					

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Natural Resources Goal 1 Policy 1.1, Action 1.1.A Parks, and Recreation Goal1, Action 1.1. F	Install new fine screens in entrance works	Water Resources Director, Department Director, Chief plant operator, SMA	Engineering drawings, acquire contractor for the installation of fine screens	01/02/2023	12/31/2024
<p>Description: Cut hole in entrance works building and pullout three existing fine screens and replace all three with new in-kind fine screens.</p> <p>Steps need to achieve this goal:</p> <ol style="list-style-type: none"> 1. Finish getting all engineering done on building. 2. Get fine screens delivered to the facility. 3. Advertise, and hire a contractor to complete the installation of fine screens. 					

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Natural Resources Goal 1 Policy 1.1, Action 1.1.A Parks, and Recreation Goal1, Action 1.1. F	Replace existing UV sterilization with new updated unit	Water Resources Director, Department Director, Chief plant operator	Engineering drawings, acquire contractor for the installation of the new UV unit	01/02/2025	12/31/2025
<p>Description:</p> <p>Remove existing UV station and replace it with new and improved unit.</p> <p>Steps need to achieve this goal:</p> <ol style="list-style-type: none"> 1. Find an engineering firm to take on this project and find a dependable and correctly sized unit. 2. Advertise and hire contractor to remove existing UV unit and replace with new unit. 					

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Natural Resources Goal 1 Policy 1.1, Action 1.1.A Parks, and Recreation Goal1, Action 1.1. F	Put last MBR train into service	Water Resources Director, Department Director, Chief plant operator	Engineering drawings, acquire contractor for the installation of	01/02/2025	12/31/2030
<p>Description:</p> <p>Put MBR train #4 into service to add 1 MGD worth of capacity to manage increased tourist flows as well as to allow for service to other MBR trains.</p> <p>Steps need to achieve this goal:</p> <ol style="list-style-type: none"> 1. Acquire engineer to complete project. 2. Purchase all piping 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. 					

Tactical Plan**Date: 01/11/2024****Department: Water Resource, Water Production Division****Manager: Randy Koehn****Purpose: Prioritization of top 5 goals/programs for division**

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Water Resources Goal 1 Policy 1.2 Action 1.2.A. & Action 1.2.B.	Water Tank Rehabilitation Project (phase 1 - 4).	Water Production Manager, Chief Plant Operator, Water Resource Director.	Maintain current funding and seek additional funding if needed.	12/12/2023 (Phase 1)	12/12/2024 (Phase 1)
<p>Description: The Rehabilitation of the Water Storage Tanks (4 phases). Phase 1 - The rehabilitation of Grindstone (1MM), Alto West (5MM), and Little D (1MM) Tanks. Phase 2 - The installation of a new tank & booster station at Plant 1, and Backwash Tank Demo & PRV tie-in. Phase 3 -Camelot Tanks (1 & 2), Plant 3 & 4 clearwells, & Alto East Tank. Phase 4 – Big D, Grindstone (3MM), and Pine Cliff Tank.</p> <p>2023 – Grindstone Tank is drained and offline. D&R will start the rehabilitation on 01/15/24. The Alto West Tank rehabilitation is tentatively scheduled to start in March or April. The Little D Tank rehabilitation is tentatively scheduled to start in August or September.</p> <p>Steps need to achieve this goal:</p> <ol style="list-style-type: none"> 1) Support SMA & D&R with the rehabilitation of the three tanks in phase 1. 2) Seek additional funding if unforeseen items come up (change orders). 3) Keep NMED updated on project status. 4) Support from Water Distribution. 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Water Resources Goal 1 Policy 1.1 Action 1.1.B. Goal 1 Policy &	Improving the Efficiency of the Water Treatment Facilities.	Water Production Manager, Chief Plant Operator, &	Maintain current funding and seek additional funding	07/01/2020	12/31/2024

Action 1.2. A.		Water Resource Director.	and manpower if needed.		
<p>Description The completion of the Alto Crest Water Treatment Plant Improvements and the rehab of filters 3 & 4 at Plant 4 will be an important step in increasing the efficiency at the WTP's. Proving additional water supply from Apple Orchard, Fault, Middle Gavilan, and A-2 Wells will help with future water demands in drought periods.</p> <p>2020- The Alto Crest Water Treatment Plant project started on July 1st with Smithco Construction as the primary contractor, final completion is still on schedule for January 7, 2022. Items completed – Dock lift foundation and equipment, chlorine storage foundation, retrofit roof, ADA access ramp concrete, EFIS stucco, access stairs/parking space, generator pad, retrofit insulation, and sidewalk concrete. Items currently in progress – HVAC insulation, framing entry to process area from dock, natural gas line, chemical feed area, chlorine room, and bathroom renovations. Grindstone Plant filters 3 & 4 are rebuilt and back in service, modifications to filter 2 are currently in progress and will be back in service by the end of January. Apple Orchard, Fault, Middle Gavilan, and A-2 Wells are near completion and should be placed in service soon. Staff are performing a follow-up AWOP (Area Wide Optimization Program) for surface water treatment.</p> <p>2021- Smithco has finished most of the Alto Crest Treatment Plant rehabilitation and will be finished with work in late spring 2022. Extensive training and an updated Plant Operations and Maintenance manual will be produced for Plant 3 in 2022. In 2022 facilities will conduct jar testing at both plants to determine the best chemicals to improve treatment process and reduce chemical costs.</p> <p>2022 – The Alto Crest Water Treatment Plant project was completed in June 2022. With the completion of the project and utilizing the correct dosage and polymer, the plant can handle more flow and higher raw NTU's with improved efficiency. Jar testing results at plant Grindstone and Alto Crest plants were conducted several times which helped to identify the correct dosage and the correct polymer to use and reduced the polymer cost. With the completion of additional wells (Brown, Fault, A-3, and A-4), this will provide additional water supply with future water demands in drought periods.</p> <p>2023 – Optimizing efficiency at the Alto Crest and the Grindstone Water Treatment Plants is a high priority was a top priority for Water Production in 2023. With polymer adjusting/monitoring and using the correct polymer this goal was achieved. The consistently low CFE turbidity in the Monthly Operating Reports (MOR'S) indicates we have accomplished this goal (This has been brought to our attention several times by Joe Savage NMED). Jar testing was performed numerous times which has helped in determining the right polymer to use and at correct dosage. A new polymer is being used and at a much lower monthly cost.</p> <p>Steps need to achieve this goal: 1) Continue performing jar tests on a consistent basis to ensure correct polymer and dosage is being used.</p>					

- 2) Continue making operational adjustments at Plant 3 & 4 and utilize the spreadsheets from Area-Wide Optimization Program (AWOP)
- 3) Operators making adjustments at plant 3 & 4 (as needed) under the direction from the CPO & Production Manager.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending 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 and Chief Plant Operator, and Water Resource Director.	Seek additional funding and manpower for each task order.	July 2019	Jan 2024

Description

Perform Dam improvement projects for Grindstone Dam (Dam Drain Cleaning Project, 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. Evaluate and correct spillway deficiency at Alto Lake Dams. Make improvements to Grindstone and Alto Reservoirs as needed for current and future projects.

2020- The number one priority is the Dam Drain Cleaning Project (Task Order #3) and the Dam Monitoring (Task Order #2). Task order # 2 was submitted to VOR on 08/26/2020, and Task Order #2 started on 09/07/2020. Task Order RFP #2019-008p-03 was approved on 7/14/2020. Yeh & Associates will assess project deficiencies, evaluate drain cleaning alternatives, prepare technical specifications, and contract documents, advertise, and procure contract services, and provide project management. The Dam Drain Cleaning Project (Task Order #3) is currently at 30 % complete on the design. The 90 % design is scheduled to be completed by February 2021. Items completed - The Dam Gallery survey, and the portal weir design, which is already approved by the Office of State Engineer Dam Safety Bureau.

2021 – Dam drain cleaning project will start in January or February 2022 and should be completed within 120 days. Conduit inspection is anticipated to be completed by Wright Water Engineers by the middle of July 2022. Designs for the emergency spillway repairs and top dam surface will start soon, with a potential bid for the project in Fall 2022. The Village is currently advertising for an engineer to implement the Alto Reservoir improvements project, which includes the rehabilitation of the old Alto waterline for supplying water from the reservoir to the Eagle Creek Sports Complex. We plan to group the projects for Alto Reservoir into one project for construction over the summer 2022.

2022 – The Dam Drain Cleaning project was completed in July 2022. The Conduit and Outlet Vault inspection has been completed except for the 48" line that runs from the vault to the intake (24") line. The 48" line is full of sediment and debris. The spillway and Dam crest concrete assessment has been completed. Yea and Associates and Chuck Hutton are working on repair plan and cost estimate, the 60% design should be completed by the end of December 2022. Molzen Corbin is working on the design for the Alto Reservoir Improvement and water line project to the snow park. The design is almost 100% complete.

2023 – The Conduit and Outlet Vault inspection and 48' line sediment and debris removal projects have been completed. The spillway and Dam crest concrete repair will be completed by the end of January 2024. The next five projects will be completed by AECOM -1.) Alto Lake Dam Spillway Flood Routing Analyses and Spillway Design, 2) Alto Lake Dam Geotechnical Evaluation, 3) Grindstone Dam Spillway Flood Routing Analyses, 4) Grindstone Dam Monitoring 5) Updating Grindstone and Alto Dam Operation and Maintenance Manuals.

Steps need to achieve this goal:

- 1) Continue assisting Yea and Associates with the spillway and Dam crest concrete repair Project.
- 2) Seek additional money for the AECOM projects.
- 3) Assist AECOM with the next five Projects. The projects will be done by a task order that will be approved by the Council.
- 4) Take Task Orders to Council.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending 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, Water Resource Director.	Maintain current funding and manpower	01/01/2020	12/01/2024

Description

Update and implement source water protection plan and continue to monitor wells and surface water supplies. Develop special overlay zones to protect source water areas.

2020- Working with Lena Schlichting (Source Water Protection Manager) and David Torres (Source Water Protection Specialist) for New Mexico Environment Department (NMED) Drinking Water Bureau (DWB) who will assist the VOR with updating the Source Water Protection Plan (SWPP) that was created on March 27, 2014. The SWPP will be evaluated and updated with the latest format and will be a collaboration effort with the NMED DWB and the Water Resources Department. The kick-off meeting was held on 10/01/2020 @ 3:30. The second meeting was held on 01/07/2021, meeting items discussed were, Source Water Planning Process, comments from the public meeting in 2014, action items from 2014 plan (part 1 & 2), Risk assessment, Questions and direction of the new plan, Active wells and wells that will be reactivated, Data sources, and System

flows. The wells and surface supplies are monitored daily and John Shoemaker and Associates (JS&A), an employee with JS&A checks the North Fork Eagle Creek monitoring, Eagle Creek Stream Flow, Eagle Creek Hydrographs, & H-272 Well Hydrographs on a monthly basis.

2021 – The Village has continued working with NMED on the Source water Plan. John Shoemaker and Associates has developed pumping impact areas of wells to include in the wellhead assessment. Lena Schlichting has left NMED, and we are on hold until a replacement is hired by NMED. A Flow diagram of the system is being updated by David Torres and will be utilized in other NMED documentation.

2022 – The flow diagram of the system was updated by David Torres. The Source Water Program Manager position has not been filled; it is currently on hold. David Torres is the only source water personnel on staff for NMED, so the update to the VOR source Water Plan will take longer to complete.

2023 – NMED Hired a new Source Water Program Manager (Andy Jochems), and they are in the process of filling two more positions. A meeting is scheduled for the week of 01/15/24 with David Torres and Andy Jochems to go over the updates on the Village of Ruidoso Source Water Protection Plan. David Torres is currently working on some of the updates for the SWPP.

Steps need to achieve this goal:

- 1) Work with and support Andy Jochems and David Torres from NMED.
- 2) Assistance from NMED.
- 3) Assistance from Water Resource Department.
- 4) Assistance from John Shoemaker and Associates.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Water Resources Goal 1 Policy 1.1 Action 1.1.B. & Action 1.1. C	Develop Alto & Grindstone interconnects to help meet operational needs	Water Production Manager, Chief Plant Operator, Water Resource Director, & Utility Director	Maintain current funding and manpower	July 1, 2019	June 30, 2023

Description

Evaluate Big-D Pump Station so that the Production Department will have the capability to transfer Plant 4 (Grindstone) water to the Alto tanks or to the distribution system that is being fed by plant 3 (Alto Crest). Look at alternative means of proving water which may include a new pump station, installing new service lines, or other ideas that may come into play. Complete the Little D vault and piping project. Evaluate distribution system to see where another interconnect may be needed.

2020- Working with Water Production staff and Utility Director to determine the best method to transfer water from plant 4 (Grindstone) to the Alto tanks or to the distribution system. Alternative means are also being evaluated. Project was delayed due to contractors utilizing Little D as their staging area for the Middle Gavilan Well Project and the new Verizon Tower Project.

2021- Project is being included in Water Resource Engineering RFP.

2022 – SMA is looking at alternative means of providing water and the possibility of adding new PRV's and pumping stations, which will be in the new Water Master Plan. The water model was updated and helped with identifying some of the issues and items needed in the distribution system. Little D pipe and valve excavation is currently underway to identify the water lines and valves, and to tie-in to the correct line for Middle Gavilan Well. Plans will be created to map out the water lines and valves.

2023 – Little D pipes and valves were dug up and identified. New valves and new piping will be installed in phase one of the Tank rehabilitation project. Plans will be created that will map out some of the water lines and valves. Middle Gavilan well is now tied into the correct line and the well is operational.

Steps need to achieve this goal:

- 1) Completion of the Water Master Plan.
- 2) Approval of Water Master Plan.
- 3) Completion of Little D pipe and valve identification project.
- 4) Completion of Engineered plans for the Little D project.

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 2.

To: Mayor Crawford and Councilors

Presenter(s): Michael Martinez, Deputy Manager
Adam Sanchez, Public Works Director

Meeting Date: March 5, 2024

Re: Discussion on Adoption of Resolution 2024-10, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$2,000,000.00.

Item Summary:

Discussion on Adoption of Resolution 2024-10, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$2,000,000.00.

Financial Impact:

Upon approval, a budget adjustment will be completed to budget the Village's match. Funding of the project can be taken from the General Fund's Cash Balance or increase GRT tax revenue in the General Fund.

NMDOT Share- 95% or \$1,900,000
VOR Share - 5% - \$100,000
Total Project cost - \$2,000,000

Item Discussion:

The Village of Ruidoso (VOR) is applying for \$2 million from the NMDOT Transportation Project Fund. The funding requested is enough to fully complete our project. We are requesting funding to repair six roads:

NMDOT Share- 95% or \$2,000,000
VOR Share - 5% - \$100,000
Total Project cost - \$2,000,000

1. White Mountain Dr. (1.3 miles)
2. Porr Dr. (1.0 mile)
3. Jack Little Dr. (0.7 mile)

4. II Davis Dr. (0.65 mile)
5. Leon Farrar Dr. (0.5 mile)
6. Wingfield Dr. (0.9 mile)

All four roads are school bus routes for the Ruidoso Municipal Schools and critical access routes for emergency services. The total length of the proposed project is 4.1 miles. The project falls within the NMDOT owned right-of-way and we will be asking for support from NMDOT District II Engineer. Our quote is based on Cutler Repaving, Inc. state-wide pricing agreement. This will be a turn-key project to include pavement. rehabilitation, roadway striping, traffic control, construction, construction observation and testing.

Recommendations:

To Discuss Adoption of Resolution 2024-10, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$2,000,000.00.

ATTACHMENTS:

Description

Resolution 2024-10

**VILLAGE OF RUIDOSO
RESOLUTION 2024-10**

**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 2025 to complete 4.1 miles of roadway maintenance improvements to include pavement rehabilitation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on Meander Dr., Cree Meadows Dr. and White Mountain Meadows Dr. with a 1.5" mill , 1-1.5" remix of existing road, and with a 2" overlay through the use of a Heater Scarify/Process.

The project termini for the three roads are as follows:

1. Meander Dr. (0.7 Mile) is from the intersection of Meander Dr./ Gavilan Canyon Rd. to intersection of Meander Dr./ Paradise Canyon Rd.
2. Cree Meadows Dr. (1 mile) is from the intersection of Cree Meadows Dr./ Hull Rd. to intersection of Cree Meadows Dr./ NM Highway 48
3. White Mountain Meadows Dr. (2.4 miles) is from the intersection White Mountain Meadows Dr./ Hull Rd. to the intersection of White Mountain Meadows Dr./ Sunny Slope Dr.

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 pursued for application completion.

PASSED, ADOPTED, AND APPROVED on this 12th day of March 2024.

By: _____
Lynn D. Crawford, Mayor

(SEAL)

Attest: _____
Jini Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 3.

To: Mayor Crawford and Councilors

Presenter(s): Michael Martinez, Deputy Manager
Adam Sanchez, Public Works Director

Meeting Date: March 5, 2024

Re: Discussion on Adoption of Resolution 2024-11, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$2,000,000.00.

Item Summary:

Discussion on Adoption of Resolution 2024-11, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$2,000,000.00.

Financial Impact:

Upon approval, a budget adjustment will be completed to budget the Village's match. Funding of the project can be taken from the General Fund's Cash Balance or increase GRT tax revenue in the General Fund.

NMDOT Share- 95% or \$1,900,000
VOR Share - 5% - \$100,000
Total Project cost - \$2,000,000.00

Item Discussion:

The Village of Ruidoso (VOR) is applying for \$2 million from the NMDOT Transportation Project Fund. The funding requested is enough to fully complete our project. We are requesting funding to repair three roads:

NMDOT Share- 95% or \$1,900,000
VOR Share - 5% - \$100,000
Total Project cost - \$2,000,000.00

1. Meander Dr. (.7 mile)
2. Cree Meadows Dr. (1 mile)
3. White Mountain Meadows Dr. (2.4 miles)

All three roads are school bus routes for the Ruidoso Municipal Schools and critical access routes for emergency services. The total length of the proposed project is 4.1 miles.

The project falls within the NMDOT owned right-of-way and we will be asking for support from NMDOT District II Engineer.

Our quote is based on Cutler Repaving, Inc. state-wide pricing agreement. This will be a turn-key project to include pavement rehabilitation, roadway striping, traffic control, construction, construction observation and testing.

Recommendations:

To Discuss Adoption of Resolution 2024-11, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$2,000,000.00.

ATTACHMENTS:

Description

Resolution 2024-11

**VILLAGE OF RUIDOSO
RESOLUTION 2024-11**

**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 2025 to complete 4.90 miles of roadway maintenance improvements to include pavement rehabilitation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on White Mountain Dr., Porr Dr., Jack Little Dr., LL Davis Dr., Leon Farrar Dr. & Wingfield 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.

The project termini for the three roads are as follows:

1. White Mountain Dr. (1.3 miles) is from the intersection of White Mountain Dr./ NM Highway 48 to intersection of Hull Dr./ White Mountain Dr. and NM HWY 48 / Mechem Dr. to intersection of White Mountain Dr./ Mustang Dr.
2. Porr Dr. (1.0 mile) is from the intersection of Porr Dr./NM HWY 48 to the intersection of Porr Dr./ Brady Canyon Rd.
3. Jack Little Dr. (0.7 mile) is from the intersection of Jack Little Dr./White Mountain Dr. to the intersection of Jack Little Dr./Hull Rd.
4. LL Davis Dr. (0.7 mile) is from the intersection of LL Davis Dr/White Mountain Dr. to the intersection of LL Davis Dr./Granite Dr.
5. Leon Farrar Dr. (0.5 mile) is from the intersection of Leon Farrar Dr/White Mountain Dr. to the intersection of Leon Farrar Dr./University Dr.
6. Wingfield Dr. (0.7 mile) is from the intersection of Wingfield Dr./Keyes Dr. to the intersection of Wingfield Dr./ NM HWY 48.

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 pursued for application completion.

PASSED, ADOPTED, AND APPROVED on this 12th day of March 2024.

By: _____
Lynn D. Crawford, Mayor

(SEAL)

Attest: _____
Jini Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 4.

To: Mayor Crawford and Councilors

Presenter(s): Michael Martinez, Deputy Manager
Adam Sanchez, Public Works Director

Meeting Date: March 5, 2024

Re: Discussion on Adoption of Resolution 2024-12, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$500,000.

Item Summary:

Discussion on Adoption of Resolution 2024-12, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$500,000.

Financial Impact:

Upon approval, a budget adjustment will be completed to budget the Village's match. Funding of the project can be taken from the General Fund's Cash Balance or increase GRT tax revenue in the General Fund.

NMDOT Share- 95% - \$475,000
VOR Share - 5% - \$25,000
Total Project cost - \$500,000

Item Discussion:

Priority Project No. 1- US HWY 70/NM 48 Intersection and NM 48 Corridor Improvements:

The Village of Ruidoso (VOR) is applying for \$500,000 dollars from the Transportation Project Fund. The funding requested is enough to partially complete the design of the project. We are requesting funding to complete the phase 1 design on the US HWY 70/NM 48 Intersection and NM 48 Corridor Improvements:

NMDOT Share- 95% - \$475,000
VOR Share - 5% - \$25,000
Total Project cost - \$500,000

The project will include improvements to the US 70/NM 48 Intersection and NM 48 Corridor Reconstruction from US 70 to Mescalero Trail: Preliminary and Final Design of US 70/NM 48 Intersection and NM 48 corridor. The Project involves restructuring the intersection to a High-Tee intersection, full reconstruction of the roadway, drainage, and traffic of the NM HWY 48 Corridor to Mescalero Trail intersection, and property acquisition.

The project is located on NMDOT owned right-of-way and we will be asking for support from NMDOT District II Engineer.

Recommendations from the Feasibility and Location Study:

- A High-Tee intersection should be constructed at the intersection of NM 48 and US 70.
- The NM 48 corridor should be restriped.
- A signal at Sutton and NM 48 should be designed and constructed before 2040, following approval of a variance from the NMDOT.
- A signal at Mescalero Trail and US 70 should be designed and constructed before 2040, following after approval of a variance from the NMDOT.
- All designs shall satisfy NMDOT, Village of Ruidoso, and Manual on Uniform Traffic Control Devices (MUTCD) requirements.

Recommendations:

To Discuss Adoption of Resolution 2024-12, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2025, in the Amount of \$500,000.00.

ATTACHMENTS:

Description

Resolution 2024-12

**VILLAGE OF RUIDOSO
RESOLUTION 2024-12**

**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 phased design 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 \$475,000.00

and

- b. Village of Ruidoso's proportional matching share shall be 5% or \$25,000.00

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 2025 for improvements to include the US 70/NM 48 Intersection and NM 48 Corridor Reconstruction from US 70 to Mescalero Trail: Preliminary and Final Design of US 70/NM 48 Intersection and NM 48 corridor. The Project involves restructuring the intersection to a High-Tee intersection, full reconstruction of the roadway, drainage, and traffic of the NM 48 Corridor to Mescalero Trail intersection, and property acquisition.

The project termini for the US 70/NM 48 Intersection and NM 48 Corridor are as follows:

1. US 70/NM 48 Intersection & West on NM 48 Sudderth Dr. corridor to Mescalero Trail Intersection.
2. US 70-mile point 261.2 & NM 48-mile point 0.50, Mescalero Trail Intersection.
3. US 70, 0.20 miles & NM 48, 0.50 miles.

The intersection and roadways are within the NM Department of Transportation Right-of-Way and a letter of support from District Engineer Francisco Sanchez will be pursued for application completion.

PASSED, ADOPTED, AND APPROVED on this 12th day of March 2024.

By: _____
Lynn D. Crawford, Mayor

(SEAL)

Attest: _____
Jini Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 5.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: March 5, 2024

Re: Discussion on Recommendation from Sierra Blanca Regional Airport (SBRA) Advisory Board to Oppose the Non-Movement Area Boundary Marking at the Airport

Item Summary:

Discussion on Recommendation from Sierra Blanca Regional Airport (SBRA) Advisory Board to Oppose the Non-Movement Area Boundary Marking at the Airport

Financial Impact:

None.

Item Discussion:

Discussion on Recommendation from Sierra Blanca Regional Airport (SBRA) Advisory Board to Oppose the Non-Movement Area Boundary Marking at the Airport

Recommendations:

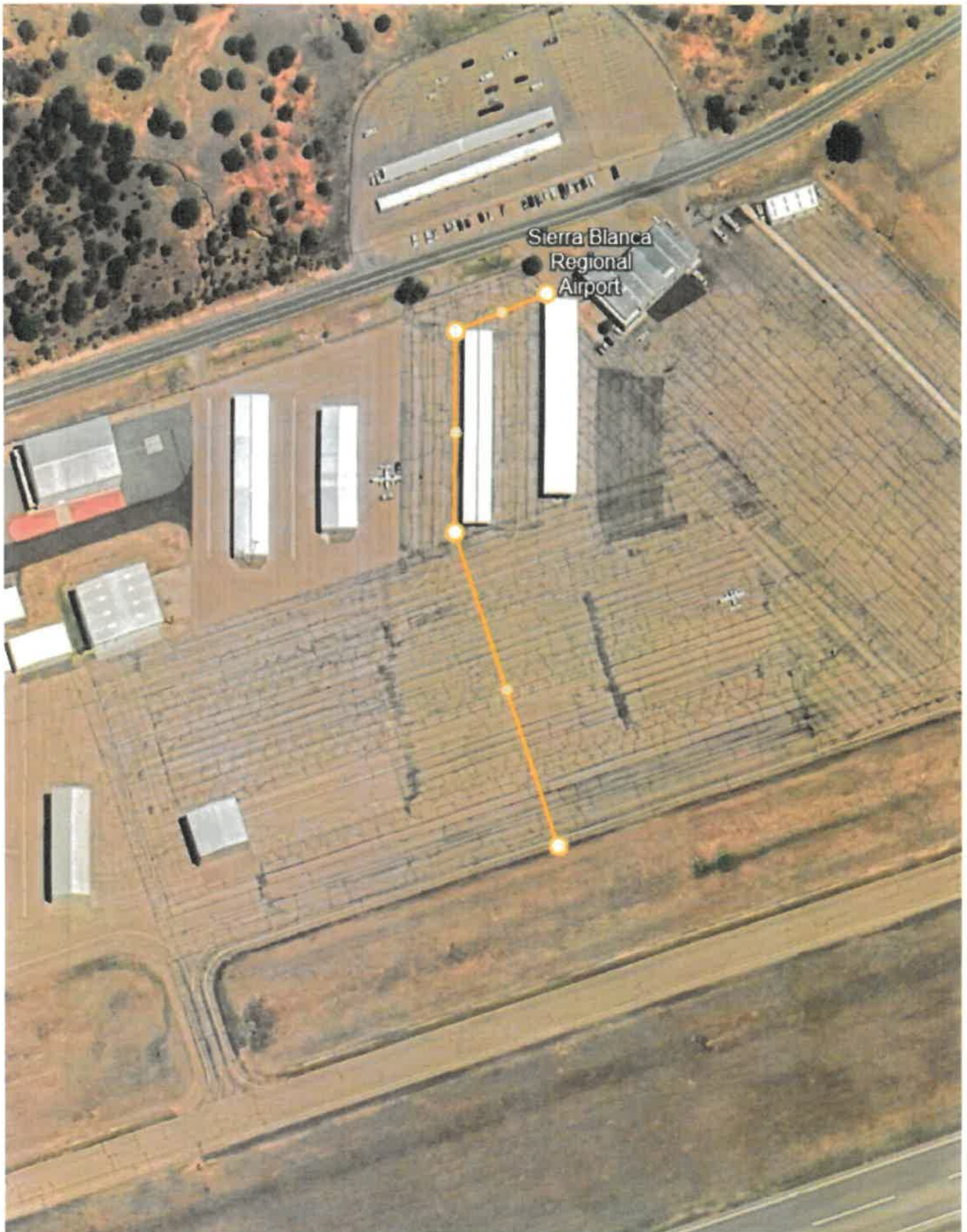
Recommendation from Sierra Blanca Regional Airport (SBRA) Advisory Board to Oppose the Non-Movement Area Boundary Marking at the Airport

ATTACHMENTS:

Description

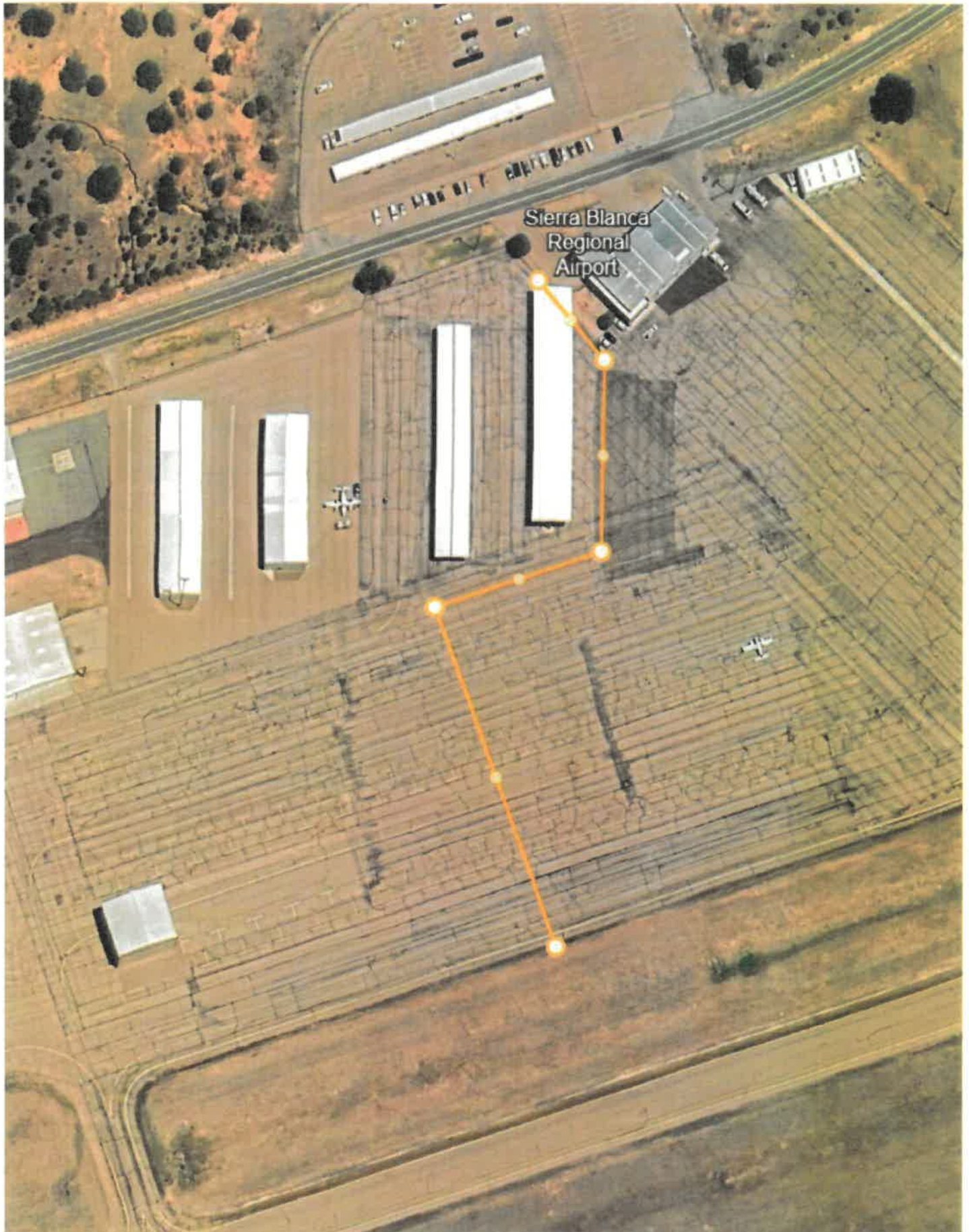
Proposed Plans for Marking

Purpose of Non-Movement Area Marking









Non-Movement Area Boundary Marking.

Purpose.

The non-movement area boundary marking is used to delineate the movement areas under direct control by the airport traffic control tower from the non-movement areas that are not under their control. Secondary purpose: The primary users of this marking are airport operators having an airport traffic control tower. However, some airport operators without an airport traffic control tower have effectively used this surface marking on terminals and other aprons to separate vehicle traffic, equipment traffic, etc. from the areas where aircraft taxi, such as, when aircraft enter/exit an aircraft parking area located off the terminal. No part of a parked aircraft may overhang this marking. If aircraft taxi parallel to this marking, paint a taxiway or taxilane centerline marking such that the taxiway/taxilane object free area criteria are met.

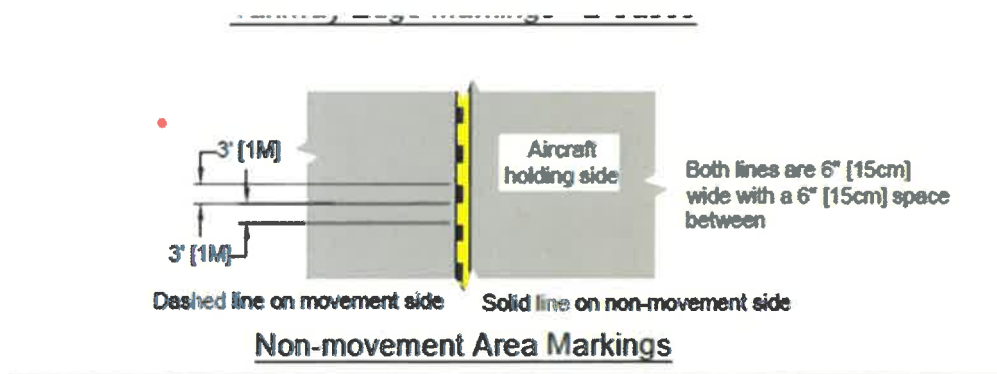
Requirement.

This marking is used when there is a need to delineate the movement areas under direct control by the airport traffic control tower from the non-movement areas that are not under their control, and only where aircraft may cross the marking. Airports without an airport traffic control tower may use the surface marking to help delineate aircraft traffic routes, aircraft parking limits, etc.

Location.

A non-movement area boundary marking is located on the boundary between the movement and non-movement area as shown in Figure A-15. Prior to its implementation, a letter of agreement should be formalized between the airport operator and airport traffic control tower that specifies the location(s) of the boundaries. To provide adequate clearance for the wings of taxiing aircraft, the marking should never coincide with the edge of a taxiway. In this regard, the non-movement area boundary marking is set back in accordance with the taxiway or taxilane centerline to fixed/movable object criteria (taxiway/taxilane object free area) of AC 150/5300-13. However, the airport operator should evaluate if the effects of jet blasts by turning aircraft operations on equipment, personnel, or vehicle traffic require a larger setback. Taxilane instead of taxiway clearance criteria are usually used because this marking is

And this is what it looks like:



AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 6.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: March 5, 2024

Re: Discussion on Adoption of Sierra Blanca Regional Airport Certification Manual.

Item Summary:

Discussion on Adoption of Sierra Blanca Regional Airport Certification Manual.

Financial Impact:

None.

Item Discussion:

This manual provides direction and lines of responsibility in the day-to-day operation of the Sierra Blanca Regional Airport. It details operating procedures to be followed for both routine matters and unusual circumstances or emergencies that may arise. The content of this manual will comply with the Federal Aviation Administration rules and regulations Title 14 CFR Part 139, effective June 9, 2004.

Under this regulation, Sierra Blanca Regional Airport operates as a Class IV airport. Sierra Blanca Regional Airport is owned and operated by the Village of Ruidoso.

Recommendations:

To Discuss Adoption of Sierra Blanca Regional Airport Certification Manual.

ATTACHMENTS:

Description
SBRA ACM

Sierra Blanca Regional Airport



APPROVED: _____

This approval pertains to all contents of this manual as required by Part 139 of the Federal Aviation Administration.

All pages not carrying a revision date are original and carry the date of:

Lee Baker
Airport Manager

Original Date: __01-02-17

Revision Date: __01-17-24

Federal Aviation Administration

Southwest Region Airports Division
FAA Approval: _____

APPROVED

Feb 20 2024

JLS
Inspector

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Section 337 – Wildlife Hazard Management

Section 339 – Airport Condition Reporting

Section 341 – Identifying, Marking, and lighting Construction and Other Unserviceable Areas

Section 343 – Noncomplying Conditions

Original Date: __01-02-17

Revision Date: __01-17-24

Federal Aviation Administration

Southwest Region Airports Division
FAA Approval: _____

APPROVED

Feb 20 2024

JLS
Inspector

Appendix

- 1 – Airport Line of Succession
- 2 – Safety Area Diagram
- 3 – Sign and Marking Plan
- 4 – Snow and Ice Control Plan
- 5 – ARFF Vehicles
- 6 – Quarterly Fuel Farm, Mobile Refueler Inspection Form(s)
- 7 – ARFF Personnel Training Syllabus
- 8 – Grid Map
- 9- Self-Inspection Form
- 10 – Airport Emergency Plan (AEP)
- 11 – Wildlife Hazard Management Plan (WHMP)

Original Date: __01-02-17

Revision Date: __01-17-24

Page Amendment Log

[illegible]

Original Date: __01-02-17

Revision Date: __01-17-24

Distribution List

The official copy of the Airport Certification Manual is maintained in the Airport Manager's office. Copies or portions of the Airport Certification Manual, including all revisions and amendments, are distributed to the following:

Main Body of the ACM

1. FAA, Southwest Region
2. FBOs and Fueling Agents;
3. Airport Manager's Office;
4. New Mexico DOT – Aviation Division

Wildlife Hazard Management Plan

1. Airport Manager's Office;
2. FAA, Southwest Region

Airport Emergency Plan

1. Airport Managers Office;
2. FAA, Southwest Region
3. FAA, FSDO, Albuquerque, NM;
4. Airport Operations/Safety Office;
5. Lincoln County Office of Emergency Services;
6. Bonito Volunteer Fire Dept.;
7. Ruidoso Fire Dept.;
8. Ruidoso Police Dept.;
9. Lincoln County Sherriff's Office
10. New Mexico State Police
11. Lincoln County EMS;
12. ARFF Station;
13. FBI, Roswell, NM;

Snow & Ice Control Plan

1. Airport Manager's Office;
2. FAA, Southwest Region

Original Date: __01-02-17

Revision Date: __01-17-24

Federal Aviation Administration

Southwest Region Airports Division
FAA Approval: APPROVED

Feb 20 2024

JLS
Inspector

Section 101 - General Requirements

Purpose

This manual provides direction and lines of responsibility in the day-to-day operation of the Sierra Blanca Regional Airport. It details operating procedures to be followed for both routine matters and unusual circumstances or emergencies that may arise. The content of this manual will comply with the Federal Aviation Administration rules and regulations Title 14 CFR Part 139, effective June 9, 2004.

Airport Information

Under this regulation, Sierra Blanca Regional Airport operates as a Class IV airport. Sierra Blanca Regional Airport is owned and operated by the Village of Ruidoso.

Mailing Address:

Sierra Blanca Regional Airport
313 Cree Meadows Dr.
Ruidoso, NM 88345

Location

The Sierra Blanca Regional Airport (herein referred to as “Airport”) is located approximately 15 miles North of downtown Ruidoso in Lincoln County, New Mexico. The physical address is:

1000 State Hwy 220
Alto, NM 88312

Airport Operator/Class

The Airport is owned by the Village of Ruidoso, and operated under the direction of the Village Council, the authority of the Village Manager, and the management of the Airport Manager. The airport operates as a Class IV airport under 14 CFR Part 139.

Original Date: _____

Revision Date: _____

Runway and Taxiway Identification System

The runways carry the standard magnetic heading identification, which are as follows:

- Runway 06/24 – 100' x 8120'
- Runway 12/30 – 75' x 6309'

Taxiways are identified by a single letter and include the following:

- Taxiway A – Parallel to Runway 06/24 – 50' wide
- Taxiway B – Parallel to Runway 12/30 – 50' wide
- Taxiways A1 – stub taxiways for Runway 06/24 – 50' wide
- Taxiways B1 – stub taxiways for Runway 12/30 – 50' wide

Original Date: _____

Revision Date: _____

Federal Aviation Administration

Southwest Region Airports Division
FAA Approval: _____

APPROVED

Section 101 page 2 of 2
Feb 20 2024

JLS

Inspector

Section 105 - Inspection Authority

The airport must allow the Administrator to make any inspections including unannounced inspections, or tests to determine compliance with 14 CFR Part 139.

Original Date: _____

Revision Date: _____

Federal Aviation Administration

Southwest Region Airports Division
FAA Approval: _____

APPROVED

Section 105 page 1 of 2
Feb 20 2024

JLS

Inspector

Section 111 - Exemptions

Sierra Blanca Regional Airport currently operates without any exemptions or limitations issued by the FAA.

Original Date: _____

Revision Date: _____

Federal Aviation Administration

Southwest Region Airports Division
FAA Approval: _____

APPROVED

Section 111 page 1 of 2
Feb 20 2024

JLS
Inspector

Section 113 - Deviations

Deviation

In an emergency condition requiring immediate action for the protection of life or property, the Airport may deviate from an operational requirement of Title 14 CFR Part 139, Subpart D, or the Airport Certification Manual, to the extent required to meet that emergency.

Reporting

In the event of a deviation the Airport must, within 14 days after the emergency, notify the FAA Southwest Regional Airports Division Manager of the nature, extent, and duration of the deviation. The Airport must provide this notification in writing.

Original Date: _____

Revision Date: _____

Federal Aviation Administration

Southwest Region Airports Division
FAA Approval: _____

APPROVED

Section 113 page 1 of 2
Feb 20 2024

JLS

Inspector

Section 115 – Falsification, reproduction, or alternation of applications, certificates, reports or records.

The Airport will not make:

- (1) Any fraudulent or intentionally false statement on any application for a certificate or approval under this part;
- (2) Any fraudulent or intentionally false entry in any record or report that is required to be made, kept, or used to show compliance with any requirement under this part;
- (3) Any reproduction, for a fraudulent purpose, of any certificate or approval issued under this part;
- (4) Any alternation, for a fraudulent purpose, of any certificate or approval issued under this part.

Original Date: _____

Revision Date: _____

Federal Aviation Administration

Southwest Region Airports Division
FAA Approval: _____

APPROVED

Section 115 page 1 of 2
Feb 20 2024

JLS

Inspector

Section 201 - General Requirements

The Airport will:

- (1) Keep the ACM current at all times. The Airport Manager is responsible for maintaining the ACM.
- (2) Maintain at least one complete and current copy of the approved ACM on the Airport, which will be available for inspection by the FAA. This copy will be maintained in the Airport Manager's office.
- (3) Furnish the applicable portions of the FAA approved ACM to airport personnel responsible for its implementation.
- (4) Ensure that the FAA Southwest Regional Airports Division is provided a complete copy of the most current ACM including any approved amendments.

Original Date: _____

Revision Date: _____

Federal Aviation Administration

Southwest Region Airports Division
FAA Approval: _____

APPROVED

Section 201 page 1 of 2
Feb 20 2024

JLS

Inspector

Section 205 - Amendment of Airport Certification Manual

Amendments

The following procedure is in effect for amendments to the ACM:

- (1) Two copies of the amendment, in color if applicable, will be submitted to the following address:

Federal Aviation Administration
Airports Division, ASW - 620
10101 Hillwood Parkway
Fort Worth, Texas 76177

- (2) Amendments to the ACM will be submitted at least 30 days prior to the proposed effective date. They will be submitted as needed to maintain currency.
- (3) The ACM Page Amendment Log will be completed and submitted with each amendment.
- (4) Each page of the amendment, including the Page Amendment Log, will have the date of the amendment and the original approval date of the ACM.
- (5) Upon FAA approval, copies of the approved amendment will be made and distributed to the holders of the Airport Certification Manual on the Distribution List.

Original Date: _____

Revision Date: _____

Section 301 – Records

General

(a) Furnish Records

Upon request of the Administrator, the Airport will furnish records listed under this section. The airport keeps physical records, of their respective categories, in binders located in the Airport Manager's office.

(b) List of Required Records

The Airport will maintain the following records:

- (1) Personnel Training – 24 consecutive calendar months for personnel training records under Sections 303 and 327;
- (2) Emergency Personnel Training – 24 consecutive calendar months for ARFF and emergency medical service personnel training records under Section 319;
- (3) Airport Fueling Agent supervisor and employee training – 12 consecutive calendar months for conformation of training of fueling personnel under Section 321;
- (4) Self-Inspection – 12 consecutive calendar months for self-inspection records under Section 327;
- (5) Movement areas and safety area training – 24 consecutive calendar months, after termination of employee's access to movement and safety areas, for records of training given to pedestrians and ground vehicle operators under Section 329;
- (6) Accident and Incident – 12 consecutive calendar months for each accident or incident in movement areas or safety areas involving air carrier aircraft and/or ground vehicles under Section 329;
- (7) Airport Condition – 12 consecutive calendar months for records of airport condition information dissemination under Section 339.

(c) Additional Records

The Airport will make and maintain physical documents of any additional records required by the Administrator.

Original Date: _____

Revision Date: _____

Section 303 – Personnel

Lines of Succession of Operational Responsibility

See Appendix 1

Personnel Requirements

The Airport will comply with the following personnel requirements:

- (a) Maintain sufficient qualified personnel to comply with the requirements of the ACM and the requirements of Title 14 CFR Part 139;
- (b) Equip personnel with sufficient resources needed to comply with the requirements of Title 14 CFR Part 139;
- (c) Train all personnel who access the movement areas and safety areas and perform duties in compliance with the requirements of the ACM and Part 139. This training must be completed before initial performance of duties. Recurrent training must be completed at least once every 12 consecutive calendar months thereafter. An example of the operations personnel training log is held in a separate document. The curriculum for initial and recurrent training must include at least the following areas:
 - (1) Airport familiarization, including airport marking, lighting and sign system;
 - (2) Procedures for access to, and operation in, movement areas and safety areas under Part 139.329;
 - (3) Airport communications, (Common Traffic Advisory Frequency (CTAF), handheld radio, and procedures for reporting unsafe airport conditions with NOTAM's);
 - (4) Duties required under the Airport Certification Manual and the requirements of Part 139;
 - (5) Any additional subject areas required under Part 139 Sections 319, 321, 327, 329, 337, and 339, as appropriate.
- (d) Make record of all training completed by each individual in compliance with this section including, at a minimum, a description and date of training received. Such records must be maintained for 24 consecutive calendar months after completion of training.
- (e) As appropriate, comply with the following training requirements of Part 139:
 - (1) Section 319 - Aircraft Rescue and Firefighting: Operational Requirements;
 - (2) Section 321 - Handling and Storage of Hazardous Substances and Materials;
 - (3) Section 327 - Self-Inspection Program;
 - (4) Section 329 - Pedestrian and Ground Vehicles;
 - (5) Section 337 - Wildlife Hazard Management;
 - (6) Section 339 - Airport Condition Reporting;

Original Date: _____

Revision Date: _____

Section 305 - Paved Areas

(a) Required Conditions of Paved Areas

Airport pavement areas available to air carriers, including aprons available for air carrier operations, must be promptly repaired and maintained as follows:

- (1) Pavement edges must not exceed 3 inches difference in elevation between abutting pavement sections and between pavement and abutting areas;
- (2) Pavement must have no holes exceeding 3 inches in depth, nor any hole the slope of which from any point in the hole to the nearest point at the lip of the hole is 45 degrees or greater as measured from the pavement surface plane, unless, in either case, the entire area of the hole can be covered by a 5" diameter circle;
- (3) The pavement must be free of cracks and surface variations that could impair directional control of an air carrier aircraft. Any pavement crack or surface deterioration that produces loose aggregate or other contaminants must be promptly repaired;
- (4) Mud, dirt, sand, loose aggregate, debris, foreign objects, rubber deposits, and other contaminants must be removed promptly and as completely as practicable, except the associated use of materials such as sand and deicing solutions for snow and ice control;
- (5) Any chemical solvent that is used to clean any pavement area must be removed as soon as possible, consistent with the instructions of the manufacturer of the solvent, except for the associated use of deicing solutions for snow and ice control;
- (6) Pavement must be sufficiently drained and free of depressions to prevent ponding that obscures markings or impairs safe aircraft operations.

Maintenance of Paved Areas

Corrective action must be initiated by airport personnel as soon as practical when any unsatisfactory conditions are found in the paved areas. Corrective action may include, but not limited to, closing the area, issuing the proper NOTAM, conducting minor crack and/or patch repairs the employee is capable or trained to do, and/or contacting the Village of Ruidoso Street Department for repair. If the Airport Manager, or designee, determines that an uncorrected condition in a paved area is unsafe for aircraft operations, that portion of the airport must be closed to air carrier operations until the unsafe condition is corrected.

Paved Areas Available for Air Carriers

There is one air carrier runway at this airport, which is Runway 06/24. There are two air carrier taxiways at this airport, which are taxiway Alpha, and Alpha 1.

Original Date: _____

Revision Date: _____

Section 307 - Unpaved Areas

There are no unpaved areas available for air carrier operations at Sierra Blanca Regional Airport.

Original Date: _____

Revision Date: _____

Federal Aviation Administration

Southwest Region Airports Division
FAA Approval: _____

APPROVED

Section 307 page 1 of 2

Feb 20 2024

JLS
Inspector

Section 309 - Safety Areas

(a) Safety Area Dimensions

Safety area dimensions conform to FAA standards in AC 150/5300-13, *Airport Design*. Safety area dimensions are as follows:

- Runway 06/24 – 250 feet from centerline and 1000 feet off each end;
- Taxiway Alpha, Alpha 1 – 75 feet from the centerline.

(b) Required Conditions of Safety Areas

Safety area conditions are maintained as follows:

- (1) Each safety area must be cleared and graded, and be maintained free of potentially hazardous ruts, humps, depressions, or other surface variations;
- (2) Each safety area must be drained by grading and storm sewers to prevent water accumulation;
- (3) Each safety area must be capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment and the occasional passage of aircraft without causing major damage. Manhole or duct access covers are constructed of material with sufficient thickness and strength to support equipment and aircraft;
- (4) No object may be located in any safety area, except for objects that need to be located in the safety area because of their function. These objects must be constructed, to the extent practical, on frangible mounted structures of the lowest practical height and maintained so the frangible point is no higher than 3 inches above grade;
- (5) Safety areas must conform to dimensions acceptable to the FAA if any runways or taxiways are constructed, reconstructed, or extended.

(c) Maintenance of Safety Areas

Corrective action will be initiated by airport personnel as soon as practical when any unsatisfactory conditions are found in the safety areas. Airport personnel are responsible for the correction of any minor unsatisfactory conditions within the safety areas, while the Village of Ruidoso Street Department will handle correction of any major unsatisfactory conditions within the safety areas and will maintain the perimeter road with proper grading when necessary.

Original Date: _____

Revision Date: _____

Section 311 - Marking, Signs and Lighting

(a) Marking

The airport must provide and maintain marking systems for air carrier operations in accordance with Part 139.311(a) and the most current version of AC 150/5340-1, *Standards for Airport Markings*.

- (1) Runway/Taxiways
 - (i) Runway 06 – PIR;
 - (ii) Runway 24 – PIR;
 - (iii) Runway 12 – Visual;
 - (iv) Runway 30 – Visual;
 - (ii) Taxiways – Markings include taxiway centerlines, leadoff lines on normally used exits, continuous type edge markings along paved shoulders and dashed type edge markings, holding position lines, and surface painted holding position lines.
- (2) Holding Position Markings
The holding position markings are located 250 feet from Runway 06/24 centerline based on the airplane design group and being a precision runway.
- (3) Instrument Landing System (ILS)
Critical area markings have been identified by ILS hold marking on taxiway A, Approaching runway 24.
- (4) Land and Hold Short Operations are not used at this airport.

(b) Signs

The Airport must provide and maintain a sign system for air carrier operations in accordance with 14 CFR Part 139.311 (b). The Marking and Sign Plan is included in Appendix 3. The signs must meet standards in AC 150/5340-18, current edition, *Standards for Airport Sign Systems*, and sign specifications in AC 150/5345-44, current edition, *Specifications for Taxiway and Runway Signs*

(c) Lighting

The Airport must provide and maintain lighting systems for air carrier operations in accordance with Part 139.311 (c) and the current edition of AC 150/5340-30, *Design and Installation Details for Airport Visual Aids*, to meet the specifications for the lowest instrument approach minimums authorized for each runway.

- (1) Runways:
Runway 06/24 – MIRL
- (2) Taxiways:
Reflectors are installed on Taxiways A, and A1;
- (3) Airport Beacon:
The airport is equipped with a rotating beacon with a green and clear lens, located on top of a high mast light pole on the Northwest corner side of the airport.

Original Date: _____

Revision Date: _____

Section 311 - Marking, Signs and Lighting (Continued)

- (4) NAVAIDS and Visual Aids:
NAVAIDS/Visual Aids provided and maintained by the Airport, are as follows:
PAPI Runway 30; PAPI Runway 12; REIL Runway 30; REIL Runway 12; and a
Visual Approach Slope Indicator (VASI) on Runway 06
- (5) Airfield Emergency Generator
To ensure constant source of power for airfield lighting, the Airport maintains a
diesel generator as a secondary power source to commercial power for all airfield
lights, signs, windsocks.

(d) Maintenance

Each marking, sign, and lighting system installed on the airport that is owned by the airport must be properly maintained by cleaning, replacing, or repairing any faded, missing, or nonfunctional item. Each marking, sign, and lighting system must be maintained unobscured, clearly visible; and ensuring that each item provides an accurate reference to the user.

Each lighting system must be maintained at least to the minimum operational criteria listed in Appendix 1, Table 7, of AC 150/5340-26, current edition, *Maintenance of Airport Visual Aid Facilities*.

In order to provide continuity of visual guidance, the allowable percentage of inoperable lights must not be in such a way as to alter the basic pattern of the lighting system. In addition, an unserviceable light must not be adjacent to another unserviceable light. Lights are considered adjacent if located either laterally or longitudinally in a lighting system.

If the above operating limits cannot be maintained, and airport management determines that the outage may not provide an accurate reference to airport users, information concerning the outage must be disseminated in accordance with Section 339, Airport Condition Reporting.

(e) Lighting Interference

All other lighting on the airport for aprons, parking areas, roadways, fuel storage areas, and buildings, is adjusted to prevent interference with aircraft operations.

Original Date: _____

Revision Date: _____

Section 313 - Snow and Ice Control

The Snow and Ice Control Plan (SICP)

Sierra Blanca Regional Airport will notify air carrier users of weather and surface conditions on the airport movement area by NOTAM's, verbal face to face conversation, or over the CTAF/Unicom frequency. Airport employees will inspect and conduct snow removal from any accumulation that may interfere with navigational aids. The Airport Manager, or designee, has the authority to initiate snow removal operations. The airport's Snow and Ice Control Plan (SICP) can be found in Appendix 4

Original Date: _____

Revision Date: _____

Section 315 - Aircraft Rescue and Fire Fighting (ARFF): Index Determination

The ARFF Index at the Airport is Index A, based on five or more daily departures of aircraft up to 90 feet in length.

Original Date: _____

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Section 317 - Aircraft Rescue & Firefighting: Equipment and Agents

See Appendix 5

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Section 319 - Aircraft Rescue and Fire Fighting: Operational Requirements

(a) ARFF Operations

The Aircraft Rescue and Fire-Fighting equipment, supplies, and manpower are under the control of the Sierra Blanca Regional Airport, and the ARFF Chief. The ARFF Chief is responsible to the Airport Manager for all requirements covered under Part 139.319 and will maintain sufficient equipment and trained personnel to maintain the rescue and fire-fighting capability required. If an increase in the average daily departures or the length of air carrier aircraft results in an increase in the Index required by 14 CFR Part 139, the airport shall comply with the increased requirements before authorization is given to the air carrier concerned. An index reduction procedure is not used.

(e) Vehicle Communications

The ARFF vehicles are equipped with two-way voice radio communications equipment capable of communication with mutual aid fire departments; local law enforcement agencies; Emergency Medical Services; and the Common Traffic Advisory Frequency (CTAF) since ATCT is not in operation at the airport.

A Discrete Emergency Frequency (DEF) has not been established at the airport

(f) Vehicle Marking and Lighting

The ARFF vehicles are painted in accordance with the most current version of AC 150/5210-5 and are equipped with 360 degree flashing beacon and reflective striping to contrast with background environment and optimize daytime and nighttime visibility and identification.

(g) Vehicle Readiness

- (1) ARFF vehicles must be maintained so as to be operationally capable of performing their intended functions. Operational checks of the ARFF vehicles and their firefighting systems are conducted daily by a certified ARFF employee. Scheduled service inspections and routine maintenance is performed by the designated airport mechanic and/or outside contracted mechanic.
- (2) ARFF vehicles are housed in a heated fire station .
- (3) Maintenance or repairs which cannot be accomplished at the airport are completed by a contracted certified diesel or Oshkosh manufacture repair facility.
- (4) Any ARFF employee that finds an ARFF vehicle inoperative, and/or not fully functional to its required use, must "Tag-Out" the vehicle, and immediately issue a work order to the ARFF Chief, or designee. The ARFF Chief, or designee determines the proper repair procedures.

Original Date: _____

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Section 319 - Aircraft Rescue and Fire Fighting: Operational Requirements (Continued)

- (5) Sierra Blanca Regional Airport has two ARFF trucks, that combined, are equivalent to an Index B service. If one truck goes out of service, for any reason, the other truck still complies with the airport's Index A requirement. If any one ARFF vehicle will be out of service for more than 48 hours, the ARFF Chief will submit notification, in writing, to the Airport Manager, and the FAA Southwest Region Division Airport Certification Inspector assigned to the airport.
- (6) If for any reason, both ARFF trucks are out of service at the same time, and cannot be repaired or replaced for more than 48 hours, the ARFF Chief will notify the Airport Manager that the ARFF department does not meet Index A commercial requirements, then the Airport Manager will close the airport to air carrier operations and notify the FAA Southwest Region Division Airport Certification Inspector assigned to the airport.

(h) Response Requirements

When requested by the FAA to demonstrate compliance with 139.319, at least one ARFF vehicle is capable of responding from the Airport Fire Station to the mid-point of the furthest air carrier runway or comparable distance and initiate discharge of extinguishing agent within 3 minutes of the alarm. All other ARFF vehicles are capable of responding from the Airport Fire Station to the mid-point of the furthest air carrier runway or comparable distance and initiate discharge of extinguishing agent within 4 minutes of the alarm. Vehicles and personnel will stand by at the airport for no less than 15 minutes before the arrival time and 15 minutes after the departure of any air carrier operation. Unscheduled Air Carrier Operations require prior permission of the Airport Manager. Index B level ARFF equipment is available upon prior request as well.

(i) Personnel

- (1) All rescue and firefighting personnel are equipped with protective clothing and equipment needed to perform their duties.
- (2) ARFF Personnel Training;
ARFF personnel receive initial and recurrent training (minimum every 12 consecutive calendar months) in the following areas:
 - (i) Airport familiarization;
 - (ii) Aircraft familiarization;
 - (iii) Rescue and firefighting personnel safety;
 - (iv) Emergency communication system on the airport, including fire alarms;
 - (v) Use of the fire hoses, nozzles, turrets, and other appliances required;

Original Date: _____

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Section 319 - Aircraft Rescue and Fire Fighting: Operational Requirements (Continued)

- (vi) Application of the types of extinguishing agents required for compliance with this part;
- (vii) Emergency aircraft evacuation assistance;
- (viii) Firefighting operations;
- (ix) Adapting and using structural rescue and firefighting equipment for aircraft rescue and firefighting;
- (x) Aircraft cargo hazards, including hazardous materials/dangerous goods incidents;
- (xi) Familiarization with firefighters' duties under the Airport Emergency Plan.

ARFF personnel are trained in the above subject areas following a site specific training curriculum. The ARFF Chief is responsible for maintaining the ARFF training curriculum and records of all training given to each individual.

- (3) All ARFF personnel must participate in a live-fire drill prior to initial performance of ARFF duties and participate in live-fire training at least once every 12 consecutive calendar months at an FAA acceptable Regional ARFF Training Facility.
- (4) All ARFF personnel serving the airport shall be trained and current in basic Emergency Medical Services, and available during air carrier operations. ARFF personnel shall be trained prior to initial performance of emergency medical services. Initial and recurrent training shall be a minimum of 40 hours in length and cover the following topics:
 - (i) Bleeding;
 - (ii) Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillator (AED);
 - (iii) Shock;
 - (iv) Primary Patient Survey;
 - (v) Injuries to skull, spine, chest, and extremities;
 - (vi) Internal Injuries;
 - (vii) Moving Patients;
 - (viii) Burns;
 - (ix) Triage
 - (x) Pediatric Care

(5) Records

The ARFF Chief is responsible for maintaining records of all training given to each individual. ARFF training records will be maintained for 24 consecutive calendar months. Such records include a description and date of training received.

Original Date: _____

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Section 319 - Aircraft Rescue and Fire Fighting: Operational Requirements (Continued)

- (6) Sufficient Personnel
Sufficient rescue and firefighting personnel are available during all air carrier operations to operate the vehicle(s), meet response times, and meet the minimum agent discharge rates.
- (7) Emergency Alerting System
ARFF personnel are alerted of existing or impending aircraft emergencies by the following alerting systems:
 - (i) Visual Observation;
 - (ii) Word of Mouth;
 - (iii) Radio Contact (CTAF/Unicom 122.8), or Airport UHF Radio;
 - (iv) Telephone/Cellphone;

(j) Hazardous Materials Guidance

Each ARFF vehicle is equipped with the (USDOT) North American Emergency Response Guidebook. All aircraft with any reported hazardous materials/dangerous goods will be instructed to proceed to the airport's designated Hot Hold areas. The handling of such material will be the responsibility of the New Mexico State Police.

(k) Emergency Access Roads

There are no designated Emergency Access roads at Sierra Blanca Regional Airport.

(L) Off Airport or Other Emergency Response of ARFF Equipment

An ARFF response to non-aviation incidents, such as structural fires or traffic accidents, that reduces the airport's index during air carrier operations, may result in a violation of 14 CFR Part 139. An off-airport ARFF response to an aircraft incident or accident may be a deviation as defined by 14 CFR Part 139, and will be conducted only if the airport ARFF equipment and personnel are adequate to meet the demands of the aircraft emergency. In such cases, if continuing air carrier operations are not fully protected in terms of number of required vehicles, agent quantities, trained personnel, communications, response time, and other requirements of 14 CFR Part 139.319, the ARFF Chief will report the off-airport response to the Airport Manager, who will issue a NOTAM informing air carriers that the airport is closed to air carrier operations. As soon as possible thereafter, all vehicles will be returned to service at their assigned post, and the NOTAM will be cancelled. If any air carrier operation was not informed of the off-airport response, it will be treated as a deviation and will be reported to the FAA by the Airport Manager.

Original Date: _____

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Section 321 - Handling and Storing of Hazardous Substances and Materials

(a) Cargo Handling Agent

Sierra Blanca Regional Airport employees do not act as hazardous cargo handling agents.

(b) Airport Fire Safety Fuel Handling Standards

The Airport complies with NFPA 407, which is the adopted local fire code for the Sierra Blanca Regional Airport.

(c) Fueling Agents

The airport is the fueling agent at the Sierra Blanca Regional Airport. All fueling agents must comply with 14 CFR, Part 139.321, and NFPA 407. Reasonable surveillance of all fueling activities is conducted by airport personnel and the Aircraft Rescue & Fire Fighting (ARFF) Department.

(d) Inspection of Fueling Facilities

The designated airport personnel must conduct periodic inspections of the fueling agent's fuel storage area, and mobile fuelers, for compliance with the airport's fire safety standards at least once every 3 consecutive calendar months. Follow up inspections must be conducted when unsatisfactory items are found. Checklists used by the Village of Ruidoso Fire Marshal are included in **Appendix 6**. Inspection records are maintained in the Airport Manager's office for at least 12 consecutive calendar months.

All fueling agents engaged in handling and dispensing aviation fuel are required to take immediate corrective action whenever notified of noncompliance with any aviation fueling fire code in NFPA 407, Advisory Circular AC-150-5230-4B, or 14 CFR, Part 139.321. If corrective action cannot be accomplished within a reasonable period of time, the Airport Manager, or designee, will notify the airport's assigned Airport Certification Safety Inspector.

(e) Training

- (1) Each fueling agent will have a supervisor complete an aviation fuel-training course in fire safety that is acceptable to the FAA. The supervisor must receive recurrent training at least once every 24 consecutive calendar months. If a new supervisor is hired, he/she must successfully complete an authorized aviation fuel-training course within 90 days.
- (2) All other Airport Line Technicians who fuel aircraft, accept fuel shipments, or handle fuel, must receive at least initial on-the-job training, and/or online training in fire safety and recurrent training every 24 consecutive calendar months from the Airport Line Technician Supervisor currently certified in a fire safety course acceptable to the FAA.
- (3) All fueling agents engaged in handling and dispensing fuel at the airport, must submit written certification to airport management once every 12 consecutive calendar months.

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months that the above training standards have been accomplished. Those records must be maintained in the Airport Manager's office for 12 consecutive calendar months.

Original Date: _____

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Section 323 - Traffic and Wind Direction Indicators

(a) Wind Direction Indicators

Wind Direction Indicators are provided and maintained by Sierra Blanca Regional Airport. All such indicators are as follows: A primary lighted wind cone is located midway along Runway 06/24 just west of Taxiway "B." Traffic patterns are standard. Replacement cones are available from a backup stock that is maintained on the airport. There are two additional, smaller lighted cones as follows: one on the southeast side of the approach end of Runway 24; one to the northwest side of the approach end of Runway 6.

(b) Segmented Circle

The airport has a segmented circle around the primary wind cone. There are no right-hand traffic patterns.

(c) Maintenance

The segmented circle and wind direction indicators are inspected each day during the daytime and nighttime safety inspection conducted by designated self-inspection personnel.

The segmented circle and wind direction indicators are maintained, clearly visible, and functional. Corrective action must be initiated promptly by airport personnel when unsatisfactory conditions are found with the segmented circle or wind direction indicators.

Original Date: _____

Revision Date: _____

Section 325 – Airport Emergency Plan Appendix 9

This document is published under a separate cover.

Original Date: _____

Revision Date: _____

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Section 327 – Self-Inspection Program

(a) Frequency of Inspection

Airport staff will conduct one day and one night inspection of the airport each day the airport is open, and the results of these inspections shall be reported on the Airfield Self Inspection Report. Additional inspections are to be accomplished as a result of unusual conditions such as construction, meteorological conditions, immediately after any incident or accident, and after any other unusual condition on the airport. Inspections will be performed immediately after an accident or incident.

All self-inspection personnel are provided equipment as described in the most current version of AC 150/5200-18.

Reporting System

(b) Training

The Airport Manager, or designee, is responsible for training the Airport Line Technicians to ensure that qualified personnel perform the inspections. In addition to on-the-job training, a training program has been established and includes initial and recurrent training every 12 consecutive months in the following subject areas:

1. Airport familiarization, including airport signs, marking and lighting;
2. Airport Emergency Plan (AEP);
3. Notice to Airmen (NOTAM) notification procedures;
4. Procedures for pedestrian and ground vehicles in movement areas and safety areas;
5. Discrepancy reporting procedures.
6. Any other training deemed necessary by the administrator.

(c) Inspection Records

A copy of the Airport Self Inspection Checklist can be found on the GoCanvas web browser, and/or an employee's wireless device. Inspection records show the conditions found and all corrective action taken. Inspection records are kept on file in the web based browser of the GoCanvas application utilized for paperless inspections.

(d) Training Records

Training records for each individual include a description and date of training received. Training records are kept on file in the Airport Manager's office for at least 24 consecutive calendar months.

Original Date: _____

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Section 329 - Pedestrians and Ground Vehicles

(a) Limiting Access / Personnel and Equipment

Pedestrians and ground vehicles authorized by the Airport Manager, or designee, to operate on movement areas and safety areas at the airport are limited to those pedestrians and vehicles necessary for airport operations and include the following type of vehicles:

- (i) Airport owned vehicles and equipment;
- (ii) FAA Airway Facilities vehicles authorized for maintenance of FAA equipment;
- (iii) Authorized construction vehicles;
- (iv) Other individuals who need access to the movement areas, and have not completed the airport's movement area driving training, or vehicle does not comply with proper procedures for ground vehicle operations in section 329(c), must be escorted by qualified personnel. Copies of the Airport's ramp and movement area vehicle test results are kept in the Airport Manager's office.

(b) Controls

Vehicle and pedestrian operations within the aircraft movement area are controlled through secured access points. Vehicle movement is controlled through communications with the Airport Unicom/CTAF or by an escort vehicle operated by airport staff. Vehicles and pedestrians will remain clear of the runway(s) and runway safety area(s) during aircraft landings and takeoffs. Due to the limited number of vehicles permitted in the movement area, control of these vehicles is accomplished by visual recognition.

(c) Procedures for Ground Vehicle Operations

Vehicles operating in the movement area are required to have the following;

- (i) Vehicle safety flag (daytime only);
- (ii) 360 degree flashing red or amber beacon on the tallest part of the vehicle;
- (iii) VHF aviation radio to communicate on Unicom/CTAF;
- (iv) If does not meet those requirements, they must be escorted by a vehicle which is so equipped.

Vehicle operators shall announce their location and intentions on Unicom/CTAF frequency while operating in the movement areas. If radio communications should become inoperative for any reason the operator must clear the movement area. If the operator cannot return to the ramp area without driving in the movement area, they must pull off the paved surface, and contact the airport via mobile phone, and/or by any other visual or auditory means and wait for an escort.

Original Date: _____

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Section 329 – Pedestrians and Ground Vehicles (Continued)**(d) Training of Employees Authorized to Operate on the Movement Area and Safety Areas**

Prior to entry into the movement area, any vehicle operator not familiar with airport operations will be thoroughly briefed by the Airport Manager, or designee, as to compliance with the airport's rules and procedures. All persons who will be given access to the movement and safety areas will receive training and a copy of the Sierra Blanca Regional Airport Rules and Procedures for Ground Vehicles. If a vehicle is to be allowed into the movement and safety areas, and is not in compliant of Procedures for Ground Vehicles in Section 329(c), an escort vehicle shall escort it into the movement area.

(e) Consequences of Non-Compliance

Failure to comply with any of these rules and procedures could lead to catastrophic results. If violated, authorized airport personnel may revoke or suspend driving privileges on the airport, subject to review by the Airport Manager. In minor incidents, the driver shall be required to conduct retraining prior to reinstating their airport driving privileges. A major incident will constitute a revocation of driving privileges. The driver may appeal their revocation in writing to the Airport Manager in five (5) business days. The Airport Manager's decision will be returned in writing to the driver in ten (10) business days. The Airport Manager's decision is final.

(f) Maintain Records**(1) Training**

The Airport maintains a description and date of training completed by each individual operating in the movement areas, safety areas or aprons. Records are maintained for 24 consecutive calendar months after the termination of an individual access to the movement areas, safety areas, and aprons and kept in the Airport Manager's office;

(2) Accidents/Incidents

The Airport maintains records of accidents or incidents in the movement areas and safety areas, involving air carrier aircraft, ground vehicles, or pedestrians. Records of each accident or incident are maintained for 12 consecutive calendar months from the date of accident or incident. These records are kept in the Airport Manager's office.

Original Date: _____**Revision Date:** _____

Section 331 - Obstructions

General

The Airport must ensure that each object within the authority of the Airport that has been determined by the FAA to be an obstruction is removed, marked or lighted unless determined to be unnecessary by an FAA aeronautical study. Airport Obstruction map is contained in both the Airport Layout Plan and Airport Master Plan (FAA Approved June 8, 2016).

Obstructions

The following is a list of obstruction lights on or near the airport, and the responsible party for its maintenance.

- (1) AWOS – Airport
- (2) ATCT – Airport
- (3) Windsocks – Airport
- (4) Localizer – FAA
- (5) Glideslope – FAA
- (6) DME – FAA

If an airport owned obstruction light is found inoperable, it will be repaired immediately. If the obstruction light cannot be repaired before sundown, a NOTAM will be issued. If an FAA obstruction light is found inoperable, the airport will contact the FAA MOCC and advise of needed repairs.

Original Date: _____

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Section 333 – Protection of NAVAIDS

(a) Construction

No facilities will be constructed on the airport that have been determined by the FAA to derogate the operation of an electronic or visual NAVAID or air traffic control facilities. The Airport Manager, or designee, will notify the FAA if aware of any changes in construction plans or equipment. Airport personnel are responsible for monitoring construction activity on the airport to prevent the interruption of visual and electronic signals of NAVAIDS.

(b) Protection Against Vandalism

The airport will protect all NAVAIDS on its airport against vandalism and theft.

(c) Interruption of Visual and Electronic Signals of NAVAIDS

Interruption of visual and electronic signals of NAVAIDS is prevented, when within the Airport's authority. Airport personnel will maintain the grass height and snow levels in ILS critical areas that may affect electronic signals of NAVAIDS.

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Section 335 – Public Protection

(a) Access Control

Access onto apron areas is limited to persons who have an operational need. Points of entry are protected by gates which are accessible only by security punch code or key. If the airport manager, or designee, feels the security codes or key entries have been compromised, they will be changed. The airports map of fencing and gates can be found in Appendix 10.

(b) Fencing

Fencing at the airport is 8' high, except for 6' high fence along the North part of the airport from hangar P-10, East to the ARFF & Maintenance building. The East, South, and West part of the perimeter is protected by a secondary wildlife fence that is 4' high. The perimeter fence shall prevent inadvertent entry onto airport property by persons, vehicles, or wildlife. Signs restricting access are posted on all gates around the perimeter. The airport has established procedures for controlling access through perimeter gates as stated above in Section 335(a).

(c) Inspection and Maintenance

Perimeter fencing, gates and signs are inspected during the daily self-inspection. Gates shall be closed and locked. If found open, it will be recorded on the inspection form. The Airport Manager, or designee, shall follow up with any tenant and/or contractor granted temporary access control responsibility. The airport is responsible for maintaining fencing.

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Section 337 - Wildlife Hazard Management

This document is published under a separate cover.

Original Date: _____

Revision Date: _____

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FAA Approval: _____

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Section 339-Airport Condition Reporting

(a) Reporting Airport Conditions

- (1) The airport utilizes e-NOTAM system.
- (2) Airport personnel in the following positions are authorized to issue Airport Condition Reports to the e-NOTAM system.
 - (i) Airport Manager
 - (ii) Operations Supervisor
 - (iii) Airport Line Technician
 - (iv) Airport Administrative Assistant

(b) Airport Condition Reporting System

The procedures for issuing the Airport Conditions Reports are as follows:

- (1) Utilize an airport computer, tablet, or smartphone to log onto the e-NOTAM system;
- (2) Enter the condition and area affected. Input the condition time period;
- (3) If the NOTAM is self-cancelling, no other action is necessary;
- (6) If the NOTAM requires to be canceled, log on to e-NOTAM and complete the NOTAM closing portion in same manner as the opening.

A current listing of personnel authorized to issue Airport Condition Reports is provided to the e-NOTAM administration page.

(c) Conditions Requiring a Surface Condition Report

The following airport conditions that may affect the safe operation of air carriers must be disseminated to the Flight Service NOTAM station or disseminated locally via CTAF if AFSS does not accept the condition for NOTAM distribution:

- (1) Construction or maintenance activity on movement areas, safety areas, or loading ramps and parking areas;
- (2) Surface irregularities on movement areas, safety areas, or loading ramps and parking areas;
- (3) Snow, ice, slush and/or water on movement areas or loading ramps and parking areas;
- (4) Snow piled or drifted on or near movement areas in such a height that all air carrier aircraft propellers, engine pods, rotors, and wingtips may not clear the snowdrift or snowbanks as the aircraft's landing gear traverses any full strength portion of the movement area;
- (5) Object on the movement area or safety areas contrary to Section 309;

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Section 339-Airport Condition Reporting (Cont'd)

- (6) Malfunction of any required lighting system, holding position signs, or ILS critical area signs;
- (7) Unresolved wildlife hazards in accordance with Section 337;
- (8) Non-availability of any required rescue and firefighting capability required in Sections 317 and 319;
- (9) Any other conditions that may otherwise adversely affect the safe operations of air carriers.

(d) Records

Each certificate holder must prepare and keep, for at least 12 consecutive calendar months, a record of each dissemination of airport condition information to air carriers.

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Section 341 – Identifying, Marking, Lighting Construction and Unserviceable Areas

Safety plans and construction marking and lighting must be accomplished in accordance with the most current version of AC 150/5370-2, Operational Safety on Airports During Construction.

- (a) (1) Mark and, if appropriate, light:
- (i) Construction Areas
Each construction area or unserviceable area on or adjacent to a movement area that may be used by air carrier aircraft must be marked and, if appropriate, lighted.
 - (ii) Construction Equipment
Construction equipment must be marked, and, if appropriate, lighted.
 - (iii) Areas Adjacent to NAVAIDS
Any area adjacent to a NAVAID that could cause derogation of the signal or failure of the NAVAID, if traversed, must be marked and, if appropriate, lighted in a manner acceptable to the Administrator. Marking and lighting, when appropriate, of areas adjacent to NAVAIDS must be accomplished by the contractor under the direction of the Airport Manager. The airport staff is responsible for monitoring construction activity on the airport to prevent construction equipment from traversing any areas adjacent to NAVAIDS that could cause derogation of signals.
- (2) Procedures for Avoiding Damage to Utilities
Utility plans for airport utilities are on file in the airport administration office. The location of any airport utility lines in the areas of construction must be marked by each individual utility company (Call Before You Dig) prior to the start of construction. The airport's contracted engineer staff is responsible for monitoring construction activity on the airport to prevent the interruption of utilities.

Original Date: _____

Revision Date: _____

Section 343 – Noncomplying conditions

If any element of part 139 is not met to the extent that an uncorrected unsafe condition exists on the airport, the airport operator must halt air carrier activity on the unsafe area.

The unsafe area will be identified by barriers (reflective cones, barricades, and/or flagging). A NOTAM will be issued describing the unsafe area and its location on the airport. Once the area is repaired, the barriers will be removed, and the NOTAM canceled.

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APPENDIX

Appendix – 1 - Lines of Succession of Operational Responsibility

Airport Manager: Responsible for direction and enforcement of all essential functions of the Sierra Blanca Regional Airport, including, but not limited to, administration, AIP processes, construction, all duties related to enforcement of security, FAR Part 139 certification, and annual budget expenditures.

Operations Supervisor: Reports directly to the Airport Manager. Oversee Line Service Technicians, customer service agent, temporary or part-time employees, training, record keeping, safety, FAR Part 139 compliance, daily operation of the airport, and administrative functions for the employees as needed.

ARFF Chief: Reports to the Airport Manager. Performs the day-to-day operations, training, record keeping, and maintenance of the ARFF and EMR functions. Incident Commander for all airport and aircraft emergency related calls.

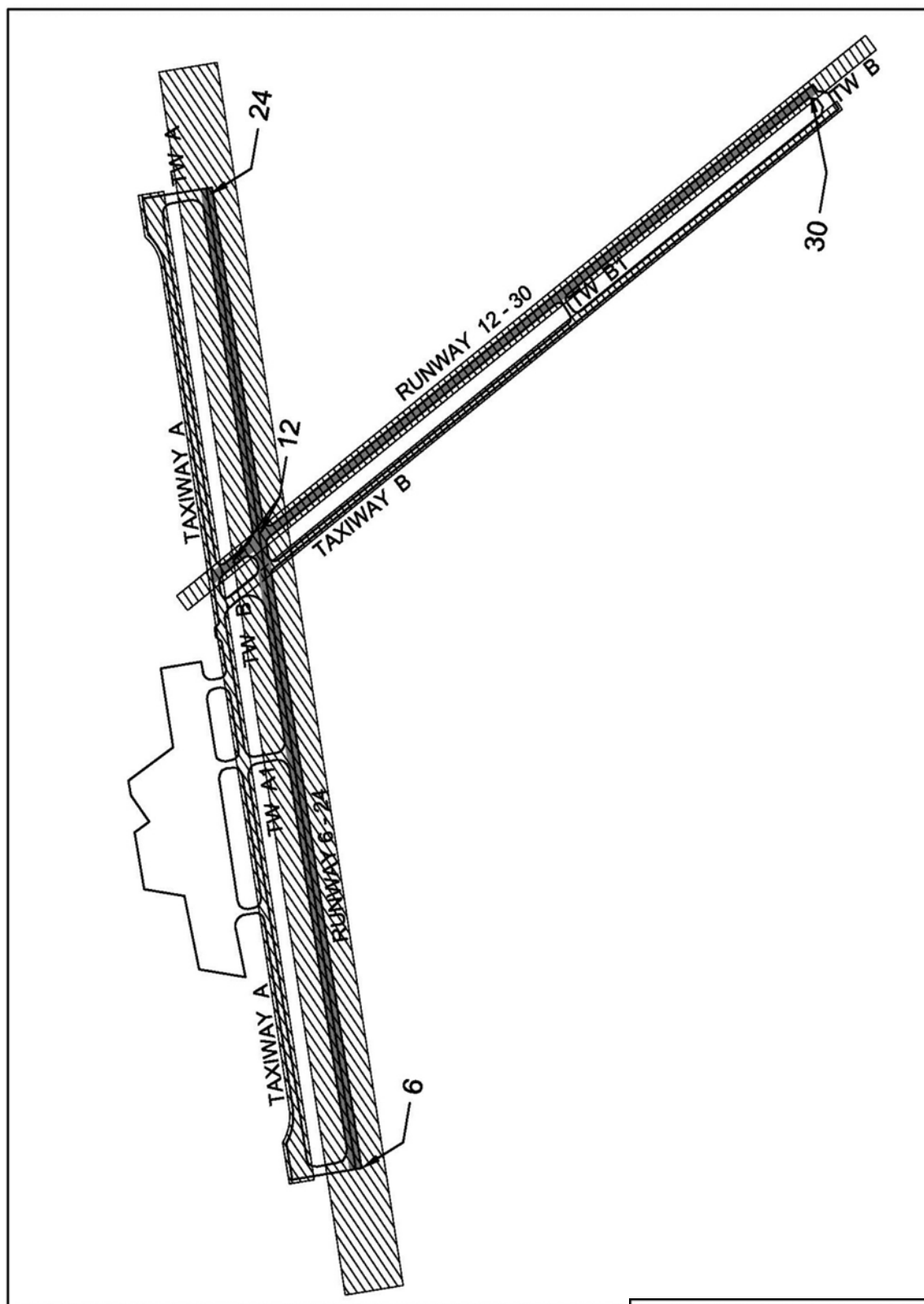
Line Service Technicians: Reports to the operations Supervisor. Performs all day-to-day functions related to airport services, including fueling, aircraft services, building maintenance, ARFF and first responder calls, airfield security, inspections, and cleaning. Assists with all administrative functions as needed.

Airport Administrative Assistant: Reports directly to the Airport Manager. Performs all day-to-day functions as administrative assistant, including secretarial, customer relations, purchasing, and lease management. Assists with duties involving emergency responses, airport relations, and radio communications for aircraft and employees.

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Appendix 2 – Safety Area Diagram



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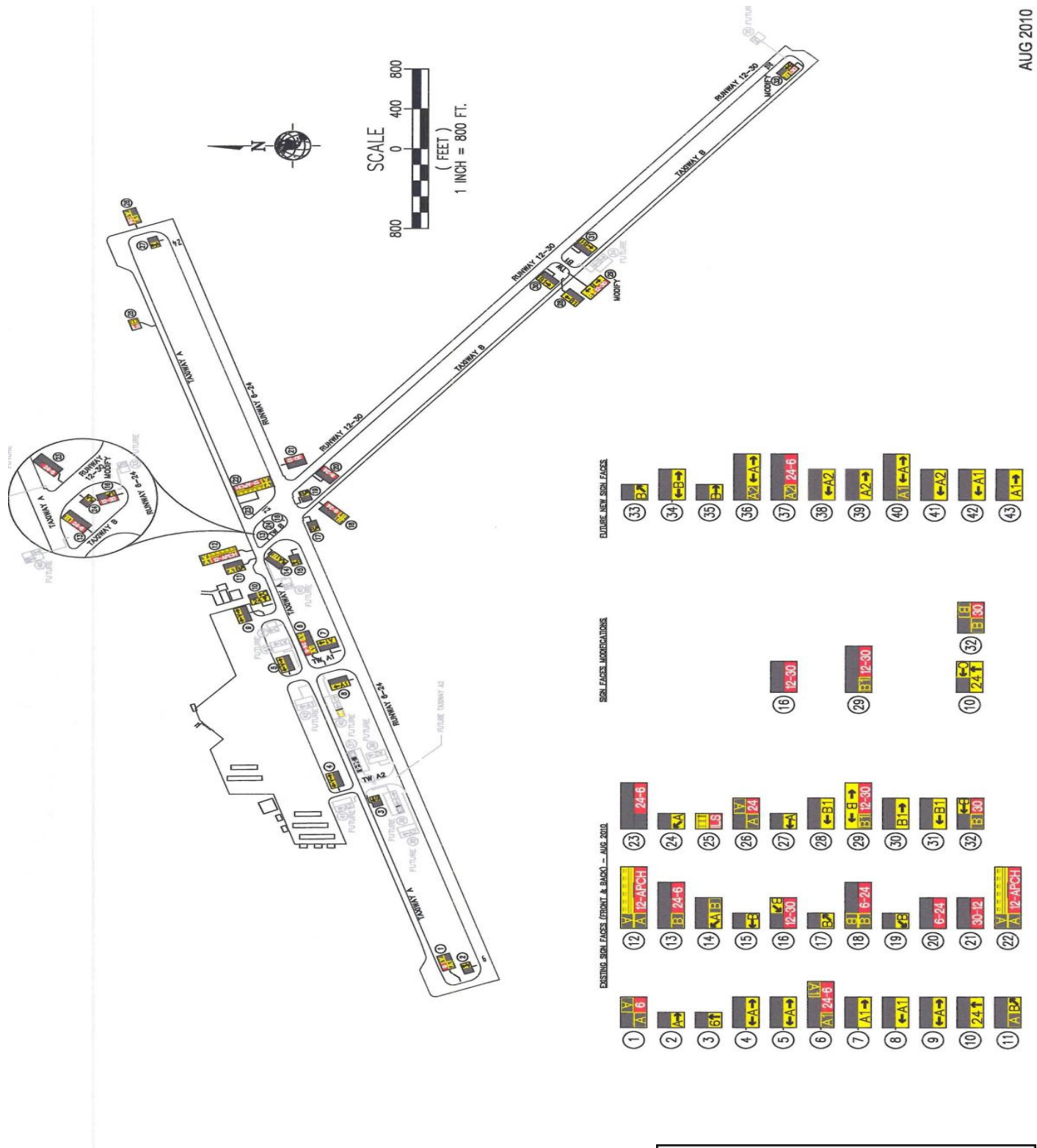
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Appendix 3 – Sign & Marking Plan



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Appendix 4 – Snow and Ice Control Plan

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5.2	Applying the Runway Condition Assessment Matrix (RCAM).....	
	Determining Runway Conditions.....	
	Downgrade Assessment Criteria	

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	Upgrade Assessment Criteria Based on Friction Assessments.....
5.3	Runway Friction Surveys, Equipment, and Procedures.....
	Conditions acceptable to use Decelerometers or Continuous Friction Measuring Equipment to conduct runway friction surveys on frozen contaminated surfaces.....
	When to Conduct.....
	How to Conduct.....
	Calibration.....
5.4	Taxiway, Apron, and Parking Area Assessments.....
5.5	Surface Condition Reporting.....
5.6	Reportable Contaminants without Performance Data.....
5.7	Slippery When Wet Runway.....
5.8	Requirements for Closures.....
5.9	Continuous Monitoring and Deteriorating Conditions.....
5.10	Surface Conditions Not Being Monitored/Reported.....

Original Date: _____

Revision Date: _____

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FAA Approval: _____

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Chapter 1. Pre-Season Actions

1.1 Airport Preparation

a) Airport Management Meetings

The Airport Manager will typically initiate a meeting the month of October timeframe to discuss equipment and material inventory, repair needs, staffing, budget, training, previous years issue's, and any other topics associate with snow and ice control and its plan.

b) Personnel Training

All Line Tech personnel receive recurrent snow removal training every 12 consecutive calendar months. All training for airport personnel is conducted by the Operations Supervisor. Training records are maintained by him/her as well.

- i) Snow removal equipment operation and driver training
- ii) Review the Snow and Ice Control Plan and plowing priorities

c) Equipment Preparation

Every October the airport's designated mechanic will inspect and prepare each piece of snow removal equipment. Required fluids, replacement parts, and snow removal equipment components will be inventoried and stockpiled.

1.2 Snow and Ice Control Meetings.

The Airport employees will meet with the Operations Supervisor to provide feedback and make recommendations to snow and ice removal operations and Snow and Ice Control Plan (SICP) updates at Sierra Blanca Regional Airport.

At the beginning of November the Airport tenants will receive a monthly newsletter that provides reminders of the SICP operations, and if there are any changes to the plan. Tenants will be given information on how they may provide any comments or suggestions to the airport on the SICP.

Original Date: _____

Revision Date: _____

The following topics should be discussed in the SICC:

- Airport Clearing Operations Discussion Topics
 - Areas Designated as Priority I area, any new airfield infrastructure
 - Clearing operations and follow-up airfield assessments
 - Potentials for pilot or vehicular runway incursions or incidents
 - Staff requirements and qualifications (training)
 - Update training program
 - Streamline decision making process
 - Response time to keep runways, taxiways and ramp areas operational
 - Communication, terminology, frequencies, and procedures
 - Monitoring and updating of runway surface conditions
 - Issuance of NOTAMS and dissemination to ensure timely notification
 - Equipment inventory
 - Procedures for storm water runoff mitigation
 - Snow hauling/disposing, snow dumps
 - New runoff requirements for containment or collection

Original Date: _____

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Chapter 2. Post-Event/Season Actions

2.1 Post Event.

After each snow event, airport management will meet and discuss any issues that have arisen from the event.

All airport employees will be encouraged to provide feedback to airport management before, during or following each snow event. After a significant event or a challenging operation, a separate meeting will be held.

2.2 Post Season.

After each snow season an airport employee meeting will be held, typically in March to review the snow season issues and recommendations for changes. The same topics as pre-season should be reviewed.

Operations Supervisor and airport employees will inspect and repair equipment and will inspect airfield for discrepancies, order equipment and supplies as needed, and airport management will update the SICP.

Original Date: _____

Revision Date: _____

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Chapter 3. Snow Removal Action Criteria

3.1 Activating Snow Removal Personnel.

Sierra Blanca Regional Airport has six employees capable of operating snow removal equipment. It is everyone's job to monitor future and current weather conditions that may affect the airport and its surfaces. Those updates will be directed to the Operations Supervisor, who in turn will decide when the SICP shall be implemented.

a) Weather Forecasting

- The Operations Supervisor, or on duty Line Tech, is responsible to monitor the current and/or forecast weather conditions constantly during a predicted storm event.
- NOAA, National Weather Service, Flight Radar, and local news are used for weather forecasts.

b) Chain of Command

- The on-duty airport line tech is responsible to monitor the airfield every half hour during a weather event.
- The airfield will physically be inspected by the on-duty airport line tech.
- The Operations Supervisor is responsible to initiate a Snow Alert Callout after receiving the airfield inspection report from the on-duty airport line tech.
- The Operations Supervisor, or designee, will conduct the callout and notification of personnel hold over.

c) Triggers for Initiating Snow Removal Operations

Snow removal operations will begin when contaminants begin accumulating on pavement surfaces. These operations will begin once the Operations Supervisor concurs the following triggers have been met.

<u>Precipitation</u>	<u>Depth in Inches</u>
Slush	1+
Wet Snow	1+
Dry Snow	1+
Ice or Freezing Rain	1+

3.2 Personnel Responsible.

Original Date: _____

Revision Date: _____

Any and all available airport line-techs and/or management are responsible for operating snow removal equipment. The designated airport mechanic will be responsible for the repair and/or maintenance required to keep snow removal equipment in operation. The airport customer service clerk and office manager will handle the airport terminal operations and updated airport status information to our customers and tenants.

3.3 Snow Control Center (SSC).

The Customer Service Clerk, or an on-duty Line Tech operates the SCC at the Fuel Service Desk.

At a minimum, the SCC will perform the following functions:

- Communicating and updating with Snow Removal employees.
- Serving as the prime source for initiating NOTAM's on FICONS, Closures, Openings, etc.
- Informing Air Carriers, Air Taxis, and other users of airport conditions.
- Tracking the times equipment take to clear a runway or taxiway.

3.4 Airfield Clearing Priorities.

Listed below are the clearing priorities for Sierra Blanca Regional Airport

a) Priority 1

- 1) Runway 06/24
- 2) Twy A1 straight into the ramp and parking area
- 3) Perimeter gate 6 from highway to ramp for emergency/mutual aid
Vehicle access
- 4) ARFF Bay Ramps
- 5) NAVAIDs for Rwy 06/24 if they are blocked or covered

b) Priority 2

- 1) Taxiway A
- 2) Runway 12/30
- 3) Taxiway B
- 4) Terminal Customer Parking

c) Priority 3

- 1) Aircraft ramp tie-down and parking areas
- 2) Tenant Hangars
- 3) Airport vehicle entrance and parking

3.5 Airfield Clearance Times.

Original Date: _____

Revision Date: _____

The airfield clearance time for all Priority 1 runway, taxiway, and ramp is one (1) hour

Table 1-1. Clearance Times for Commercial Service Airports

<i>Annual Airplane Operations</i> (includes cargo operations)	<i>Clearance Time¹</i> (hour)
40,000 or more	½
10,000 – but less than 40,000	1
6,000 – but less than 10,000	1½
Less than 6,000	2
<i>General: Commercial Service Airport means a public-use airport that the U.S. Secretary of Transportation determines has at least 2,500 passenger boardings each year and that receives scheduled passenger airplane service [reference Title 49 United States Code, Section 47102(7)].</i>	
<i>Footnote 1: These airports should have sufficient equipment to clear 1 inch (2.54 cm) of falling snow weighing up to 25 lb/ft³ (400 kg/m³) from Priority 1 areas within the recommended clearance times.</i>	

3.6 Snow Equipment List.

- 1989 Oshkosh Snow Plow (Primary)
- 1990 Oshkosh Sno-Go Blower (Primary)
- 2014 Ford F-250 Utility Truck (Primary)
- 2016 Ford F-350 Crew Truck (Primary)
- 2024 Chevrolet 2500
- 1988 Case Front End Loader (Backup)

3.7 Storage of Snow and Ice Control Equipment.

- Oshkosh Snow Plow – Heated Garage
- Oshkosh Sno-Go Blower – Heated Garage
- Ford F-250 – Unheated Garage
- Ford F-350 – Heated Hangar
- Case Front End Loader – Unheated Garage

3.8 Definitions.

Airside Urea.

(Otherwise known as “Carbamide”) The approved specifications are SAE AMS 1431, Compound, Solid Runway and Taxiway Deicing/Anti-Icing, and MIL SPEC DOD-U-10866, Technical Urea. Agricultural grade urea that meets any of these specifications, called airside urea, is acceptable.

Approved Chemical.

A chemical, either solid or liquid, that meets a generic SAE or MIL specification.

Original Date: _____

Revision Date: _____

Ash.

A grayish-white to black solid residue of combustion normally originating from pulverized particulate matter ejected by volcanic eruption.

Compacted Snow.

Snow that has been compressed and consolidated into a solid form that resists further compression such that an airplane will remain on its surface without displacing any of it. If a chunk of compressed snow can be picked up by hand, it will hold together or can be broken into smaller chunks rather than falling away as individual snow particles.

Note: A layer of compacted snow over ice must be reported as compacted snow only.

Example: When operating on the surface, significant rutting or compaction will not occur. Compacted snow may include a mixture of snow and embedded ice; if it is more ice than compacted snow, then it should be reported as either ice or wet ice, as applicable.

Contaminant.

A deposit such as frost, any snow, slush, ice, or water on an aerodrome pavement where the effects could be detrimental to the friction characteristics of the pavement surface.

Contaminated Runway.

For purposes of generating a runway condition code and airplane performance, a runway is considered contaminated when more than 25 percent of the runway surface area (within the reported length and the width being used) is covered by frost, ice, and any depth of snow, slush, or water.

When runway contaminants exist, but overall coverage is 25 percent or less, the contaminants will still be reported. However, a runway condition code will not be generated.

While mud, ash, sand, oil, and rubber are reportable contaminants, there is no associated airplane performance data available and no depth or Runway Condition Code will be reported.

Exception: Rubber is not subject to the 25 percent rule, and will be reported as Slippery When Wet when the pavement evaluation/friction deterioration indicates the averaged Mu value on the wet pavement surface is below the Minimum Friction Level classification specified in Table 3-2 of FAA Advisory Circular 150/5320-12.

Dry (Pavement).

Describes a surface that is neither wet nor contaminated.

Original Date: _____

Revision Date: _____

Dry Runway.

A runway is dry when it is neither wet, nor contaminated. For purposes of condition reporting and airplane performance, a runway can be considered dry when no more than 25 percent of the runway surface area within the reported length and the width being used is covered by:

Visible moisture or dampness, or

Frost, slush, snow (any type), or ice.

A FICON NOTAM must not be originated for the sole purpose of reporting a dry runway. A dry surface must be reported only when there is need to report conditions on the remainder of the surface.

Dry Snow.

Snow that has insufficient free water to cause it to stick together. This generally occurs at temperatures well below 32° F (0° C). If when making a snowball, it falls apart, the snow is considered dry.

Eutectic Temperature/Composition.

A deicing chemical melts ice by lowering the freezing point. The extent of this freezing point depression depends on the chemical and water in the system. The limit of freezing point depression, equivalent to the lowest temperature that the chemical will melt ice, occurs with a specific amount of chemical. This temperature is called the eutectic temperature, and the amount of chemical is the eutectic composition. Collectively, they are referred to as the eutectic point.

FICON (Field Condition Report).

A Notice to Airmen (NOTAM) generated to reflect Runway Condition Codes, vehicle braking action, and pavement surface conditions on runways, taxiways, and aprons.

Fluid Deicer/Anti-Icers. The approved specification is SAE AMS 1435, Fluid, Generic Deicing/Anti-icing, Runways and Taxiways.

Frost.

Frost consists of ice crystals formed from airborne moisture that condenses on a surface whose temperature is below freezing. Frost differs from ice in that the frost crystals grow independently and therefore have a more granular texture.

Note: Heavy frost that has noticeable depth may have friction qualities similar to ice and downgrading the runway condition code accordingly should be considered. If driving a vehicle over the frost does not result in tire tracks down to bare pavement, the frost should be considered to have sufficient depth to consider a downgrade of the runway condition code.

Generic Solids. The approved specification is SAE AMS 1431, Compound, Solid Runway and Taxiway Deicing/Anti-Icing.

Original Date: _____

Revision Date: _____

Ice.

The solid form of frozen water to include ice that is textured (i.e., rough or scarified ice).

A layer of ice over compacted snow must be reported as ice only.

Layered Contaminant.

A contaminant consisting of two overlapping contaminants. The list of layered contaminants has been identified in the RCAM and include:

- Dry Snow over Compacted Snow
- Wet Snow over Compacted Snow
- Slush over Ice
- Water over Compacted Snow
- Dry Snow over Ice
- Wet Snow over Ice

Mud.

Wet, sticky, soft earth material.

Multiple Contaminants.

A combination of contaminants (as identified in the RCAM) observed on paved surfaces. When reporting multiple contaminants, only the two most prevalent / hazardous contaminants are reported. When reporting on runways, up to two contaminant types may be reported for each runway third. The reported contaminants may consist of a single and layered contaminant, two single contaminants, or two layered contaminants. The reporting of “multiple contaminants” represent contaminants which are located adjacent to each other, not to be confused with a “layered contaminant” which is overlapping. For example:

- Single contaminant and Layered contaminant.
‘Wet’ and ‘Wet Snow over Compacted Snow’
- Single contaminant and Single contaminant.
‘Wet Snow’ and ‘Slush’
- Layered contaminant and Layered contaminant.
‘Dry Snow over Compacted Snow’ and ‘Dry Snow over Ice’

Oil.

A viscous liquid, derived from petroleum or synthetic material, especially for use as a fuel or lubricant.

Original Date: _____

Revision Date: _____

Runway (Primary and Secondary).

Primary.

Runway(s) being actively used or expected to be used under the existing or anticipated adverse meteorological conditions, where the majority of the takeoff and landing operations will take place.

Secondary.

Runway(s) that supports a primary runway and is less operationally critical. Takeoff and landing operations on such a runway are generally less frequent than on a primary runway. Snow removal operations on these secondary runways should not occur until Priority 1 surfaces are satisfactorily cleared and serviceable.

Runway Condition Assessment Matrix (RCAM).

The tool by which an airport operator will assess a runway surface when contaminants are present.

Runway Condition Code (RwyCC).

Runway Condition Codes describe runway conditions based on defined contaminants for each runway third. Use of RwyCCs harmonizes with ICAO Annex 14, providing a standardized “shorthand” format (Eg: 4/3/2) for reporting. RwyCC (which replaced Mu values) are used by pilots to determine landing performance calculations.

Sand.

A sedimentary material, finer than a granule and coarser than silt.

Slush.

Snow that has water content exceeding a freely drained condition such that it takes on fluid properties (e.g., flowing and splashing). Water will drain from slush when a handful is picked up. This type of water-saturated snow will be displaced with a splatter by a heel and toe slap-down motion against the ground.

Slush over Ice.

See individual definitions for each contaminant.

Slippery When Wet Runway.

A wet runway where the surface friction characteristics would indicate diminished braking action as compared to a normal wet runway.

Slippery When Wet is only reported when a pavement maintenance evaluation indicates the averaged Mu value on the wet pavement surface is below the Minimum Friction Level classification specified in Table 3-2 of FAA Advisory Circular 150/5320-12. Some contributing factors that can create this condition include: Rubber buildup, groove failures/wear, pavement macro/micro textures.

Original Date: _____

Revision Date: _____

Water.

The liquid state of water. For purposes of condition reporting and airplane performance, water is greater than 1/8-inch (3mm) in depth.

Wet Runway.

A runway is wet when it is neither dry nor contaminated. For purposes of condition reporting and airplane performance, a runway can be considered wet when more than 25 percent of the runway surface area within the reported length and the width being used is covered by any visible dampness or water that is 1/8-inch or less in depth.

Wet Ice.

Ice that is melting, or ice with a layer of water (any depth) on top.

Wet Snow.

Snow that has grains coated with liquid water, which bonds the mass together, but that has no excess water in the pore spaces. A well-compacted, solid snowball can be made, but water will not squeeze out.

Original Date: _____

Revision Date: _____

Chapter 4. Snow Clearing Operations and Ice Prevention

4.1 Snow Clearing Principals.

a) Ramp and Terminal

Snow accumulations shall be pushed to the East fence line on the Terminal Ramp, and pushed to the North fence line on the ARFF ramp. Do Not push snow toward aircraft, aircraft parking spaces, aircraft sunshades, and hangars.

- Ensure ramp signs are clear of snow
- Stockpiles of snow will be excavated and trucked off airport.
- Snow piles may NOT exceed two feet (2') on height clearance on the terminal ramp.
- Large snow piles against the fence may NOT obstruct view of pilots converging on the East and Central ramp areas.
- Heavy Snow-Hauling will either be the off-airport open field East of the Terminal, or in the "Pit" West of the large hangars.

b) Runway and Taxiways

The Oshkosh snow plow will begin plowing snow from the South edge line of runway 06/24, pushing it to the North edge line of the runway. The Oshkosh Sno-Go blower will then blow the plowed pile out into the field adjacent to the runway. The two Ford pickups with plows will then make sure all intersections, lights, and signs are clear of snow piles. No pile shall exceed two (2') feet in height or block the pilots view of any cross runway or taxiway.

Once runway 06/24 has been completely cleared from end to end and edge to edge, then the Oshkosh will assist the pickup plows with clearing taxiway A1 all the way to the terminal. Then once the path to the terminal is clean from edge to edge, begin pushing the ramp snow as stated in 4.1 a.

c) Snowbanks

No snow bank on the aircraft operating area shall exceed two (2') feet. The only exception is the piled snow against the East and North ramp fence line. Once that pile is at the top of the fence, for security reasons, it will be excavated and removed off airport. For illustration purposes, Sierra Blanca Regional Airport uses the Design Group I and II for compliance.

Original Date: _____

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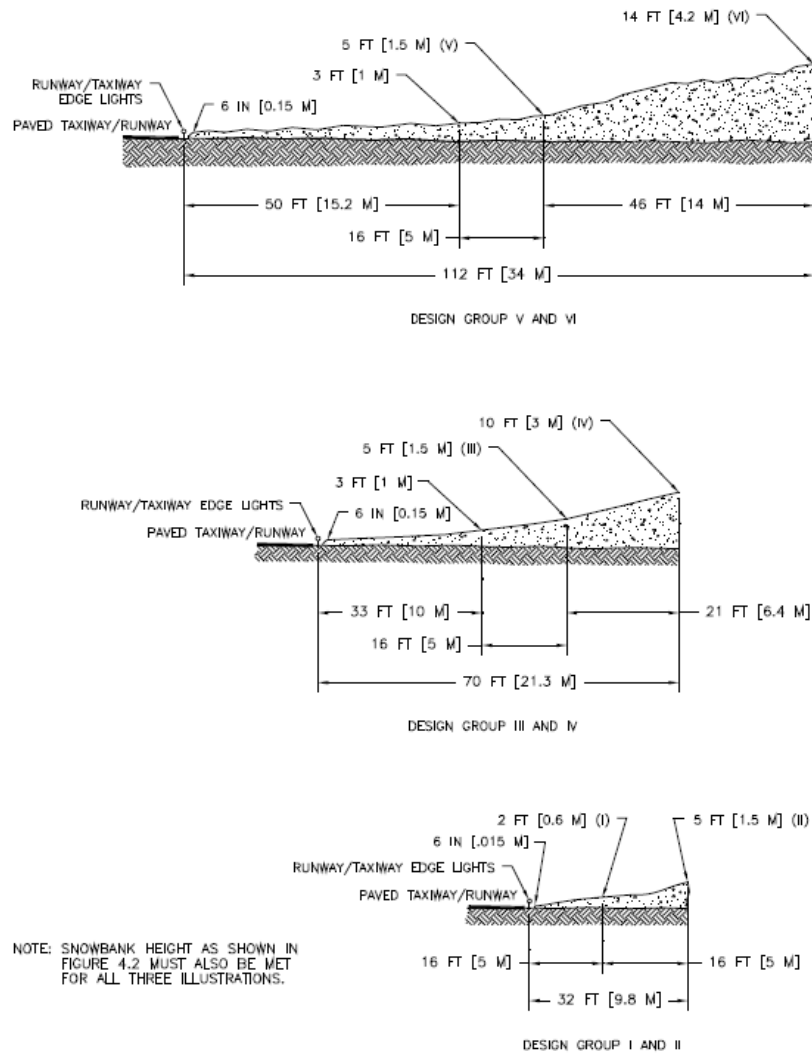


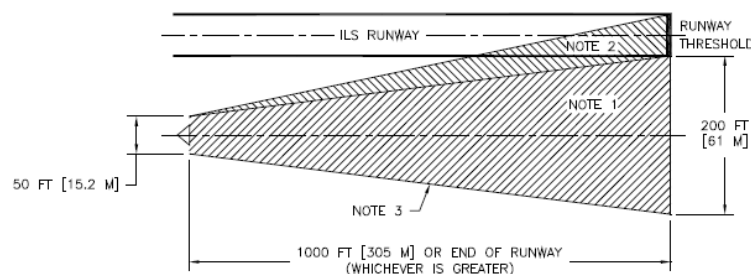
Figure 4-1. Snow Bank Profile Limits Along Edges of Runways and Taxiways with the Airplane Wheels on Full Strength Pavement (see Figure 4-2 guidance)

Original Date: _____

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d) NAVAIDs

Triggers to clear each glide slope critical areas and PAPI/VASI will follow Figure 4-2 below according to the airport's current visual and instrument guidance systems in place.



NOTES:

1. CATEGORY I GLIDE SLOPE SNOW CLEARANCE AREA.
2. CATEGORY II AND III GLIDE SLOPE SNOW CLEARANCE AREA. THE AREA DEPICTED UNDER NOTE 1 SHALL ALSO BE CLEARED.
3. THE DEPTH OF SNOWBANKS ALONG THE EDGES OF THE CLEARED AREA SHALL BE LESS THEN 2 FEET.

ACTION TAKEN	SNOW DEPTH		
	SBR <6 IN [15 cm] NR. CEGS <18 IN [45 cm]	SBR 6 TO 8 IN [15 TO 20 cm] NR. CEGS 18 TO 24 IN [45 TO 60 cm]	SBR >8 IN [20 cm] NR. CEGS >24 IN [60 cm]
SNOW REMOVAL (SEE ABOVE FIGURE)	REMOVAL NOT REQUIRED RESTORE FULL SERVICE AND CATEGORY.	ILS CATEGORY I REMOVE SNOW 50 FT [15M] WIDE AT MAST WIDENING TO 200 FT [60M] WIDE AT 1000 FT [300M] OR END OF RUNWAY TOWARD MIDDLE MARKER. ILS CATEGORIES II AND III AS ABOVE PLUS WIDEN THE AREA TO INCLUDE A LINE FROM THE MAST TO THE FAR EDGE OF RUNWAY THRESHOLD.	
NO SNOW REMOVAL	RESTORE FULL SERVICE AND CATEGORY.	ALL CATEGORIES RESTORE TO CATEGORY I SERVICE. CATEGORY D AIRCRAFT MINIMA RAISED TO LOCALIZER ONLY. TYPICAL NOTAM TEXT: "DUE TO SNOW ON THE IXXX (APPROPRIATE IDENTIFIER) GLIDE SLOPE, MINIMA TEMPORARILY RAISED TO LOCALIZER ONLY FOR CATEGORY D AIRCRAFT" IF APPLICABLE. "CATEGORY II NA" OR "CATEGORY II/III NA".	ALL CATEGORIES APPROACH RESTRICTED TO LOCALIZER ONLY MINIMA. TYPICAL NOTAM TEXT: "DUE TO SNOW ON THE IXXX (APPROPRIATE IDENTIFIER) GLIDE SLOPE, MINIMA TEMPORARILY RAISED TO LOCALIZER ONLY.

* NA (NOT AUTHORIZED)

Figure 4-2. ILS CAT I and CAT II/III Snow Clearance Area Depth Limitations

4.2 Controlling Snow Drifts.

If snow drifts are found on aircraft operating surfaces or blocking lights or signs, it will be immediately plowed and cleared.

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4.3 Snow Disposal.

Large quantities of piled snow will be excavated and trucked off airport into an open field or the large drainage pit to the North of the airport.

4.4 Methods for Ice Control and Removal—Chemicals.

None used.

4.5 Sand (for the purposes of treating a winter surface).

None used.

4.6 Surface Incident/Runway Incursion Mitigation Procedures.

Plow operators must confirm with the Fuel Desk that a NOTAM is in place closing the runway he/she is about to work on. While working on the closed runway, the snow operator must transmit on Unicom frequency their presence on the closed runway every 15 to 20 minutes. The Fuel Desk/Unicom operator will make advisories to all pilots that call in and also inform the plow driver of the aircraft activity and which runway they will be landing on. Vehicles will be marked and lighted in accordance with AC 150/2510-5, Painting, Marking and Lighting of Vehicles Used on an Airport.

a) Radio Communication

The Snow Operators, Fuel Desk/Unicom operator, and the Operations Supervisor constantly monitor the Unicom frequency (unmanned tower), while the snow operators communicate their location on the field every 15-20 minutes. All employees monitor their handheld airport radio to communicate to each other status updates, and operational information.

b) Failed Radio Communication

Sierra Blanca Regional Airport has an unmanned tower, therefore, if communications completely fail from the Operations Supervisor, Fuel Desk/Unicom Operator, and snow operators, they must clear all runways and taxiways and return back to the terminal for a briefing.

c) Low Visibility and Whiteout Conditions

If it is unsafe for a snow operator to continue their job due to lack of visibility, they are to advise all airport radios of their estimated location. The Operations supervisor will either issue information on how to find their way back, or find them and escort them back to the terminal.

d) Driver Fatigue

Snow operators are only allowed to operate equipment in 4 hour blocks, not to exceed 12 consecutive hours on duty.

Original Date: _____

Revision Date: _____

Chapter 5. Surface Assessment and Reporting

Conducting Surface Assessments:

The on-duty line techs will remain aware and monitor all paved surface conditions in order to plan and carry out appropriate maintenance actions in accordance with the Snow and Ice Control plan. They shall contact the Operations Supervisor for approval to conduct snow removal operations, or if there are any unordinary situations that have happened. The airport strives to maintain a 'no worse than wet' surface condition.

Sierra Blanca Regional Airport in complying with Part 139.339, at a minimum, will utilize the NOTAM system for collection, dissemination and logs of airport information to air carriers, and other airport users.

The NOTAM System that is used to report conditions at Sierra Blanca Regional Airport is NOTAM Manager or calling the Flight Service Station.

5.1 Conducting Surface Assessments.

The on-duty line tech will conduct a driving assessment of runway, taxiway, apron, and aircraft parking areas to ensure that they are accurate and timely.

- Assessments are performed no longer than every 30 minutes.
- Airport vehicles and Pilot Report resources are used to assist in conducting assessments.

5.2 Applying the Runway Condition Assessment Matrix (RCAM).

a) Determining Runway Conditions

The airport will determine the type of contaminant present on surfaces from the Runway Condition Assessment Matrix (RCAM). The runway condition description, vehicle deceleration or directional control observation, and PIREP's will be used to determine the Runway Condition Code (RCC).

Original Date: _____

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Assessment Criteria		Downgrade Assessment Criteria		
Runway Condition Description	Code	Mu (μ) ¹	Vehicle Deceleration or Directional Control Observation	Pilot Reported Braking Action
• Dry	6	40 or Higher	---	---
• Frost • Wet (Includes Damp and 1/8 inch depth or less of water) 1/8 inch (3mm) depth or less of: • Slush • Dry Snow • Wet Snow	5		Braking deceleration is normal for the wheel braking effort applied AND directional control is normal.	Good
5° F (-15°C) and Colder outside air temperature: • Compacted Snow	4		Braking deceleration OR directional control is between Good and Medium.	Good to Medium
• Slippery When Wet (wet runway) • Dry Snow or Wet Snow (Any depth) over Compacted Snow Greater than 1/8 inch (3mm) depth of: • Dry Snow • Wet Snow Warmer than 5° F (-15°C) outside air temperature: • Compacted Snow	3	39 to 30	Braking deceleration is noticeably reduced for the wheel braking effort applied OR directional control is noticeably reduced.	Medium
Greater than 1/8 (3mm) inch depth of: • Water • Slush	2	29 to 21	Braking deceleration OR directional control is between Medium and Poor.	Medium to Poor
• Ice ²	1		Braking deceleration is significantly reduced for the wheel braking effort applied OR directional control is significantly reduced.	Poor
• Wet Ice ² • Slush over Ice • Water over Compacted Snow ² • Dry Snow or Wet Snow over Ice ²	0	20 or Lower	Braking deceleration is minimal to non-existent for the wheel braking effort applied OR directional control is uncertain.	Nil

¹ The correlation of the Mu (μ) values with runway conditions and condition codes in the Matrix are only approximate ranges for a generic friction measuring device **and are intended to be used only to downgrade a runway condition code; with the exception of circumstances identified in Note 2.** Airport operators should use their best judgment when using friction measuring devices for downgrade assessments, including their experience with the specific measuring devices used.

² In some circumstances, these runway surface conditions may not be as slippery as the runway condition code assigned by the Matrix. The airport operator may issue a higher runway condition code (but no higher than code 3) for each third of the runway if the Mu value for that third of the runway is 40 or greater obtained by a properly operated and calibrated friction measuring device, **and all other observations, judgment, and vehicle braking action support the higher runway condition code. The decision to issue a higher runway condition code than would be called for by the Matrix cannot be based on Mu values alone; all available means of assessing runway slipperiness must be used and must support the higher runway condition code.** This ability to raise the reported runway condition code to a code 1, 2, or 3 can only be applied to those runway conditions listed under codes 0 and 1 in the Matrix.

The airport operator must also continually monitor the runway surface as long as the higher code is in effect to ensure that the runway surface condition does not deteriorate below the assigned code. The extent of monitoring must consider all variables that may affect the runway surface condition, including any precipitation conditions, changing temperatures, effects of wind, frequency of runway use, and type of aircraft using the runway. If sand or other approved runway treatments are used to satisfy the requirements for issuing this higher runway condition code, the continued monitoring program must confirm continued effectiveness of the treatment.

Caution: Temperatures near and above freezing (e.g., at 26.6° F (-3°C) and warmer) may cause contaminants to behave more slippery than indicated by the runway condition code given in the Matrix. At these temperatures, airport operators should exercise a heightened level of runway assessment, and should downgrade the runway condition code if appropriate.

Original Date: _____

Revision Date: _____

Step 1: Runway Condition Code (RwyCC) Applicability:

If **25 percent or less** of the overall runway length and width or cleared width is covered with contaminants, RwyCCs must not be applied, or reported. The airport in this case, will simply report the contaminant percentage, type and depth for each third of the runway, to include any improvements.

Or

If the overall runway length and width coverage or cleared width is **greater than 25 percent**, RwyCCs must be assigned, and reported, informing airplane operators of the contaminant present, and associated codes for each third of the runway. (The reported codes, will serve as a trigger for all airplane operators to conduct a takeoff and/or landing performance assessment).

Step 2: Apply Assessment Criteria

Based on the contaminants observed, the associated RwyCC from the RCAM for each third of the runway will be assigned.

Step 3: Validating Runway Condition Codes

If the observations by the airport determine that RwyCCs assigned accurately reflect the runway conditions and performance, no further action is necessary, and the RwyCCs generated may be disseminated.

b) Downgrade Assessment Criteria

When observations indicate a more slippery condition than generated by the RCAM, the airport may downgrade the RwyCC(s). When applicable, the downgrade of RwyCCs may be based on vehicle control or pilot reported braking action or temperature.

NOTE: Temperatures near and above freezing (e.g., at negative 26.6° F (-3° C) and warmer) may cause contaminants to behave more slippery than indicated by the runway condition code given in the RCAM. At these temperatures, airport operators should exercise a heightened awareness of airfield conditions, and should downgrade the RwyCC if appropriate.

c) Upgrade Assessment Criteria Based on Friction Assessments.

RwyCCs of 0 or 1 may only be upgraded when the following requirements are met.

1. All observations, judgment, and vehicle braking action support the higher RwyCC, and
2. This ability to raise the reported RwyCC to no higher than a code 3 can only be applied to those runway conditions listed under code 0 and 1 in the RCAM. (See footnote 2 on the RCAM.)

Original Date: _____

Revision Date: _____

3. The airport must also continually monitor the runway surface as long as the higher code is in effect to ensure that the runway surface condition does not deteriorate below the assigned code.
4. The extent of monitoring must consider all variables that may affect the runway surface condition, including any precipitation conditions, changing temperatures, effects of wind, frequency of runway use, and type of aircraft using the runway.

5.3 Runway Friction Surveys, Equipment, and Procedures.

No friction equipment exist at Sierra Blanca Regional Airport.

5.4 Taxiway, Apron, and Parking Area Assessments.

Assessments to these surfaces will occur when contaminants are present, and whenever a contaminant is present on the surface. Assessments will occur anytime the pavement is worse than wet. Surfaces will be monitored on a regular, continual basis.

5.5 Surface Condition Reporting.

Personnel responsible for implementing the SICP will carefully monitor changing airfield conditions and disseminate information about those conditions via the NOTAM System in a timely manner to airport users.

Runway: Runway condition reports will occur when contaminants are present on a runway surface via the Federal NOTAM System. Condition Reports and RwyCCs will be updated as necessary whenever conditions change, such as a contaminant type, depth, percentage or treatment/width change.

Taxiway, Apron or Parking Area: Taxiway, Apron or Parking Area condition reports will occur when contaminants are present on these surfaces via the Federal NOTAM System. NOTAMS will be updated as necessary whenever conditions change, such as a contaminant type, depth, percentage or treatment/width change.

Any time a change to the surface conditions occurs which could be any of the following:

- active snow event
- plowing/brooming/excavating
- rapidly rising or falling temperatures
- rapidly changing conditions

Original Date: _____

Revision Date: _____

Sierra Blanca Regional Airport assesses runway conditions to ensure that they are accurate and timely by the following.

- The on-duty line tech will assess pavement conditions not to exceed every 30 minute time periods.
- NOTAM's and verbal Unicom communication will be utilized to inform users.
- The Flight Service NOTAM System is used to convey this information

The term 'DRY' is used to describe a surface that is neither wet nor contaminated. While a FICON NOTAM is not generated for the sole purpose of reporting a dry runway, a dry surface will be reported when there is need to report conditions on the remainder of the surface. (For example: snow is present on the first two thirds of the runway.)

5.6 Reportable Contaminants without Performance Data.

If present, unable to be removed, and posing no hazard, mud will be reported with a measured depth. Ash, oil, sand, and rubber contaminants will be reported without a measured depth. These contaminants will not generate a RwyCC.

5.7 Slippery When Wet Runway.

For runways where a driving survey indicates the wet pavement surface failed to meet the minimum braking and directional level classification specified in AC 150/5320-12, the airport will report via the NOTAM system a RwyCC of '3' for the entire runway (by thirds: 3/3/3) when the runway is wet.

A runway condition description of 'Slippery When Wet' will be used for this condition.

If it is determined by the airport that a downgrade is necessary, the downgrade will be made to all three runway thirds match (i.e. 3/3/3, 2/2/2, 1/1/1).

The NOTAM will be cancelled when the minimum condition level classification has been met or exceeded.

5.8 Requirements for Closures.

Runways receiving a NIL braking (either pilot reported or by assessment by the airport) are unsafe for aircraft operations and will be closed immediately when this unsafe condition exists.

Sierra Blanca Regional Airport will immediately place a NOTAM and announce via Unicom when aircraft operations need to cease immediately after a NIL braking action is received or a NIL assessment is made.

Original Date: _____

Revision Date: _____

When previous PIREPs have indicated GOOD or MEDIUM braking action, two consecutive POOR PIREPS should be taken as evidence that surface conditions may be deteriorating. The airport will immediately institute its continuous monitoring procedures, and an assessment shall occur before the next operation. If the airport is already continuously monitoring runway conditions, this assessment should occur as soon as air traffic volume allows.

The airport will maintain available airport surfaces in a safe operating condition at all times and provide prompt notifications when areas normally available are less than satisfactorily cleared for safe operations. If a surface (runway, taxiway, apron, lane or Parking Area) becomes unsafe due to a NIL (by braking action or assessment) or otherwise unsafe hazard or condition, the surface will be closed until the condition no longer exists and is safe.

5.9 Continuous Monitoring and Deteriorating Conditions.

Under deteriorating conditions, the airport will take all reasonable steps using available equipment that are appropriate for the condition to improve the braking action. If braking action cannot be improved, and the surface is not NIL, the airport will continually monitor the runways, taxiways, aprons and Parking Areas to ensure braking does not become NIL.

Including but not limited to:

- Frozen or freezing precipitation.
- Falling air or pavement temperatures that may cause a wet runway to freeze.
- Rising air or pavement temperatures that may cause frozen contaminants to melt.
- Frozen contaminants blown onto the runway by wind.

5.10 Surface Conditions Not Being Monitored/Reported

If conditions at Sierra Blanca Regional Airport are not being monitored/reported at certain times, the airport will initiate a NOTAM as per the current version of FAA AC 150/5200-28.

Original Date: _____

Revision Date: _____

Appendix 5 – ARFF Apparatus and Agents

Sierra Blanca Regional Airport ARFF Equipment Description

Rescue 1

Vehicle Manufacturer: 2007 Ford F-550
 Vehicle Type: Rapid Intervention Truck (R.I.T.)/ Rescue
 Capacity: 500 gallons of water
 40 gallons of AFFF foam
 450 pounds of PICP Dry Chemical
 31 pounds of Halotron 1 (2 x 15.5 pounds)

Performance: pump, 300 GPM
 bumper turret, 150 GPM
 - dry chemical, 16 pounds/sec.
 handline, 60 GPM
 - dry chemical, 5 pounds/sec.

Rescue 2

Vehicle Manufacturer: 1998 Oshkosh TI-1500
 Vehicle Type: Crash Rescue Truck
 Capacity: 1500 gallons of water
 200 gallons of AFFF foam
 450 pounds of PICP Dry Chemical
 20 pounds of Halotron 1
 30 pounds of Metal X Class D

Performance: pump, 1500 GPM
 roof turret, 750/375 GPM
 - dry chemical, 16 pounds/sec.
 bumper turret, 300 GPM
 handline, 60 GPM
 - dry chemical, 5 pounds/sec.

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QUARTERLY INSPECTION – FUEL STORAGE AREAS

Inspector: _____ Fueling Agent: _____ Date: _____

S – Satisfactory U – Unsatisfactory R – Remark Below	(1) Jet A Section			(2) 100LL Section			(3) Other _____		
	S	U	R	S	U	R	S	U	R
Fencing/Locks/Signs									
Piping protected from vehicles									
No Smoking signs posted									
Deadman Controls for loading stations									
2 Fire Extinguishers – Inspected/Accessible									
Boldly Marked Emergency Cutoffs – Location									
No Fuel Leaks									
Bonding wire/clips at loading stations/operable									
Piping/Pumps bonded and grounded									
No vegetation or materials to spread fire									
No evidence of Smoking									
Hoses in good condition									
Explosion Proof Electrical Equipment									
Remarks: _____									

Original Date: _____

Revision Date: _____

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Appendix 7 – ARFF Training Syllabus

CLASS TITLE: Aircraft Rescue and Fire Fighting (ARFF) Part 139.315, .317, .319.

TARGET AUDIENCE: ARFF Personnel

FREQUENCY REQUIRED: Every twelve (12) continuous months

CLASS LENGTH: Initial NFPA 1003 Training Conducted by DFW Fire Training Research Center (FTRC) 48 hr Class (BA-48). Each Refresher Course, Broken Down into separate Objectives, is Approximately 1 to 3 hours.

DELIVERY METHOD: PowerPoint Presentation, handouts, and interactive scenarios.

TEST: Yes

TRAINING CONTENT:

- a. Airport Familiarization
 - 1. Types and Classifications of Airports
 - 2. Airport Traffic Patterns
 - 3. Runway and Taxiway Designation Systems
 - 4. Airport Lighting, Marking, and Signage Systems
 - 5. Airport Design
 - 6. ARFF Stations
- b. Aircraft Familiarization
 - 1. Types of Aircraft
 - 2. Major Components of Aircraft
 - 3. Engine Types and Applications
 - 4. Aircraft Construction and Structural Materials
 - 5. Aircraft Systems
- c. Personnel Safety
 - 1. Personal Protective Equipment
 - 2. Firefighter Safety
 - 3. Aircraft Fire Fighting Hazards
 - 4. Military Aircraft Hazards
 - 5. Terrorist Incidents
- d. Emergency Communications
 - 1. Airport Communication Systems
 - 2. Communication Procedures
 - 3. Non-Verbal Signals

Original Date: _____

Revision Date: _____

- e. Extinguishing Agents
 - 1. Water and Application
 - 2. Principles of Foam
 - 3. Foam Concentrates
 - 4. Foam Proportioning and Proportioning Systems
 - 5. Foam Application
 - 6. Dry Chemicals and Application
 - 7. Clean Agents and Application
- f. Apparatus
 - 1. ARFF Apparatus Requirements
 - 2. Apparatus Features and Options
 - 3. Apparatus Fire Suppression Equipment
 - 4. Agent Resupply Methods
 - 5. Apparatus Maintenance
- g. Rescue Tools and Equipment
 - 1. Using Rescue Tools and Equipment
 - 2. Assorted Rescue Tools and Equipment
- h. Driver & Operator
 - 1. Apparatus Inspection and Maintenance
 - 2. General Inspection Procedures and Safety
 - 3. Foam System Inspection and Testing
 - 4. Principles of Safe Vehicle Operation
 - 5. ARFF Vehicle Operational Considerations
 - 6. Agent Discharge
 - 7. Resupply
- i. Airport Emergency Planning
 - 1. Airport Emergency Plan Considerations
 - 2. Emergency Response Communications
 - 3. Emergency Response
 - 4. Training
- j. Strategic and Tactical Operations
 - 1. Incident Management
 - 2. In-Flight Emergencies
 - 3. Ground Emergencies
 - 4. Low-Impact Crashes
 - 5. High-Impact Crashes
 - 6. Response Procedures
 - 7. Response to Accidents Involving Military Aircraft
 - 8. Response to Aircraft Hazardous Materials Incidents
- k. Live Burn
 - 1. Initial – DFW FTRC
 - 2. Recurrent – Kirtland Air Force Base

Original Date: _____

Revision Date: _____

Airport Emergency Plan has pre-plans concerning emergencies

- a. Aircraft emergencies - Alert I, II, III
- b. Bomb threats
- c. Civil disturbances
- d. Hi-jacking
- e. Structural fires and Fuel farms
- f. Natural disasters
- g. Weather disasters
- h. Sabotage
- i. Hazardous Materials /Dangerous goods incidents
- j.. Aircraft Recovery/Disabled Plan
- k. Preservation of wreckage and records

ARFF duties under the Airport Emergency Plan

- a. Aircraft emergencies -Alert I,II, III
- b. Bomb threats
- c. Hi-jacking
- d. Structural fires and Fuel farms
- e. Hazardous Materials /Dangerous goods incidents

INCIDENT PRIORITIES

- a. Response
- b. Operational Phase
- c. Site control
- d. Aircraft Recovery Plan & Disabled Aircraft

PRESERVATION OF WRECKAGE AND RECORDS

UPON COMPLETION OF LIFE SAFETY ACTIVITIES

Ref:

ARFF Indexing FAR Part 139.315
 ARFF Equipment and Agents FAR Part 139.317
 ARFF Operational Response requirements FAR Part 139.319
 Airport Emergency Plan
 AC150/5200-31A Airport Emergency Plan
 AC150/5210-17A Programs for training of Aircraft Rescue and Firefighting Personnel
 AC150/5210-7 Aircraft Rescue and Firefighting communications
 AC150/5210-6D Aircraft Fire Extinguishing Agents
 Airport Certification Manual
 Cert Alerts

* See Personnel Training record for individual agency personnel required to meet Part 139 regulations.

Original Date: _____

Revision Date: _____

Appendix 09 – Airport Self Inspection Form



FAR Part 139 Airport Safety Self-Inspection

Main

Airport Identifier
KSRR

Date
02/22/2018
Time
06:50

Pavement Areas

Pavement lips over 3"
SATISFACTORY
Remarks

Rubber deposits
SATISFACTORY
Remarks

Ponding/edge dams
SATISFACTORY
Remarks

Safety Areas

Ruts/Humps/Erosion
SATISFACTORY
Remarks

Support Equipment/Aircraft
SATISFACTORY
Remarks

Unauthorized Objects
SATISFACTORY
Remarks

Drainage/Construction
SATISFACTORY
Remarks

Frangible Bases
SATISFACTORY
Remarks

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FAR Part 139 Airport Safety Self-Inspection

Markings

Clearly Visible/Standard

SATISFACTORY

Remarks

Remarks

Taxiway Markings

SATISFACTORY

Remarks

Holding Position Markings

SATISFACTORY

Remarks

Runway Markings

SATISFACTORY

Signs

Standard/Meet Sign Plan

SATISFACTORY

Remarks

Remarks

Damaged/Retroreflective

SATISFACTORY

Remarks

Obscured/Operable

SATISFACTORY

Lighting

Obscured/Dirty/Operable

SATISFACTORY

Remarks

Damaged/Missing

SATISFACTORY

Remarks

Navigational Aids

Rotating Beacon Operable

SATISFACTORY

Remarks

Remarks

RENLS/VGSI Systems

SATISFACTORY

Remarks

Wind Indicators

SATISFACTORY

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FAR Part 139 Airport Safety Self-Inspection

Obstructions

Obstruction Lights Operable

Remarks

Fueling Operations

Fencing/Gates/Signs

SATISFACTORY

Remarks

Fire Extinguishers

SATISFACTORY

Remarks

Fuel Leaks/Vegetation

SATISFACTORY

Remarks

Fuel Marking/Labeling

SATISFACTORY

Remarks

Frayed Wires

SATISFACTORY

Remarks

Snow and Ice

Status

Remarks

Remarks

Surface Conditions

Lights & Signs Obscured

Fire Access

Remarks

Remarks

Remarks

Snowbank Clearances

NAVAIDs

Construction

Is there Construction?

No

Equipment Parking

Remarks

Barricades/Lights

Remarks

Confusing Signs/Markings

Remarks

Material Stockpiles

Remarks

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FAR Part 139 Airport Safety Self-Inspection

Aircraft Rescue and Fire Fighting

Equipment/Crew Availability

SATISFACTORY

Remarks**Remarks****Response Routes Affected**

SATISFACTORY

Remarks**Communications/Alarms**

SATISFACTORY

Public Protection

Fencing/Gates/Signs

SATISFACTORY

Remarks**Jet Blast Problems**

SATISFACTORY

Remarks

Wildlife Hazards

Wildlife Present/Location

SATISFACTORY

Remarks**Remarks****Dead Birds**

SATISFACTORY

Remarks**Complying with WHMP**

SATISFACTORY

Final

Comments/Remarks

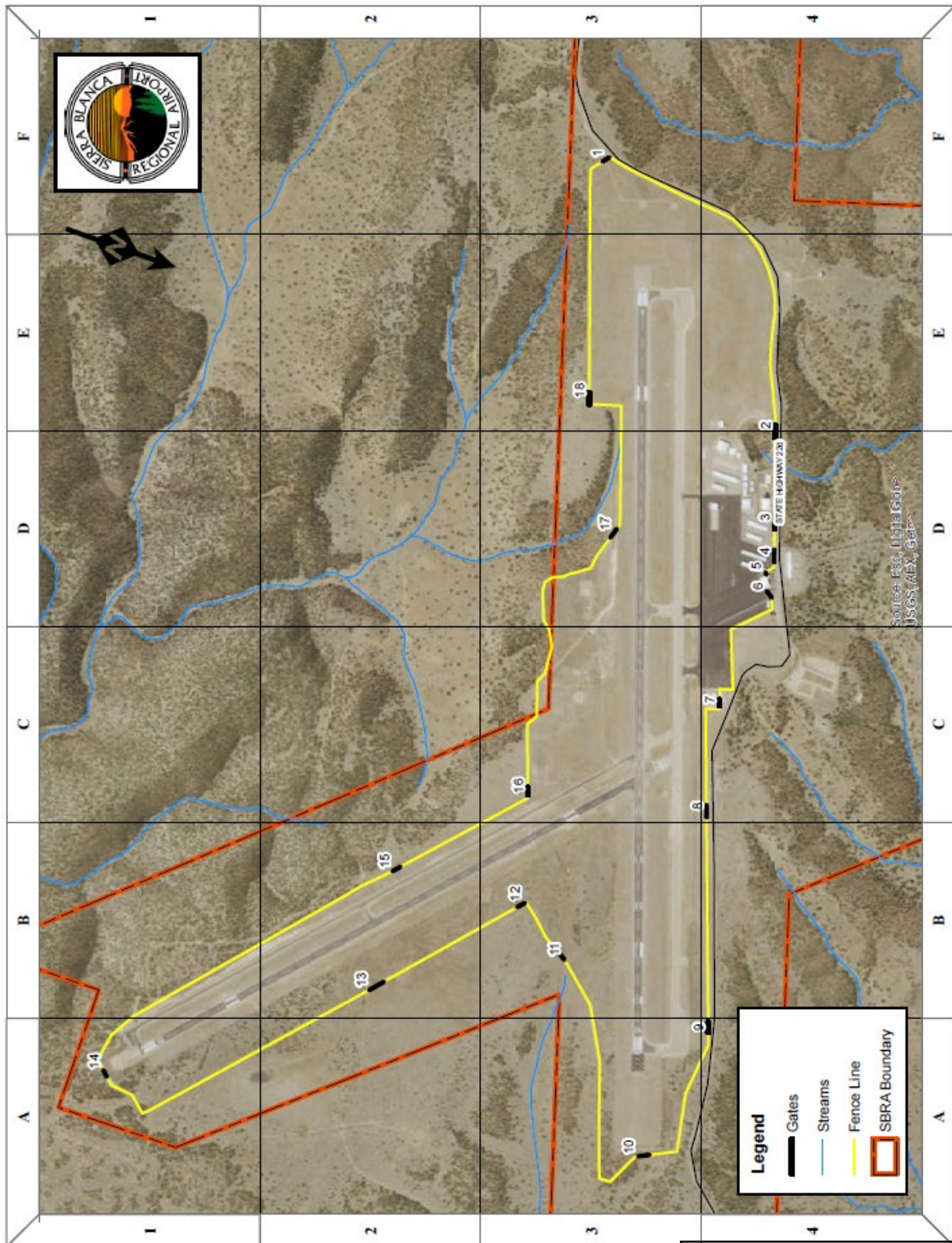
Ensure all deficiencies are reported to the Airport Director.

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Appendix 8 – Airport Grid Map & Access Locations



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Southwest Region Airports Division

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AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 7.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: March 5, 2024

Re: Discussion on Adoption of Sierra Blanca Regional Airport Emergency Plan.

Item Summary:

Discussion on Adoption of Sierra Blanca Regional Airport Emergency Plan.

Financial Impact:

None.

Item Discussion:

This Airport Emergency Plan outlines the Standard Operating Procedures (SOP's) for emergency actions at Sierra Blanca Regional Airport and is the responsibility of the Airport Manager.

Terrorist attacks and the 2004 and 2005 hurricane seasons highlighted the need to focus on improving airport emergency management, incident response capabilities, and coordination processes across the country. A comprehensive national approach, applicable at all jurisdictional levels and across functional disciplines, improves the effectiveness of emergency management/response personnel across the full spectrum of potential incidents and hazard scenarios (including but not limited to natural hazards, terrorist activities, and other manmade disasters). Such an approach improves coordination and cooperation between public and private agencies/organizations in a variety of emergency management and incident response activities. The National Incident Management System (NIMS) framework describes the comprehensive approach.

Recommendations:

To Discuss Adoption of Sierra Blanca Regional Airport Emergency Plan.

ATTACHMENTS:

Description
SBRAAEP



SIERRA BLANCA REGIONAL AIRPORT

EMERGENCY PLAN

Federal Aviation Administration
Southwest Region Airports Division

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SERRA BLANCA REGIONAL AIRPORT
AIRPORT EMERGENCY PLAN

RECORD OF CHANGES

CHANGE #	DATE OF CHANGE	DESCRIPTION	CHANGED BY
1	Feb 9, 2024	Rewrite	EQ / LB

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SERRA BLANCA REGIONAL AIRPORT
AIRPORT EMERGENCY PLAN

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SERRA BLANCA REGIONAL AIRPORT
AIRPORT EMERGENCY PLAN

APPROVAL & IMPLEMENTATION

DocuSigned by: 700E3DF639964BD... Ruidoso Village Manager	2/9/2024 Date
DocuSigned by: BD4C3002AFA74FD... Airport Manager	2/9/2024 Date
DocuSigned by: 9B5D84F95A954E4... Emergency Manager	2/9/2024 Date
DocuSigned by: 63145BADB60A404... Ruidoso Police Chief	2/10/2024 Date
DocuSigned by: 1AEF13D339F9436... Ruidoso Fire Chief	2/9/2024 Date



SERRA BLANCA REGIONAL AIRPORT AIRPORT EMERGENCY PLAN

DISTRIBUTION LIST

Village of Ruidoso

- ☐ Airport Manager
- ☐ Emergency Manager
- ☐ Police Chief
- ☐ Fire Chief
- ☐ Dispatch Supervisor

Lincoln County

- ☐ Lincoln County Emergency Manager
- ☐ Lincoln County Emergency Medical Services Director

State of New Mexico

- ☐ New Mexico DOT – Aviation Division

Federal

- ☐ FAA



SERRA BLANCA REGIONAL AIRPORT AIRPORT EMERGENCY PLAN

I. THE AIRPORT EMERGENCY

Airports differ in complexity, but each has unique features. Some are small, uncomplicated facilities serving a more rural environment, like Sierra Blanca Regional Airport, while others represent a good-sized community complete with residential, industrial, and commercial installations serving major metropolitan areas. Airports are operated by the local government, such as a city or county, or by an Authority representing multiple local governments, and some are operated by the State. However, one thing they all have in common is that they are all subject to emergencies and incidents.

Terrorist attacks and the 2004 and 2005 hurricane seasons highlighted the need to focus on improving airport emergency management, incident response capabilities, and coordination processes across the country. A comprehensive national approach, applicable at all jurisdictional levels and across functional disciplines, improves the effectiveness of emergency management/response personnel across the full spectrum of potential incidents and hazard scenarios (including but not limited to natural hazards, terrorist activities, and other manmade disasters). Such an approach improves coordination and cooperation between public and private agencies/organizations in a variety of emergency management and incident response activities. The National Incident Management System (NIMS) framework describes the comprehensive approach.

This Airport Emergency Plan outlines the Standard Operating Procedures (SOP's) for emergency actions at Sierra Blanca Regional Airport and is the responsibility of the Airport Manager.

The definition of an airport emergency is any occasion or instance, natural or man-made that warrants action to save lives and protects property and public health. This AEP will address those emergencies that occur on or directly impact, Sierra Blanca Regional Airport or adjacent property that:

- a. is within the authority and responsibility of the airport to respond; or
- b. may present a threat to the airport because of the proximity of the emergency to the airport; or
- c. where the airport has responsibilities under local/regional emergency plans and by mutual aid agreements.

An unforeseen combination of circumstances may occur that includes the elements of danger and personal distress and calls for immediate action. While such an event can seldom be exactly foreseen, it can be anticipated, and some preparations can be made.

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7/124



SERRA BLANCA REGIONAL AIRPORT AIRPORT EMERGENCY PLAN

in advance. When an emergency event occurs on Airport Property, Airport Management has the responsibility and authority to initiate a response to mitigate the emergency situation as soon as practical.

An airport incident can occur anywhere, at any time - day or night, under any weather condition, and in varying degrees of magnitude; it can occur instantaneously or develop slowly; it can last only a few minutes or go on for days. It can be natural, such as a hurricane or earthquake, or it can be “man-made”, such as a hazardous materials spill, civil unrest, terrorism, major fire, or power outage. Moreover, emergencies of the same type can differ widely in severity, depending on factors such as degree of warning, duration, and scope of impact. The important thing to remember is that, while emergencies can seldom be exactly predicted, they can be anticipated and prepared for.

The potential for disaster exists everywhere, and the cost in suffering, life, and property can be devastatingly high. Since emergencies are perceived as low probability events and because preparedness requires cost in time and finances, the importance of such planning can often be overlooked. However, airports and communities that experience such disasters can pay a high price if they are not prepared. In addition to health and safety problems, social disruption, lawsuits, negative publicity, and psychological after-effects may result. While every contingency cannot be anticipated and prepared for, a strong emergency preparedness program can assist in limiting the negative impact of these events, including liability and other post-emergency issues. This manual provides a framework upon which various emergency response organizations and their capabilities are identified and organized. It also provides the criteria under which this plan is activated to resolve emergency situations.

II. CONCEPTS AND PRINCIPLES

A. PLANNING GUIDANCE AND STANDARDS

Virtually no airport has sufficient resources to respond to every emergency situation independently. Each airport must depend to some degree on the resources from its surrounding communities. For this reason, each airport operator is encouraged to involve local communities in the development of the AEP and use the collective expertise and resources for the mutual benefit of all parties.

Likewise, airport resources may be incorporated into local/regional emergency plans. For example, airports may be identified as evacuation staging sites or reception sites for outside specialists.

Relationships between on-airport emergency services and all other mutual aid entities should be defined in Memorandums of Understanding (MOUs) and Memorandums of Agreement (MOAs). Sierra Blanca Regional Airport currently has mutual aid agreements with the City of Ruidoso Downs, Lincoln County, and the Mesquero Fire

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Department. All mutual aid requirements are dictated by need, and type of emergency while following the National Incident Management System (NIMS).

Because of limited resources, the Sierra Blanca Regional Airport will require assistance from many other organizations when managing a major airport emergency event. These entities may include, but are not limited to, the following:

Area Contacts			
SBRA			
Title	Name	Primary Number	Secondary Number
Airport Manager	Lee Baker	575-973-5737	
Line Tech Supervisor/ ARFF Chief	D. Bastardo	575-315-6905	
Village of Ruidoso			
Title	Name	Primary Number	Secondary Number
Village Manager	Ron Sena	575-937-7647	
Deputy Village Manager	Michael Martinez	575-973-5136	
Emergency Manager	Eric Queller	575-973-8963	
Police Chief	Lawrence Chavez	575-973-4610	
Fire Chief	Joe Kasuboski	575-973-1696	
Dispatch Supervisor	Katy Simpson	575-973-5980	
Lincoln County			
Agency	Name	Primary Number	Secondary Number
LC Office of Emergency Services	Arron Griewahn	575-740-0894	
LC Sheriff	Mike Wood	575-648-2341	
LCEMS Director	Sandra-Lynn Nunnally	575-973-4370	
LC Medical Center	Todd Oberheu	575-257-8200	
LC Dispatch	Yvonne Petty	800-687-2419	
		575-257-8261	575-257-8200
State of New Mexico			
Agency	Name	Primary Number	Secondary Number
New Mexico State Police Dist 8		575-827-9311	
New Mexico State Police Ruidoso		575-258-0067	
NM State Forestry		575-354-2231	
Federal			
Agency	Name	Primary Number	Secondary Number
FAA Abq Flight Service Station		866-449-5390	
FAA Southwest Op Center		817-222-5006	
NTSB Regional Office Arlington, TX		817-652-7803	
FBI, Roswell		575-622-6001	575-224-2000
US Forest Service Smokey Bear District		575-257-4095	

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The National Response Framework presents the guiding principles that enable all response partners to prepare for and provide a unified national response to disasters and emergencies. It establishes a comprehensive, national, all-hazards approach to domestic incident response. Effective January 2008, the National Response Plan was replaced by the National Response Framework.

The National Response Framework defines the principles, roles, and structures that organize how we respond as a nation. The National Response Framework:

Describes how communities, tribes, states, the federal government, private sectors, and nongovernmental partners work together to coordinate national response; describes specific authorities and best practices for managing incidents; and builds upon the National Incident Management System (NIMS), which provides a consistent template for managing incidents.

The NIMS provides a set of standardized organizational structures - such as the Incident Command System (ICS), multiagency coordination systems, and public information systems - as well as requirements for processes, procedures, and systems designed to improve interoperability among jurisdictions and disciplines in various areas, including:

1. Training
2. Resource management
3. Personnel qualification and certification
4. Equipment certification
5. Communications and information management
6. Technology support
7. Continuous system improvement.

While most airport incidents are generally handled routinely by a single jurisdiction at the local level, there are important instances in which successful domestic incident management operations depend on the involvement of multiple jurisdictions, functional agencies, and emergency responder disciplines. These instances require effective and efficient coordination across this broad spectrum of organizations and activities. The NIMS uses a systems approach to integrate the best of existing processes and methods into a unified national framework for incident management. This framework forms the basis for interoperability and compatibility that will, in turn, enable a diverse set of public and private organizations to conduct well-integrated and effective incident management operations. The NIMS does this through a core set of concepts, principles, procedures,

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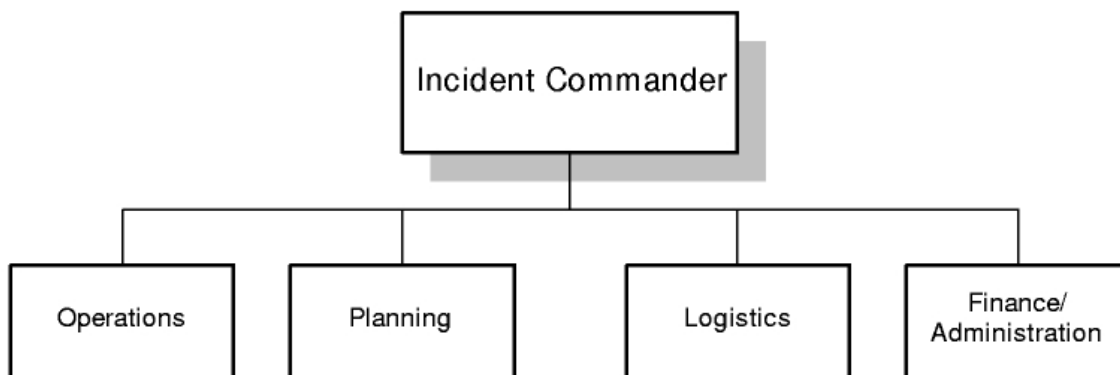


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organizational processes, terminology, and standards applicable to a broad community of users.

The ICS is a management system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.

A basic premise of ICS is that it is widely applicable and is used to organize both near-term and long-term field-level operations for a broad spectrum of emergencies, from small to complex incidents, both natural and manmade. ICS is used by all levels of government - Federal, State, local, and tribal - as well as by many private-sector and nongovernmental organizations. ICS is also applicable across disciplines. It is normally structured to facilitate activities in five major functional areas: command, operations, planning, logistics, and finance and administration.



Acts of biological, chemical, radiological, and nuclear terrorism represent particular challenges for the traditional ICS structure. Events that are not site-specific, are geographically dispersed, or evolve over longer periods of time will require extraordinary coordination between Federal, State, local, tribal, private-sector, and nongovernmental organizations. An area command may be established to oversee the management of such incidents.

As appropriate, consideration should be given to mutual assistance and coordination between local/regional resources with airport resources. In addition to law enforcement and firefighting aid, contingencies such as, mass evacuation with the airport being the staging and exit point or staging areas for arriving rescue teams should be considered. The plans should include designated assembly areas, crowd control, shelter, sanitation, feeding, etc.

B. COMPREHENSIVE EMERGENCY MANAGEMENT (CEM)

There are no typical emergencies, and there are no typical or standard preparedness plans that are ideal for all airports or communities. However, some common phases to

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preparedness for disasters can provide a systematic approach for planning purposes. This systematic approach applies the CEM described in the Guide for All-Hazard Emergency Operations Planning, SLG 101. It is a process that recognizes four separate but related actions:

1. Mitigation
2. Preparedness
3. Response
4. Recovery

C. AEP AND CEM

AEP AND CEM. This AEP does not reflect all four phases of CEM. Rather, its focus is mainly on response and initial recovery issues. Detailed Mitigation Plans, Administrative Plans, or Recovery Plans can be handled separately.

D. AIRPORT EMERGENCY PLAN (AEP)

The AEP is a document that:

1. Assigns responsibility to organizations and individuals for carrying out specific actions at projected times and places in responding to an emergency.
2. Sets forth lines of authority and organizational relationships and shows how all actions should be coordinated.
3. Describes how people and property will be protected in emergencies and disasters.
4. Identifies personnel, equipment, facilities, supplies, and other resources available—within the airport or by agreement with communities—for use during response and recovery operations.
5. As a public document, cites its legal basis, states its objectives, and acknowledges assumptions.
6. Facilitates response and short-term recovery to set the stage for successful long-term recovery.

It is the intent of this plan to provide an effective outline of the interactions necessary for these organizations to function as a team while attempting to neutralize or mitigate an emergency situation. It is strongly recommended that they ensure that all of their personnel who may be called upon to respond are familiar with this plan and are properly trained.

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E. EXPENSES

Incurred in resolving incidents covered by this plan will be borne by the aircraft owner/operator, the tenant in whose area the incident occurs, the organization responsible for initiating the incident, or as may be specified in a tenant lease and/or use agreement or permit.

Part 139 of Title 14 of the Code of Federal Regulations (14 CFR) requires Airport Operators and Certificate Holders to prepare and maintain an Airport Certification Manual (ACM). This Airport Emergency Plan is a stand-alone part of the ACM and meets the requirements stated in Paragraphs .205(17) and .325 of Part 139.

Review and/or revision of the Airport Emergency Plan may be directed at any time in order to ensure the accuracy and currency of the document but will be accomplished at least once a year, and revisions will be distributed after approval by both the Airport Director and the Federal Aviation Administration. A yearly review may be done administratively or as a Tabletop Exercise.



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III. HAZARDS FUNDAMENTALS

1. INCIDENT AND ACCIDENTS

A. PURPOSE

For the purpose of emergency response, each aircraft incident/accident shall be considered to be a potential hazardous materials incident until deemed otherwise.

B. SITUATIONS AND ASSUMPTIONS

1. Sierra Blanca Regional Airport is an ARFF Index A location.
2. ARFF service is available 24 hours per day 7 days per week.
3. ATCT service is not available unless otherwise NOTAM.
4. Two runways – RWY 06/24, RWY 12/30.
5. Sierra Blanca Regional Airport has the following daily operations:
 - a. Transient General Aviation makes up 45% of daily operations.
 - b. Local General Aviation makes up 25% of daily operations.
 - c. Air Taxi Aviation makes up 25% of daily operations.
 - d. Military aircraft makes up 5% of daily operations.
 - e. Commercial Air Travel makes up 0% of daily operations.
6. The following is a list of aircraft that normally arrive/depart Sierra Blanca Regional Airport:
 - a. Pilatus, Turbo Prop – carries 8 passengers
 - b. Beech King Air – carries 6 to 10 passengers
 - c. Global Express – carries 20 passengers
 - d. Challenger – carries 13 passengers
 - e. Citation – carries 8 passengers
 - f. PA32 Piper Saratoga – carries 6 passengers
 - g. PA28 Archer – carries 4 passengers
 - h. Piper Aircraft – carries 4-6 passengers
 - i. Cessna Aircraft – carries 2-6 passengers
7. Airport Staffing
 - a. ARFF – 5 full-time employees.
 - b. Operations – 6 full-time employee
 - c. Administration- Airport Manager – 1 full-time employee
8. During periods of reduced visibility, ARFF personnel are required to operate all ARFF equipment with all available lighting on.
9. All aircraft accidents should first be treated as a potential hazardous materials incident.



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10. The initial incident response will usually involve activating the Airport Incident Command Post (ICP). Depending on the scope of the accident, the airport manager can activate the center.

C. OPERATIONS

1. Classification:

Alert I Local Response Alert:

An aircraft ground emergency that is expected to be resolved by Airport ARFF units only. ARFF may respond with Rescue 1, Rescue 2, and Airport Command as required.

Alert II Local Response Alert:

An aircraft Airborne Emergency that is known or is expected to have an operational defect that affects normal flight operations to the extent that there is expected to have an operational defect that affects normal flight operations to the extent that there is danger of an accident. ARFF will stage to the airfield and establish Airport Command. Ruidoso Fire Dept. (RFD) will respond, enter the airfield and stage at Gate 6. One ambulance, unless otherwise requested, will respond and stage on the ramp inside Gate 6.

Alert III Aircraft Accident Alert:

An aircraft incident/accident has occurred on or in the vicinity of the airport. This alert is subject to being altered by the ARFF Incident Commander. Responding units will arrive at Gate 6 and stage, unless directed to respond to grid map coordinates or to an airport gate number. All drive-through gates have reflective number plates. Responding units should be prepared to use forced entry at any gate. Although an Alert III normally closes the airfield, responders must use caution for other aircraft.

- ☐ Ruidoso Fire Dept. will respond to the airfield through Gate 6 and establish primary staging for other incoming personnel and units or as directed via grid map coordinates or gate number as needed.
- ☐ Ruidoso OEM will respond to the airfield through Gate 6, or as directed via grid map coordinates or gate number.
- ☐ Lincoln County EMS/OES will respond to the airfield through Gate 6, or as directed via grid map coordinates or gate number.
- ☐ Bonito Fire Dept. (mutual aid) one Engine, one tender, and one brush truck will respond to the primary staging area, at Gate 6, for assisting units.



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2. Response:

- a. **Inflight/Airborne Emergency** – These could be any of the two alerting classifications (Alert II, or III) which would involve an emergency that affects the operational integrity of an aircraft in flight.
- b. **Medical Emergency** - Any condition or situation in which an individual perceives a need for immediate medical attention.
- c. **Ground Emergency** - An Alert 1 emergency condition involving aircraft operations while on the ground and is not incident to flight operations nor classed as an in-flight or airborne emergency. These emergencies may involve ground servicing, maintenance activities, pre-departure checks, and or support equipment operations.
- d. **Structural Emergency** - An emergency condition (other than those involving aircraft or other transportation mediums) that warrants the delivery of emergency services (including rescue, fire suppression, emergency medical care, special operations, law enforcement, and other forms of hazard control and mitigation) involving structures, infra-structures, and or utility systems or services.

3. Emergency Phases:

- a. **Response Phase** - That portion of the initial response effort where activities are focused on the dispatch and arrival of emergency first responders, initial fire suppression, rescue operations, and dealing with any hazardous materials issues. All other considerations, such as preservation of wreckage, must be secondary to rescue operations.
- b. **Investigatory Phase** - Unlike many other types of emergencies, an aircraft incident or accident may require some type of activity specific to the gathering and analysis of information, the drawing of conclusions, including the determination of cause. This activity may, depending upon conditions, begin during the Response Phase and continue through the Recovery Phase. The investigation is normally the responsibility of the National Transportation Safety Board (NTSB).
- c. **Recovery Phase** - Returning the airport to a normal operational condition as soon as possible is extremely important. Recovery activities can begin during the Response Phase and continue through the Investigatory Phase, depending upon the situation. The Village of Ruidoso has their own emergency plan called the Village of Ruidoso Emergency Operation Plan (EOP) that outlines the emergency actions and responsibilities of local emergency first responders. This particular plan does not specifically

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include airport personnel or resources but can call on the airport's assistance when required.

4. Preservation of Evidence:

- a. Airport firefighters and other rescue personnel should understand the basic need for, and the techniques and procedures used in, aircraft accident investigation. Whenever possible, the wreckage should remain undisturbed until the arrival of the first National Transportation Safety Board (NTSB) accident investigator. Prior to the time the NTSB or its authorized representative takes custody of aircraft wreckage, mail, or cargo, such wreckage, mail, or cargo may not be disturbed or moved except to the extent necessary:

- I. To remove persons injured or trapped;
- II. To protect the wreckage from further damage; or
- III. To protect the public from injury.

NOTE: Where it is necessary to move aircraft wreckage, mail, or cargo, sketches, descriptive notes, and photographs will be made, if possible, of the original position and condition of the wreckage and any significant impact marks.

- IV. When Cockpit Voice Recorders (CVRs) and Flight Data Recorders (FDRs) are located, they need to be protected. They are of vital importance to accident/incident investigations. If attached to the aircraft, their location should be carefully noted but not disturbed. If attached to the aircraft, they should not be removed except to preserve them from any further damage. As a general rule, the voice and flight data recorders are located in the rear of the fuselage. Once located and secured, the recorders must not be tampered with or opened.

D. ORGANIZATION AND ASSIGNMENTS OF RESPONSIBILITIES

1. Aircraft Rescue and Fire Fighting (ARFF)

- a. Response to aircraft incident/accident location in accordance with established policies and procedures.
- b. Assume lead in Incident/Unified Command System for initial fire and rescue operations in accordance with established policies and procedures.
- c. Ensure appropriate mutual aid emergency response organizations have been notified and are taking appropriate action.

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2. Law Enforcement (LE)

- a. Initiate and maintain appropriate Traffic and Access Control.
- b. Provide scene support and security.
- c. Assist with/provide Aircraft Operations Area (AOA) access control and escort.
- d. Ensure appropriate mutual aid organizations have been notified and are taking appropriate action.
- e. Provide necessary investigative support.

3. Ruidoso Office of Emergency Management:

- a. Coordinate with the involved air carrier to transport the uninjured to the designated holding area (Airport Terminal).
- b. Ensure appropriate mutual aid organizations have been notified and are taking appropriate action.
- c. Coordinate the movement of deceased persons with the Office of the Medical Examiner, LCEMS, and funeral homes.
- d. Ensure all appropriate notifications have been made, including:
 - i. National Transportation Safety Board (NTSB)
 - ii. Area Healthcare Coalition (HCC)
 - iii. Federal Emergency Management Agency (FEMA)
 - iv. Department of Health (DOH)
- e. Provide emergency support services, as requested, through the EOC or ICP.

4. Ruidoso Fire Department (RFD) / Lincoln County EMS

- a. Provide necessary triage and on-scene treatment of casualties.
- b. Provide for the movement (land, air) of casualties to appropriate treatment facilities as expeditiously as possible.
- c. Maintain an accurate count of casualties and their respective destination treatment facilities.
- d. Arrange for restocking of medical supplies, as necessary.

5. Airport Operations

a. General

- i. In the event of an aircraft disaster, Sierra Blanca Regional Airport has designated the Airport Pilot Lounge as the primary location to accommodate uninjured persons. The injured will be transported to medical facilities appropriate for their treatment. Deceased personnel will be transported to a temporary morgue in the Maintenance Building until the bodies are released to a funeral home for casualty accidents involving **to 10 Victims**.

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Anything larger could be transported to a negotiated-use tenant hangar. Mutual Aid will be sought in assisting with the cooling and storage of the deceased.

- ii. The Incident Commander (IC), in coordination with the Airport Manager and the Village of Ruidoso Emergency Manager, will activate the EOC, if needed.
- iii. Ensure all appropriate notifications have been made, including:
 - 1. Federal Aviation Administration (FAA)
 - 2. Airport response personnel
- iv. Ensure emergency response personnel have received appropriate equipment and training.

b. Airport Manager

- i. Ensure that NTSB, Flight Standards District Office (FSDO), and FAA agencies have been notified.
- ii. Determine the need to totally/partially close the airport and issue appropriate Notice to Airmen (NOTAMs). This will normally occur with Alert-II or III aircraft emergencies.

c. Procedures for opening/closing airfield.

- i. In the event of an accident or significant incident that impacts airport operations or public safety, the airport should be closed immediately either by the Airport Manager or Operations supervisor.
- ii. The airfield will be opened only after it is ascertained that the rescue and evacuation activities associated with the event will not be impacted negatively by the resumption of airfield operations and the accident event itself does not pose a hazard to the resumption of airfield operations.

6. Village of Ruidoso

a. General

- i. Assist/provide critical services, including coordination of utility support (activation/cut-off), as needed.
- ii. Provide sanitation services for extended operations.
- iii. Assist in the provision of required resources.
- iv. To the extent possible, arrange to have available the following equipment/supplies/services:
 - 1. Portable lavatories
 - 2. Drinking water
 - 3. Ropes, barricades, barrier tape, etc.

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4. Portable lighting
5. Cones, stakes, flags, and signs.
6. Portable shelter(s), as needed.
7. Machinery, heavy equipment, and extraction tools.
8. Portable public address system.
9. Communications equipment (cellular telephones, two-way radios, etc.).
10. Participate in EOC activities, if required.

b. Village of Ruidoso Administration

- i. Provide budgeting, payment, and other financial support.
- ii. Provide procurement services.
- iii. Provide tracking of expenses for potential reimbursement.

c. Public Information Office

- i. Develop and provide press releases relative to the airport's responsibilities and activities, as needed.
- ii. Interface with the media, as well as with air carrier and emergency response on-scene public relations personnel.
- iii. Participate in EOC activities, if required.

d. Aircraft owner/Operator or Designated Representative

- i. Provide pertinent information to the Incident Commander, including:
 1. Number of persons on board.
 2. The presence and location of any dangerous goods.
 3. The presence of special passengers (Federal Prisoners, Air Marshals, etc.).
- ii. Provide EOC representation, if required.
- iii. Make necessary notifications, to include the FAA and NTSB.
- iv. Arrange for appropriate passenger services, to include:
 1. The transportation of uninjured passengers/crew members.
 2. Adequate holding facilities for uninjured passengers/crew members.
 3. Commissary items, telephone facilities, clothing, and additional medical services, as needed.
 4. Facilities for friends and families of victims/passengers.
 5. Passenger/crew accountability and tracking.
 6. Hotel and/or other alternative travel arrangements for passengers.
 7. Critical Incident Stress Management (CISM) support.



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NOTE: PL 104-264, Title VII - Aviation Disaster Family Assistance Act (ADFAA) requires each air carrier to have a plan in place to deal with the families of victims involved in an aircraft accident.

- v. Implement an approved plan in compliance with the requirements established in the ADFAA.
- vi. Coordinate news releases with the Public Information Officer and Airport Director.
- vii. Provide for the timely removal of the wrecked or disabled aircraft as soon as authorized by the appropriate authority.

e. National Transportation Safety Board (NTSB)

- i. The NTSB is responsible for the organization, conduct, and control of all accident investigations involving civil aircraft, or civil and military aircraft, within the United States, its territories and possessions. It is also responsible for the investigation of accidents that occur outside the United States and that involve U.S. civil aircraft at locations determined to be not in the territory of another state (i.e., in international waters).
- ii. Part 800 of NTSB Regulations requests Federal Aviation Administration (Flight Standards District Office representatives) investigate aircraft accidents involving aircraft with a maximum takeoff weight of 12,500 lbs or less, except accidents in which fatalities have occurred to an occupant of the aircraft, or accidents involving aircraft being operated in accordance with FAR Part 135, and to submit a report to the Board concerning each investigation.

E. ADMINISTRATION AND LOGISTICS

1. During an aircraft emergency, Airport Administration and staff will perform the following functions:
 - a. Make emergency notifications.
 - b. Establish shift schedules and ensure continuity during alternating shifts, as needed.
 - c. Provide budgeting, payment, and other financial support (see previous AEP entries). Provide tracking of expenses for potential reimbursement. Provide procurement services. Provide administrative support to NTSB. Relay pertinent information to the Director and other key on-site emergency officials.
 - d. Host aircraft operator personnel, emergency services, and friends and families of victims and passengers in the Terminal Building or at an on-scene shelter/staging area.

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F. PLAN DEVELOPMENT

1. A review of this section will be completed every 12 consecutive calendar months (CCM), in addition to plan development and maintenance of this section, which is the responsibility of the Airport Manager and certain agencies involved in the AEP. Other review meetings will take place when AEP changes are necessary.

G. AUTHORITIES AND REFERENCES

1. Plan development and content are outlined in 14 CFR §139.325, Airport Emergency Plan as well as AC 150/5200-31C, Airport Emergency Plan. Other references and authorities are given to mutual aid organizations by the Village of Ruidoso Emergency Operations Plan (EOP) and NIMS (National Incident Management System), managed by the Office of Emergency Management (OEM) and developed by the Federal Emergency Management Association (FEMA).

H. UNIQUE PLANNING CONSIDERATIONS.

This section identifies many of the unique planning considerations that should be identified by the AEP Planning Team.

1. General

- a. For the most part, the primary planning role of the airport operator will be to coordinate the planning, response, and recovery efforts with the local emergency response organizations.

2. Command and Control

- a. Due to the complex and specialized nature of aircraft incidents/accidents, consideration should be given to using some type of Unified Command System (reference ICS). This provides for joint field participation and coordination with all agencies having an interest in the operation, including the airport operator and the aircraft owner/operator.
- b. It may be prudent to consider using the three different Phases (Response, Investigatory, and Recovery) when preparing Command and Control plans. For example, ARFF shall take the lead during the initial fire suppression and rescue activities.
- c. Each aircraft incident/accident should be treated as a potential hazardous materials site, and all emergency response activity should treat it as such, i.e., an ICS should be used, and levels of training should be considered when determining response personnel.
- d. Upon determination that the incident/accident site no longer poses a fire or hazardous materials threat to the health and safety of untrained personnel, the IC may consider terminating the Response Phase of the emergency and allowing the Investigatory

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Phase to begin. However, consideration should be given to having ARFF/Hazardous Materials/Fire remain as the lead agency until all injured and deceased have been removed from the scene and during any hazardous materials mitigation activities, such as aircraft refueling.

- e. Once that has been completed, and upon consultation with other Unified Command representatives, the IC lead may be transferred to the investigating agency.
- f. The appropriate investigating agency(s) (e.g., NTSB, FAA, DHS (FEMA), etc.) may provide IC lead during the investigative phase of the emergency.
- g. The agency(s) will determine when the airport can begin site recovery. After consulting with other Unified Command representatives, the IC lead may be transferred to the airport.
- h. The airport may provide the lead during the Recovery Phase.
- i. Whatever form of an Incident Command System (ICS) is used, it is essential that it be determined and agreed upon by all participating agencies during the planning stages. The plan should be very specific in its designation of all responsible entities, their authority, and function in the ICS. It should also clarify the functions of the on-scene Incident Command Post (ICP) and the Emergency Operations Center (EOC), particularly if both the airport and any off-airport organization(s) activate one.
- j. Refer to Section I of this AEP for more specific information concerning Command and Control.

3. Communications

- a. Communications at an aircraft incident/accident site can be very complex and go beyond those described in this section. Multiple jurisdictions, multiple agencies (fire, police, EMS, etc.), large and sometimes inhospitable geographic areas and weather conditions, high noise levels, and other factors all contribute to the difficulty.
- b. A communications network should consist of a sufficient number of radio transceivers, telephones (landline and mobile), and other communications equipment to establish redundant communications capability. This network should link all participating agencies, including the ICP and EOC(s).
- c. Because of the high volume of communications traffic, it is essential that radio procedures/protocols be established. Radio and telephone communications should be limited to the essentials and concise.
- d. Every effort should be made to include the air carrier(s) communications capability in the plan.



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- e. Consider the use of amateur radio operators (RACES, REACT) as a source of communications, including Packet radio and TV capabilities.
- f. Many telephone companies have mobile telephone banks which can be brought to the scene of a disaster.
- g. The AEP should include provisions for ARFF communications with the aircraft cockpit, as referenced in AC 150/5210-7. ATCT personnel should also be familiar with and be trained accordingly in the use of the Discrete Emergency Frequency (DEF).
- h. The air carrier should be able to assist with this resource.
- i. A dedicated communications vehicle/ mobile command post with self-contained electrical power can be an asset to a reliable and functional communications system. Many local government emergency management agencies have one available.

4. Alert Notification and Warning

- a. For airports certificated under 14 CFR part 139, Certification of Airports, 14 CFR §139.325, Airport Emergency Plan, §139.325(e) requires that procedures be in place "...for notifying the facilities, agencies, and personnel who have responsibilities under the plan of the location of an aircraft accident, the number of persons involved in that accident, or any other information necessary to carry out their responsibilities, as soon as that information is available."
- b. The plan should specify:
 - i. The primary alert notification for an airport incident is notifying the Ruidoso 9-1-1 call center. Due to the location of the airport, the call could go to the Lincoln County PSAP or the Ruidoso Area PSAP, if using a cell phone. AEP planners must consider all of the possibilities and ensure that the process is well-documented and understood by all participants.
 - ii. How notifications are made. A description of the system(s) used to include types of equipment, such as:
 - 1. Direct line.
 - 2. Radio System.
 - 3. Cellular telephone.
 - 4. A last resort will be face-to-face or runner notification of the nearest Fire and Rescue unit to the airport.
 - iii. The information to be transmitted during the initial notification. This should include:
 - 1. Type of aircraft.
 - 2. Number of persons on board (including passengers and crew).
 - 3. Fuel quantity.

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4. The nature of the emergency.
5. The presence of any known dangerous goods by type, amount, and location.
6. The location of the accident, if known. If possible, use a grid map to describe the location.
7. Locations of route obstacles or taxiway closures.

5. Emergency Public Information

Emergency Public Information (EPI) is a very important part of the overall response program. Because of the potential for major media coverage and a significant number of involved agencies, many with their own EPI programs, it is essential that the airport plan include:

- a. Provisions for coordinating news releases with other participating agencies, such as the air carrier and NTSB.
- b. Provisions for controlled scene access for the media.
- c. Specific criteria relating to the types and forms of information to be released by the airport. Generally speaking, the airport should speak only to those activities for which they are responsible.

6. Protective Actions

- a. The AEP should contain provisions regarding protective action recommendations (evacuation/sheltering) in the event the aircraft incident/accident occurs in a manner or location that may threaten the health and safety of other airport personnel. Of primary concern is determining who is authorized to make those recommendations.

7. Law Enforcement/ Security

- a. Describe the major law enforcement tasks and responsibilities related to responding to an aircraft incident/accident. Planning elements to be discussed include:
 - i. Primary law enforcement agency responsible for establishing, and methods used to establish site security.
 - ii. Availability of mutual aid support.
 - iii. Provisions for establishing traffic control points and access control points to facilitate the movement of emergency response vehicles in and out of the airport/ accident site.
 - iv. Method(s) used to identify authorized responders at the accident site (e.g., ID vests, armbands, escort, etc.).



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8. Aircraft Rescue and Fire Fighting (ARFF)

- a. Describe the major fire and rescue tasks and responsibilities related to responding to an aircraft incident/accident. Planning elements to be discussed include:
 - i. A description of pre-established access routes to staging areas for each runway.
 - ii. Methods used to advise mutual aid emergency response organizations of:
 1. Accident location.
 2. Access routes.
 3. Staging area(s)/rendezvous point(s).
 4. Additional equipment/manpower.
 5. Water re-supply points.
 6. Method used to identify the on-scene Command Post.
 7. Protection of evidence.

9. Health and Medical

- a. On-scene.
 - i. The purpose of on-scene medical services is to provide triage, initial medical care, and transportation to health care facilities.
 - ii. It is essential that the AEP medical plans and procedures:
 1. Are coordinated with and integrated into the local community plan(s).
 2. Describe how the designated medical facilities and personnel are notified of the accident.
 3. To the extent practical, provide for medical services including transportation and medical assistance for the maximum number of persons that can be carried on the largest air carrier aircraft that the airport reasonably can be expected to serve. The plan should list the type of aircraft and capacity.
 4. Provide an inventory of personnel and equipment, including contact information, of those rescue squads, ambulance services, military installations, and government agencies on the airport or in the community it serves, that agree to provide medical assistance or transportation.
 5. Designate a Medical Coordinator who should assume command of emergency medical operations at the accident site and whose responsibilities, in coordination with the Medical Transportation Officer, may include:

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- a. Verifying that mutual aid medical and ambulance services have been alerted and verify their subsequent arrival at the designated Staging Area.
 - b. Organizing the necessary action for triage and treatment of the casualties and their eventual evacuation to a health care facility.
 - c. Arranging for the re-stocking of medical supplies, if necessary
 - d. Providing medical analysis of the walking wounded or traumatized.
6. Designate a Medical Transportation Officer whose responsibilities may include:
 - a. Ensuring that hospitals and medical personnel have been notified of the emergency.
 - b. Directing transportation of casualties to health care facilities suited for the particular injury.
 - c. Accounting for casualties by recording the victim's name, destination health care facility, and transporting agency.
 - d. Advising hospitals when casualties are enroute.
- b. Hospitals.
 - i. The name, location, emergency capacity, and contact information of each hospital and other medical facility on the airport and in the community, it serves agreeing to provide medical assistance or transportation.
 - ii. The distance of each hospital from the airport and its ability to receive helicopters.
 - iii. Where practical, provisions for the hospital(s) to communicate through a central control point to facilitate the distribution of the critically injured.

10. Resource Management.

- a. The plan should include provisions for identifying agencies and contractors that could be involved in aircraft removal and/or clean-up of any hazardous materials associated with the emergency.



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2. NATURAL DISASTERS

A. PURPOSE.

1. The information contained in this hazard-specific appendix is intended to supplement the Basic Plan and Functional Sections of the Airport Emergency Plan. It defines responsibilities and describes actions to be taken in the event a tornado, flood or earthquake occurs. Further, this document, in conjunction with the Basic Plan and Functional Sections, forms the basis for elements to be included in functional Standard Operating Procedures (SOPs) and Checklists.

B. SITUATION AND ASSUMPTIONS.

1. Natural disasters in a community can create huge issues with emergency response, utilities, food, water, and shelter. The impact to the airport would be no different. Depending on the severity of the natural disaster, the airport could suffer extensive delays in air service until such time some of the major impacts of the disaster can be mitigated.
2. The airport has several access gates for immediate emergency access by mutual aid agencies. The main access locations to the airport can be found in the staging and holding points map in this plan (Figure 3).
3. Numerous airport structures could be destroyed or damaged by natural disasters. Our main concern in this part of the U.S. is tornadoes. Most of the structures in the airport could not withstand a direct hit by a large tornado. The main building of concern is the passenger terminal. Other buildings, such as corporate and private hangars and General Aviation hangars, could also be severely damaged in a direct hit by a tornado.
4. Earthquakes in this part of the country are very rare, however; due to a known fault line in the vicinity of Lincoln County, it might be necessary to discuss this scenario as well. None of the airport structures are designed to withstand a large earthquake. Because they are so rare in this part of the U.S., building codes do not require the additional strength standards that are required in other earthquake-prone areas.
5. Electrical power is supplied to the airport from one system provided by Otero County Electric Coop. Power is routed to the airport from the East through one circuit continuing West. There are three backup generators for the airport. The Terminal generator powers the Terminal, airport gates, and ramp lights. The ARFF generator powers the ARFF building, Maintenance building, and the runway lights. The water distribution generator powers the water pump house and pumps for water to the airport.



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6. The worst-case scenario is when a tornado or severe winds blow the roof off of the terminal while flights are arriving or departing. The airport can expect casualties, airfield and aircraft damage, utility interruption, and airfield closure till it is safe enough to re-open.
7. The airport has several different ways to communicate (radio, cell, and face-to-face). During the above scenario, the airport can expect all forms of communication to be interrupted, reducing our communication efforts to a face-to-face or runner-type situation. This is not limited to tornado emergencies; this situation could also occur with most any type of natural disaster.

C. OPERATIONS.

1. Division of airport and local responsibilities will be determined by the IC or designee.
2. Other mutual aid requirements will be determined by the ICS or EOC, depending on the severity of the emergency or disaster.
3. Activation of the EOC will be determined by the combined opinions of the Incident Commander, Airport Manager, and the VOR Emergency Manager. Most emergencies are smaller scale and only require the activation of the Incident Command Post.
4. A description of the sequence of actions before, during, and after the emergency situation can be found in the SOP section of this hazard.
5. The National Incident Management System (NIMS) training can be found at www.fema.gov.

D. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.

1. Aircraft Rescue and Fire Fighting (ARFF)
 - a. Conduct fire suppression and rescue operations, as needed.
 - b. Assist in providing emergency medical assistance, as needed.
 - c. Check for petroleum leaks and other potential HAZMAT problems.
 - d. Survey ARFF property, to include:
 - I. Determine the integrity of building(s)
 - II. Assess the status of gas, electricity, water, and sanitation.
 - III. Test all telephones and notification systems.
 - IV. Test apparatus-mounted radios.
 - V. Test station and portable radios.
 - VI. Prepare sandbags to prevent entry of water into key station areas.
 - e. Assist in support operations, including search, inspections, personnel accountability, and protective action implementation.
 - f. Review personnel requirements and adjust accordingly.
 - g. To this degree, communications systems will permit and coordinate activities with local community fire departments, if necessary.

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- h. Participate in Incident Command/Unified Command System in accordance with pre-established protocols.
- 2. Law Enforcement/ Security
 - a. Provide for overall traffic control in support of evacuation operations, as needed.
 - b. Provide continued law enforcement and security services at the airport, as needed.
 - c. Assist in support operations, including search, inspections, personnel accountability, and protective action implementation.
 - d. Review personnel requirements and adjust accordingly.
 - e. To this degree, communications systems will permit and coordinate activities with local community law enforcement agencies, if necessary.
 - f. Participate in Incident Command/Unified Command System in accordance with pre-established protocols.
- 3. Emergency Medical Services
 - a. Organize the necessary action for triage and treatment of any casualties.
 - b. Provide for the transportation of casualties to designated medical facilities, ensuring those medical facilities are capable of handling casualties.
 - c. Assist in support operations, including search, inspections, personnel accountability, and protective action implementation.
 - d. Review personnel requirements and adjust accordingly.
 - e. To this degree, communication systems will permit and coordinate activities with local community EMS units, if necessary.
 - f. Maintain an accurate list of the casualties to include names and addresses.
 - g. Provide medical analysis of walking wounded or traumatized patients.
 - h. Provide for the restocking of medical supplies, as needed.
 - i. Provide Critical Incident Stress Management support, as appropriate.
 - j. Participate in Incident Command/Unified Command System in accordance with pre-established protocols.
- 4. Airport Staff
 - a. Operations
 - I. Conduct airfield inspections, as needed.
 - II. Issue appropriate NOTAM(s), if conditions warrant and permit.
 - III. Activate the Incident Command Post (ICP), as appropriate.
 - IV. Provide emergency support services through the EOC.
 - V. Assist in support operations, including search, inspections, personnel accountability, and protective action implementation.
 - VI. Review personnel requirements and adjust accordingly.



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- VII. To this degree, communications systems will permit and coordinate activities with local community emergency management agencies, if necessary.
 - VIII. . Interface with, coordinate, and utilize, as needed, the resources made available by other airport tenants.
 - IX. Participate in Incident Command/Unified Command System in accordance with pre-established protocols.
5. Public Works
- a. Assist/provide critical services, including utility support (activation/cut-off), as needed.
 - b. Provide safety inspections, as needed.
 - c. Assist in facility restoration.
 - d. Provide sanitation support services.
 - e. Assist in the provision of required resources.
 - f. Participate in Incident Command/Unified Command System in accordance with pre-established protocols.
6. Administration
- a. Provide procurement services.
 - b. Provide appropriate budgeting, payment, and cost recovery authorization and services.
 - c. Assist with the interface with other airport tenants.
7. Aircraft Owners/Operators
- a. Provide ICP representation, as needed.
 - b. Provide for the initial notification to families of casualties.
 - c. Provide for passenger casualty tracking.
 - d. Inspect tenant-owned, operated, or maintained facilities for damage and operability.
8. Airport Tenants
- a. Provide assistance on a voluntary basis or in accordance with established agreements.
 - b. Participate in Incident Command/Unified Command System in accordance with pre-established protocols.
 - c. Inspect tenant-owned, operated, or maintained facilities for damage and operability.



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E. ADMINISTRATION AND LOGISTICS

1. Resource requests made to any outside agency are logged on a daily basis.
2. The Airport Manager has the ability to purchase individually in accordance with Village of Ruidoso Purchasing & Procurement Policies.
3. All involved agencies and organizations are required to maintain individual accounting records in sufficient detail to document subsequent requests for reimbursement.
4. Upon notification that an emergency/incident has taken place, the Airport Manager will be provided with a company radio, in addition to the landlines that already exist.
5. The Airport Manager who will lead the Resource Management Team does not have a vehicle suitable for airfield travel. If the need arises for their presence on the airfield, an escort will be provided.
6. The Airport Manager will coordinate all pick-ups and deliveries of materials. Escorts will be provided for these vehicles if needed.

F. PLAN DEVELOPMENT

1. A review of this section will be completed every 12 consecutive calendar months (CCM); in addition, to planning development and maintenance of this section is the responsibility of the Airport Manager and the Village Emergency Manager as well as other specific agencies involved in the AEP. Other review meetings will take place when AEP changes are necessary.

G. AUTHORITIES AND REFERENCES

1. Plan development and content are outlined in 14 CFR §139.325, Airport Emergency Plan as well as AC 150/5200-31C, Airport Emergency Plan. Other references and authorities are given to mutual aid organizations by the Anywhere Emergency Operations Plan (TEOP) and NIMS (National Incident Management System) managed by the Office of Emergency Management (OEM) and developed by the Federal Emergency Management Association (FEMA)

H. UNIQUE PLANNING CONSIDERATIONS.

This section contains a listing of the functional annexes that typically would require the preparation of a hazard-specific appendix for tornadoes, earthquakes, and floods. It also identifies many of the unique planning considerations that should be examined by the planning team and used, as appropriate, when preparing natural disaster-specific appendices.

1. **Command and Control.** For these particular hazards, it is essential that emergency response personnel take immediate action based on information received, particularly in the area of protective action decision-making. If a tornado or other natural disaster should strike the airport, immediate action is again needed, as soon as conditions permit, to gather initial damage assessment information in the area that was impacted by the natural disaster.

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This information is necessary to determine the severity and extent of injuries and damages.

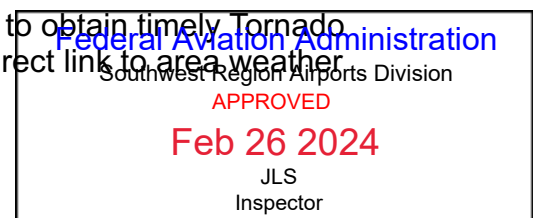
This data-gathering effort should provide much of the information decision-makers will need to implement and prioritize response actions for search and rescue activities, access control, debris clearance, resumption of airport operations, restoration of utilities, and the inspection, condemnation, and/or demolition of buildings and other structures. Provisions should be made, as appropriate, to address the following planning considerations in one or more appendices to a Command-and-Control Annex:

- a. **Damage Assessment.** Conduct immediate ground and, if available, air surveys to determine the extent of damages.
 - b. **Search and Rescue.** Use of damage assessment information to identify the facilities where search and rescue may need to be conducted and to establish a priority for these operations.
 - c. **Access Control.** Access to areas severely impacted by the tornado should be restricted to emergency response personnel until the area can be inspected.
 - d. **Debris Clearance.** Actions taken to identify, remove, and dispose of rubble, wreckage, and other materials that block or hamper emergency response activities. Functions may include:
 - I. Demolition and other actions to clear obstructed runways, taxiways, ramps, and obstructed roads
 - II. Repair or temporarily reinforce any damaged airport paved surfaces, including roads and bridges.
 - III. Construction of emergency detours and access roads.
 - e. **Inspection, Condemnation, and Demolition.** Take actions to inspect airport facilities and determine whether they are safe to inhabit or to support the use by airport operations after a tornado or other natural disaster has occurred. Activities may include the inspection of those facilities which may be critical to emergency operations.
2. **Alert Notification and Warning.** Public warning is critical for tornado hazards. The NWS will place areas under a Tornado Watch when conditions are particularly favorable for tornadoes and severe storms. NWS will issue a Tornado Warning when a tornado has been visually spotted or picked up on radar. Television, radio, and NOAA tone alert radio are sources of information for the public. The following planning considerations should be addressed, if appropriate, in one or more appendices to a warning annex:

- a. Provisions should be made for the airport to obtain timely Tornado Watch and Warning information (e.g., a direct link to area weather

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- stations or local EMA, continuous monitoring of NWS and other sources).
- b. Provisions for notifying airport employees, tenants, and transient personnel.
 - c. Other severe weather, like flooding, is forecasted days in advance and gives planners some time to prepare for the event.
 - d. Earthquakes occur without warning and will challenge first responders. This type of natural emergency will create a reactionary response where delays can occur.
3. **Emergency Public Information.** The flow of accurate and timely information is critical to the protection of lives and property. This section addresses the provisions made to prepare and disseminate notifications, updates, and instructional messages to follow up on the initial warning.
 4. The following planning considerations should be addressed, if appropriate, in one or more appendices to an EPI Annex. During a Tornado or Flash Flood Watch, information should be disseminated to airport employees, tenants, and transients, providing guidance on the appropriate protective actions to take if a warning is issued.
 5. **Protective Actions.** Evacuation is not a practical option during a tornado or other severe weather event. These weather events are unpredictable and can occur very quickly without warning. The typical protective action during a tornado is to shelter in place.
 6. Earthquakes are unpredictable, and appropriate response can be delayed due to the widespread path of destruction earthquakes can cause.



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3. TERRORISM AND BOMB THREATS

NOTE: Specific information regarding these incidents is Sensitive Security Information (SSI).

A. PURPOSE.

1. The information contained in this hazard-specific section is intended to supplement the Basic Plan and Functional Section of the Airport Emergency Plan. It defines responsibilities and describes actions to be taken in the event a bomb threat or actual incident occurs at the airport. Further, this document, in conjunction with the Basic Plan and Functional Section, forms the basis for elements to be included in functional Standard Operating Procedures (SOPs) and checklists.

B. SITUATION AND ASSUMPTIONS.

1. Threats may be received against the airport, an aircraft, an aircraft owner/operator, or any other agency operating at the airport.
2. All terrorism threats will be taken seriously until the validity of the threat can be determined.

C. OPERATIONS.

1. Gather as much information as possible in regard to the threat and what the threat is about. Secure any and all threats from the public, facilities, and aircraft. Immediately notify Ruidoso Police Dept. of the threat.

D. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.

1. Airport Management

- a. If threat is against an aircraft and/or Flight Crew, obtain the following information:
 - i. Aircraft Identification.
 - ii. Aircraft Type.
 - iii. Nature of Threat.
 - iv. Location.
 - v. Souls on Board (SOB).
 - vi. Fuel quantity on board.
 - vii. HAZMAT cargo on board, if known.
 - viii. Any other pertinent information.
- b. Contact airport personnel via phone and advise of the situation.
- c. Direct aircraft to the "Hot Hold" area on Taxiway B, at the approach of Runway 30.
- d. Route other aircraft away from the incident area.
- e. Act as the communications link between the Incident Commander and the aircraft until direct communications can be established.

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- f. Confirm the threat and make Village of Ruidoso notifications.
- g. Close areas affected by threat (Runways, Taxiways, Facilities).
- h. Assist Law Enforcement as necessary (Escorting, Facilities).
- i. Reopen areas, as appropriate, when the incident terminates.

2. ARFF

- a. Remain on standby at the station, ready to assist as needed.
- b. Direct and control firefighting activities, if required.
- c. Follow standing operating procedures for this type of incident.

3. Ruidoso Police Dept.

- a. Assume on-site Incident Command until relieved by NM State Police or FBI.
- b. Maintain a Safe Zone of at least 300 feet around the affected area unless the device is found, in which case, move the Safe Zone to at least 1,500 feet.
- c. Coordinate the support of other law enforcement agencies, bomb squads, and/or dog handler teams as appropriate.
- d. Terminate the incident when the situation has been cleared.

4. Airport Operations/ Fuel Desk

- a. Contact off-duty airport staff, if needed.
- b. Close and lock down the airport terminal and remove all non-essential persons.
- c. Turn off power to access gates 3 and 4.
- d. Issue NOTAMs as needed.

E. ADMINISTRATION AND LOGISTICS

1. In case of potential terroristic attacks, the Sierra Blanca Regional Airport will fall under the jurisdiction of the New Mexico State Police Department (NMSPD). The NMSPD, along with the Airport Managers, will elevate the situation to local and national federal agencies to quickly bring the situation under control. In addition, certain Alert codes are in place to notify key personnel of potential dangers associated with terroristic attacks. Specific agencies will be contacted by individuals in the incident command structure. The main purpose of this action is to limit casualties and property damage as a result of a terrorist attack or bomb threat.

F. PLAN DEVELOPMENT

1. A review of this section will be completed every 12 consecutive calendar months (CCM), in addition to plan development and maintenance of this section, is the responsibility of the Airport Manager and certain agencies involved in the AEP. Other review meetings will take place when AEP changes are necessary.

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G. AUTHORITIES AND REFERENCES

1. Plan development and content are outlined in 14 CFR §139.325, Airport Emergency Plan as well as AC 150/5200-31C, Airport Emergency Plan. Other references and authorities are given to mutual aid organization by the Village of Ruidoso Emergency Operations Plan (EOP) and NIMS (National Incident Management System) managed by the Office of Emergency Management (OEM) and developed by the Federal Emergency Management Association (FEMA). Airport Security Plan (ASP).



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4. STRUCTURAL FIRES, FUEL FARM AND FUEL STORAGE AREAS

A. PURPOSE.

1. The information contained in this hazard-specific section is intended to supplement the Basic Plan and Functional Section of the Airport Emergency Plan. It defines responsibilities and describes actions to be taken in the event of a structural fire. Further, this document, in conjunction with the Basic Plan and Functional Section, forms the basis for elements to be included in functional Standard Operating Procedures (SOPs) and checklists.

B. SITUATION AND ASSUMPTIONS.

1. This section should include:
 - a. Most buildings located on airport property are not equipped with modern fire protective systems. The building with the greatest risk is the passenger terminal. Built in 1987, it has no modern fire suppression systems other than numerous hand-held fire extinguishers located throughout the building.
 - b. Fire suppression will come from the Ruidoso Fire Department. The airport ARFF can assist if required, but a decision has to be made weighing the emergency against having the proper coverage for an aircraft emergency.
 - c. The Ruidoso Fire Department Station 2 is located 17 miles from the airport. The distance of this mutual aid fire department can lengthen the time required for response times, in most cases, to around 20 minutes.
 - d. Currently, the Airport Operating Area has two fire hydrants on the airside of the airport. There are three other street-side hydrants that could also be utilized during a fire emergency. The fuel farm also has a hydrant located within 100 feet of the area.

C. OPERATIONS.

1. This section explains the airport's overall approach to structural and fuel fire emergencies, i.e. what should happen, when, and at whose direction. Topics should include:
 - a. Division of airport and local responsibilities, to include roles and relationships of emergency response organizations.
 - b. A list of mutual aid agreements relative to structural and fuel fires.
 - c. Criteria for activation of the EOC.
 - d. A description of the sequence of actions before, during, and after the emergency situation.



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D. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.

1. Airport

- a. Provide notification to appropriate agencies.
- b. Implement protective actions for the public and employees, when necessary.
- c. Determine the need to evacuate or perform other public protective action for the occupants of any facility impacted by the fire.
- d. Apply appropriate firefighting agents to any fire involving fuel, if able.

2. Law Enforcement/ Security

- a. Provide crowd and traffic control, as needed.
- b. Provide continued law enforcement and security services on the airport, as needed.

3. Emergency Medical Services

- a. Provide emergency medical services, as needed.

4. Public Works

- a. Assist/provide critical services, including utility support, as needed.
- b. Provide safety inspections, as needed.
- c. Assist in facility restoration.

5. Public Information

- a. Interface with the media, as conditions warrant.
- b. Provide news releases relative to the airport's operational capability.
- c. Assist with the interface with other airport tenants.

E. ADMINISTRATION AND LOGISTICS

1. The Ruidoso Fire Department (RFD) is the primary responders to structural fires at the airport. The Airport Fire Department (ARFF) can respond when required. In the event the RFD needs additional help Lincoln County Fire Services can be asked to assist in the firefighting process. The nearest RFD can respond to the airport in 20 minutes of a call. The Airport Fire Department (ARFF) must make a judgment call when first to arrive on the scene of a structural fire. The decision must be based on saving lives and not degrading their ability to act on an aircraft emergency where passengers are concerned.



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F. PLAN DEVELOPMENT

1. A review of this section will be completed every 12 consecutive calendar months (CCM, in addition to plan development and maintenance of the Communications section, is the responsibility of the Airport Manager and certain agencies involved in the AEP. Other review meetings will take place when AEP changes are necessary.

G. UNIQUE PLANNING CONSIDERATIONS.

This section contains a listing of the functional section that would typically be required in the preparation of structural or fuel fires. It also identifies the unique and/or regulatory planning considerations that should be used by the airport AEP planning team.

1. **Command and Control.** Provisions should be made to address the following planning considerations in one or more appendices to a Direction and Control Section, such as:
 - a. Determine when additional response organizations should be placed on standby or dispatched to the scene.
 - b. Determine the need to activate the Airport Incident Command Post (ICP).
 - c. Determine the need to suspend or curtail day-to-day functions and services and focus on emergency response tasks.
 - d. Determine timing for action taken on the following critical concerns:
 - i. Alert the public.
 - ii. Close businesses and terminating operations.
 - iii. Evacuate the involved facility or adjacent facilities in conjunction with recommendations from the Incident Commander.
 - e. Remove trapped and injured persons from burning/collapsed structures, administer first aid, and assist in transporting the seriously injured to medical facilities.
 - f. Conduct surveys to determine the scope of damage.
 - g. Identify, remove, and dispose of rubble, wreckage, and other material.
 - h. Control access to the involved facility and surrounding area until it has been inspected and determined to be safe and/or will not impede emergency response operations. Only personnel directly involved in emergency response operations and subsequent investigations should be allowed to enter.
 - i. Cut-off/restore electrical power, natural gas, and water, as necessary.
 - j. Inspect the involved building(s) or facility(s) for safety of occupancy.
 - k. Conduct any necessary investigations.
2. **Alert and Warning.** Describe which emergency response organizations are notified for structural or fuel fires and how it is accomplished, including:

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- a. The availability of 9-1-1 capability. Describe the destination of those calls and the method by which the appropriate emergency response organizations are notified (e.g., telephone, pager, siren, radio, etc.).
 - b. If a commercial telephone service provider is used, identify the destination of the call, (e.g. ARFF station, local emergency dispatch, etc.) and the method by which the appropriate emergency response organizations are notified, including:
 - i. The general public is instructed on how to report a fire or request emergency assistance (e.g., signs posted on or near the telephones).
 - ii. Warnings were given to the affected general public and airport employees of a structural fire emergency. See SOPs and checklists.
 - iii. Notification of the hearing impaired.
3. **Emergency Public Information.** This section addresses provisions that should be made to prepare and disseminate notifications, updates, and instructional messages. The following planning considerations can be addressed, if appropriate, in one or more appendices to an EPI Section:
 - a. Instructions to the general public for calling for emergency assistance include notification of a structure or fuel fire.
 - b. Instructions for evacuating a specific airport facility.
4. **Protective Actions.** Evacuation is the normal protective action for occupants of a building involved in a structural fire.
 - a. **Evacuation.** In the development of evacuation procedures for airport buildings, the following should be considered:
 - i. The nearest emergency exit may lead to the Air Operations Area (AOA), and related safety and security issues must be considered.



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5. HAZARDOUS MATERIALS.

A. PURPOSE.

1. The information contained in this hazard-specific appendix is intended to supplement the Basic Plan and Functional Annexes of the AEP. It defines responsibilities and describes actions to be taken in the event a hazardous materials incident occurs. Further, this document, in conjunction with the Basic Plan and Functional Annexes, forms the basis for elements to be included in functional Standard Operating Procedures (SOPs) and checklists.

B. SITUATION AND ASSUMPTIONS.

1. The most obvious location for a hazardous emergency is the airport fuel farm. The fuel farm is located near the southwest corner of the airport property. It contains two above-ground fuel storage tanks with jet fuel, aviation gas, and automotive fuel. Fueling between aircraft and mobile fuel vehicles could potentially cause a hazardous emergency of some kind. The most hazardous of these transfers will occur at either the terminal ramp or at the individual hangar areas.
2. If there were a hazardous spill on the airport, the first responders would be the ARFF. ARFF would respond to a fuel spill with spill containment booms or soaker pads to help shorten the duration of the emergency. If the hazardous emergency was off airport property, the Ruidoso Fire Department, along with other local and state emergency first responders would descend on the site and take control and assume Incident Command for the emergency.
3. During the year, airport responders are subject to an AEP review and tabletop exercise. In addition, airport personnel are required to go through additional stormwater pollution training, which outlines emergency procedures in the event of a fuel spill.
4. Activation of the Emergency Operations Center (EOC) will be determined by the combined opinions of the Incident Commander, Airport Manager, and Village Emergency Manager. Most emergencies are smaller scale and only require the activation of the Incident Command Post.

Note: Each aircraft accident should be considered a hazardous material accident.

C. OPERATIONS

1. The Village of Ruidoso Emergency Manager maintains the Emergency Operations Plan (EOP). If the airport suffered a major hazardous material spill, the OEM would activate the EOP in conjunction with the AEP. On airport property, the AEP would normally be the plan that is

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followed. Off-airport emergencies are normally under the jurisdiction of the EOP in conjunction with several other local, state, and federal statutes. The ICS would determine at what time and location other plans would be followed other than the AEP.

2. Airport personnel will participate in response and recovery operations as training levels permit. Make required notifications, including NOTAMs and airfield inspections, as needed. If the hazard is or can become airborne, track/report wind direction and speed to the appropriate personnel. More specific information on this subject can be found in the SOP section.
3. Mutual aid response to the airport during an emergency is in accordance with letters of agreement between the Village of Ruidoso and responders from Lincoln County. The American Red Cross and the Salvation Army can be called by several agencies to provide assistance to the victims and responders to an emergency. Depending on the scope of the emergency, volunteers could also be utilized to aid the airport and surrounding area.
4. The Ruidoso Fire Department (RFD) has overall responsibility for responding to and containing a HAZMAT incident. RFD direction will take precedence over the guidance in this section.

D. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.

1. Firefighting and Rescue.

- a. Respond to fuel spills and other hazardous materials incidents in accordance with established policies and level of training.
- b. Provide response and recovery support in accordance with the level of training and established airport policies and procedures.
- c. Determine the need for and initiate, as needed, local Hazardous Materials Response Team response.
- d. Assist in Alert and Warning process in the event a Protective Action is required.
- e. Provide Hazardous Materials Response Team personnel with appropriate personal protective equipment.

2. Law Enforcement/Security

- a. Assist with scene security as requested by the Incident Commander.
- b. Assist in Alert and Warning process in the event a Protective Action is required.
- c. Provide for overall traffic control, including coordination with mutual aid law enforcement agencies.
- d. Assist with Air Operations Area escort services, as needed.
- e. Provide crowd control, as needed.

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3. Emergency Medical Services (EMS)

- a. Provide on-scene emergency medical services in accordance with established plans and procedures to include the following:
 - i. Collect, triage, and treat casualties.
 - ii. Transport to and coordinate with appropriate medical care facilities.
 - iii. Provide for the deceased.
 - iv. Restock medical supplies as needed.
 - v. Initiate Critical Incident Stress Management debriefing support, as needed.
- b. Initiate and coordinate, as needed, mutual aid EMS support.

4. Airport Operations

- a. Provide scene representation, to include participation in the Incident Command System.
- b. Coordinate Protective Actions, as needed.
- c. Conduct airfield inspections, as needed.
- d. Monitor and coordinate, as required, other concurrent airport activities.
- e. Interface with, coordinate, and utilize resources made available by airport tenants.

5. Public Works

- a. Assist/provide critical services, including utility support (activation/cut-off), as needed.
- b. Assist in the implementation of protective actions (e.g. shutting off air circulation systems for affected facilities if in-place sheltering is recommended).
- c. Provide safety inspections, as needed.
- d. Provide sanitation services for extended operations.
- e. Assist in the provision of required resources.
- f. Assist in facility restoration.

6. Public Information and Community Relations

- a. Interface with the media, as well as any emergency response organization on-scene public relations personnel.
- b. Provide news releases relative to the airport's responsibilities and activities.

7. Aircraft Operator or Designated Representative

- a. If an aircraft is directly involved in the incident, the aircraft operator or designated representative should do the following:
 - i. Provide on-scene support, as requested by the Incident Commander.



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8. Airport Tenants
 - a. Airport tenants may provide assistance on a voluntary basis.

E. ADMINISTRATION AND LOGISTICS

1. The Ruidoso Fire Department (RFD) has overall responsibility for responding and containing a HAZMAT incident. The primary areas of risk are areas adjacent to the fuel farm. After the Emergency Operations Center and Command Structure has been set up, several local and federal agencies will be called to assist if necessary. The bottom line is that a hazardous material spill or release can pose a risk to life, health, or property, and our number one goal is to save lives and property with the aid of our local and federal agencies.

F. PLAN DEVELOPMENT

1. A review of this section will be completed every 12 consecutive calendar months (CCM), in addition to plan development and maintenance of the Communications section, is the responsibility of the Airport Manager and certain agencies involved in the AEP. Other review meetings will take place when AEP changes are necessary.

G. AUTHORITIES AND REFERENCES

1. Plan development and content are outlined in 14 CFR §139.325, Airport Emergency Plan as well as AC 150/5200-31C, Airport Emergency Plan. Other references and authorities are given to mutual aid organizations by the Emergency Operations Plan (TEOP) and NIMS (National Incident Management System), managed by the Office of Emergency Management (OEM) and developed by the Federal Emergency Management Administration (FEMA). In addition, the airport's Storm Water Pollution Prevention Plan (SWPPP) contributes to some of the training requirements in the AEP. 29 CFR part 1910, Hazardous Waste Operations and Emergency Response (OSHA 1910.120 – HAZWOPER). This rule regulates the safety and health of employees involved in, among other things, any emergency response to incidents involving hazardous substances. These standards apply to all private employees, and to all Federal employees through Executive Order No. 12196 - Occupational Safety and Health Programs for Federal Employees. Also, 40 CFR part 311, Worker Protection. This rule applies the same substantive provisions of OSHA 1910.120 to state and local employees in States that do not have a Plan approved under the OSH Act. Further, EPA has defined the term "employee" of state and local governments to include both compensated and non-compensated workers.

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H. UNIQUE PLANNING CONSIDERATIONS

This section identifies many of the unique planning considerations that should be identified by the AEP Planning Team.

1. **General.** For the most part, the primary planning role of the airport operator will be to coordinate the planning, response, and recovery efforts with the local community hazardous materials planning officials. Facilities and transportation corridors on and in the vicinity of the airport that present a hazardous materials threat should already have been identified. AEP planners should review this information to determine the level of threat and the potential response efforts that may be necessary.
2. **Command and Control.** For this hazard, OSHA's Hazardous Waste Operations and Emergency Response Standard (29 CFR part 1910) requires that an Incident Command System (ICS) be used for on-scene management of response activities.
 - a. **Response Actions.** Provisions should be made, as appropriate, to describe the on-scene management structure and address the following planning considerations in one or more appendices to a Command-and-Control Annex, including:
 - i. Procedures for notifying response organizations, airport and local officials, as appropriate that are directly involved in the response, such as:
 1. From the initial incident report, disseminate as much information as possible.
 2. If possible, identify the hazardous material involved and the severity (degree of threat to people, property, environment, etc.) of the accident before exposing response personnel to possible health hazards.
 3. For transportation accidents, information sources include placards, container labels, cargo manifests, and shipping papers. These items can be checked against the Emergency Response Guide and shipping papers should also include an emergency contact number. If the above information is not visible or available, an interview with the vehicle driver or aircraft pilot could provide the information needed. For general transportation accidents, the Emergency Response Guide recommends contacting the Chemical Manufacturer's Association's Chemical Transportation Emergency Center (CHEMTREC) with initial requests for assistance. For immediate 24-hour assistance, they may be contacted by toll free telephone at 1-800-262-8200. Web access to CHEMTREC is at www.chemtrec.com/Chemtrec

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4. The IC is identified, and the EOC is notified of the IC's identity and the location of the ICP.
 - ii. Response personnel have and wear the appropriate protective gear (Proximity clothing and Self-Contained Breathing Apparatus [SCBA]).
 - iii. Unnecessary personnel at the site are moved away (in a crosswind direction) and denied entry.
 - iv. Qualified personnel only are involved in the response effort.
 - v. A protective Action Zone is established if necessary. This is an area in which people can be assumed to be at risk of harmful exposure and in need of either in-place protective shelter or evacuation.
 - vi. Hazardous materials are contained. For liquids, it may be necessary to use ditches or dikes to contain spread, so that removal may take place later. It may also be necessary to cover some materials with tarps to prevent vapors from rising.
- b. **Additional Notifications.** Various Federal laws and regulations on hazardous materials require notifications from the responsible party (employer, transporter, facility manager) and not necessarily from local or state agencies. Local and state agencies may have also established notification requirements. AEP planners should establish for what, if any, of these notifications the airport operator is responsible. For general transportation accidents, the Emergency Response Guide recommends contacting the Chemical Manufacturer's Association's Chemical Transportation Emergency Center (CHEMTREC) at with initial requests for assistance.
 - i. If radioactive materials are involved, notification is typically made to the State Department of Public Health or the Department of the Environment so that detection and monitoring can take place. For incidents involving nuclear weapons, notification should be made to the nearest military base and to the Joint Nuclear Accident Coordinating Center (JNACC) at (703) 325-2102. Information concerning JNACC can be obtained online.
 - ii. If infectious (etiological) agents are involved, local and/or State Health Departments should be notified. Officials in these departments are responsible for notifying the Emergency Response Coordinator for the CDC at (404) 639-0615. Information concerning support from the CDC is located at emergency.cdc.gov.



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c. Re-entry to Areas Directly Affected by the HAZMAT

- i. Describe the process for identifying when an area is safe to reenter.
- ii. Describe the process for controlling access to the area until it is safe. Only those people directly involved in the emergency should be allowed to enter.
- iii. Describe the process for monitoring of the environment and compliance with State and Federal regulations regarding disposal of the wastes.

3. Alert Notification and Warning. Hazardous materials incidents generally occur without warning, and the speed at which events develop and the spread of the effects varies from incident to incident. For small-scale incidents in the airport, public notification may be made through public address systems, portable megaphones, telephones, two-way radio, or person-to-person. Consideration must be given to the fact that some areas of the airport are subject to high noise levels. Large scale incidents will more than likely be initiated through an off-airport event. For these events, a jurisdiction-wide warning system should be used and activated by the local authorities. The airport should be prepared to deal with whatever protective action is recommended.

The following planning considerations should be addressed, if appropriate, in one or more appendices to an Alert and Warning Annex:

- a. Responsible officials and describe the methods by which they will provide timely notification to airport personnel, transients, and aircraft operators of a release from any facility or along any transportation corridor that may affect the airport.
- b. The process by which the airport operator will coordinate the alert and warning process with the local community.

4. Emergency Public Information (EPI). The flow of accurate and timely emergency information is critical to the protection of lives and property immediately following a hazardous materials incident. This section deals with the provisions that should be included in the plan for the preparation and dissemination of notifications, updates, and instructional messages as a follow-up to the initial warning. The following planning considerations should be addressed, if appropriate, in one or more appendices to an EPI Annex:



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- a. Methods used, prior to emergencies, for educating airport personnel about possible emergencies and planned protective actions.
- b. Role and organizational position of the airport public relations officer during emergencies.
- c. Public notification of health hazards associated with the HAZMAT involved in the accident.
- d. Personal protective actions instructions, including.
 - i. Instructions for in-place protection (when to stay, where to stay, and what to do) when that option is chosen.
 - ii. Event-specific evacuation instructions and information (routes, road closures, available transportation) when that option is chosen.

5. Protective Actions.

- a. **Evacuation.** The only difference between hazardous materials evacuation planning and evacuation planning for other emergencies is that initial movements should be coordinated. The IC makes these decisions based on conditions for the specific incident.
- b. **In-place Sheltering.** Evacuation may not always be advisable. In-place sheltering may be the preferred option. For some chemical hazards, using wet towels and shutting off air circulation systems may suffice; sometimes airborne releases may move more quickly than the evacuation can be affected. Also, if the hazardous materials accident results from another hazard event (such as an earthquake, flood, etc.), any protective action decision will have to factor in related additional concerns.
- c. The following planning considerations should be addressed, if appropriate, in one or more appendices to an evacuation annex:
 - i. Decision-making process and criteria, including the decision-making authority, for protective actions.
 - ii. Methods used for educating airport employees on protective actions.
 - iii. Methods for in-place sheltering that would be recommended for airport personnel, including transients and aircraft operators, present at the airport at the time of a hazardous materials incident.

- 6. **Law Enforcement/Security.** List the major law enforcement tasks related to responding to releases of hazardous materials.



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7. Firefighting and Rescue.

- a. List the major tasks to be performed by firefighters related to responding to releases of hazardous materials.
- b. Identify the public and private sector fire protection organizations with a response capability and responsibility for hazardous materials incidents.
- c. List the available support systems, e.g. protective equipment and emergency response guides, Emergency Response Guide, mutual aid agreements and Good Samaritan provisions.
- d. List and describe HAZMAT teams in the area.

8. Health and Medical.

If appropriate, in one or more appendices to a Health and Medical Annex, the following planning considerations should address provisions for:

- a. Keeping people informed of the health risks created by a HAZMAT release.
- b. Designating medical facilities that have the capability to:
 - i. Decontaminate and medically treat exposed persons.
 - ii. Dispose of contaminated items (clothing, medical supplies, and other waste material).
- c. Monitoring of water quality and sanitary conditions in the area affected by the release of hazardous materials.

9. Resource Management.

SARA requires hazardous materials emergency planning to include a description of emergency equipment at each facility in the community subject to Title III, along with identification of persons responsible for the equipment and facilities. If the airport operator is responsible for any such facilities, the following planning considerations should address provision for, as appropriate, in one or more appendices to a Resource Management Annex:

- a. Purchasing, stockpiling or otherwise obtaining essential hazardous materials response items. In most cases, these items are the responsibility of the designated Hazardous Materials Response Team; however, the airport operator may wish to maintain an inventory of support resources specific to the hazards at the airport. The name and contact information for the suppliers of these items should be included in the planning document.
- b. Identifying agencies and contractors that could be involved in cleanup operations and related tasks (including storage, cleaning, and reconditioning of response equipment and supplies). The local hazardous materials planning organization should already have this information.

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6. AIRFIELD POWER FAILURE.

A. PURPOSE.

1. Electrical power for runway and taxiway lighting is supplied to the airport from one system provided by Otero County Electric Coop, Inc. (OCEC). Power is routed to the airport from the East through one circuit. In the event that OCEC can no longer supply power to the Sierra Blanca Regional Airport, a diesel-fueled generator will be used for primary power. There are three separate generators for power outages. One for the ARFF/Maintenance building, ATCT and runway/taxiway lighting, second powers the main airport terminal and gates, and the third power the water pump house. Each generator must be turned on, and power switched over to them manually.

B. SITUATION AND ASSUMPTIONS.

1. The power supplying the various tenants and hangars at the airport is also provided by OCEC and derived from the same system. These buildings are not backed up by the airport-owned generator and will depend on the tenant for backup power.
 - a. Power Source Details:
 - i. OCEC is the primary power supplier for movement area lighting (Contact Number 1-800-548-4660).
 - ii. Back – Up generator for Airfield Lighting:
 1. It is located on the North side of the ARFF building.
 2. Continuous duty 125 Kw output.
 3. Supplies enough power to light airfield and supporting lighting systems at a time.
 4. Needs to be manually started and switched over when OCEC power fails.
 5. Has a fuel tank large enough to enable the generator to run under some load for about 36 hours.
 6. Tested monthly.
 7. Maintenance annually.
 8. Preventative Maintenance Schedule

C. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.

1. Airport Management

- a. Issue appropriate NOTAM.
- b. Notify appropriate maintenance personnel.
- c. Keep aviation users informed of the situation as necessary.
- d. Conduct routine/preventive maintenance.
- e. Conduct/document regular tests.

2. FAA Facilities/Maintenance

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- a. Conduct routine/preventive maintenance.
- b. Conduct/document regular tests.
- c. Operate the generator as necessary.
- d. After the emergency, determine cause and take corrective action.

3. Airport Manager

- a. Ensure that power generator and circuit resistance tests are being conducted.
- b. Ensure required NOTAMs are issued.

D. PLAN DEVELOPMENT

1. A review of this section will be completed every 12 consecutive calendar months (CCM), in addition to plan development and maintenance of the Airfield Power Failure section, is the responsibility of the Airport Manager and certain agencies involved in the AEP. Other review meetings will take place when AEP changes are necessary.



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7. CIVIL DISTURBANCE AND CROWD CONTROL

A. PURPOSE.

1. The information contained in this hazard-specific appendix is intended to supplement the Basic Plan and Functional Annexes of the AEP. It defines responsibilities and describes actions to be taken in the event a crowd control incident or problem occurs. Further, this document, in conjunction with the Basic Plan and Functional Annexes, forms the basis for elements to be included in functional Standard Operating Procedures (SOPs) and checklists.

B. SITUATION AND ASSUMPTIONS.

1. **Nature of assembly.** The purpose and mental attitude of the assembly may vary considerably. The arrival or departure of popular public figures may attract crowds who will, in most cases, be good-natured and easily controlled. The arrival or departure of more controversial persons may draw groups that are hostile and prone to disorderly conduct.
2. **Peaceful assembly at the airport.** Peaceful assemblies are often impromptu, particularly if a VIP is suddenly recognized. The following lists a partial listing of peaceful assemblies that may happen at an airport:
 - a. Arrival or departure of VIPs, celebrities, athletes, or other public or elected figures.
 - b. A welcoming reception given by a new carrier to the terminal.
 - c. Community air shows and static displays of aircraft for public viewing.
 - d. Aircraft incidents and accidents
3. **Disruption for Hostile Reasons.** There are circumstances that bring people to the airport to protest, voice dissatisfaction, or vent their anger. Such circumstances may stimulate deliberate attempts to interfere with operations or to commit sabotage – for instance:
 - a. Arrival of a controversial person or group.
 - b. A period of civil unrest nationally, regionally, or locally.
 - c. A period of serious international tension.
 - d. Labor/union-supported strikes.



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C. OPERATIONS.

This section should describe actions to be taken if a crowd control incident should occur at the airport.

1. The Ruidoso Police Department will be contacted to control the situation utilizing whatever means deemed appropriate. Airport staff, including ARFF personnel and members of the Ruidoso Fire Department, may be requested to stand by.
2. Activation of the EOC will be determined by the combined opinions of the Incident Commander, Airport Manager, and the Ruidoso Emergency Manager. Most emergencies are smaller scale and only require the activation of the Incident Command Post.
3. There are times that mutual aid assistance will be needed in case of a potential crowd or civil disturbance issue. All vulnerable areas, such as the fuel farm, airside entry gates, and the area between the parking and the terminal, will need to be protected by LEO or the Ruidoso Police Department. A perimeter sweep will need to take place regularly to prevent entry. In addition, the airport staff may be required to aid law enforcement personnel by doing perimeter and gate checks, depending on the severity of the disturbance.

D. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.

1. Airport Management
 - a. **Friendly Crowds.** In some situations, airport operators know in advance that a situation is likely to bring friendly crowds to the airport. Through proper planning and experience, appropriate steps may be taken to minimize the effort required to control a friendly crowd.
 - b. **Hostile Assemblies.** For hostile situations, it is difficult to determine in advance the degree of disturbance that may result at the airport. Therefore, before any specific steps are taken to increase security, intelligence information, which has been received from all reliable sources, must be evaluated. With that input, operators can make decisions concerning the kind and extent of security measures to take.
 - c. **Intelligence.** Typically there is advance warning or lead time with the assembly of large crowds. In times of civil disorder or international tension, airport operators should be especially alert to dissidents. While trained saboteurs will operate with great secrecy, untrained dissidents usually talk, threaten, or boast, and their plans either become known in detail or can be predicted.
 - d. **Briefings.** If appropriate, airport operators should brief air carrier representatives and other tenants on the actions airport security will take to deal with the anticipated demonstration. The briefing should

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specify the actions that the airport operator, other agencies, and tenants should take to ensure both the safety of the public and the continued operation of the airport.

- e. **Vulnerable locations.** The following locations are potentially vulnerable:
 - i. **Apron entrances and exits.** All apron entrances and exits should be closed. One entrance or exit may be kept open depending on the degree of security required. A guard with radio communications will be stationed at access and other critical points for surveillance.
 - ii. **Fuel farm.** If an assembly is anticipated to be hostile, the fuel farm should be secured until the period of expected violence and the potential for a fire hazard has passed.
 - iii. **Areas between parking lots and terminals.** It is advisable to control the automobile parking lots and the pathways between the lots and the terminal.
 - f. **Lighting.** Lighting should be provided around buildings that house critical facilities. At entrance gates, the lighting should be bright enough to permit guards to identify persons and inspect identification cards. Controls and power sources should be installed where they are inaccessible to unauthorized persons. Floodlights mounted on airport emergency or service vehicles may be used for patrolling fences in times of disorder. Authorized personnel should regularly check that the field, ramp, taxiway, terminal, and roadway lighting is functioning properly. Portable floodlights may be used to provide positive surveillance capability at those areas used on an infrequent or temporary basis.
2. **Firefighting and Rescue.** Observe law enforcement problems closely for possible development into fire problems; the time interval between law enforcement and fire problems may be a matter of an hour or days.
3. **Law Enforcement.**
- a. Assume primary responsibility for crowd control actions.
 - b. Give due consideration to the rights of individuals and the protection of private property.
 - c. Coordinate with mutual aid organizations, as necessary.
 - d. Augment security forces if intelligence reports and type of demonstration warrant.
4. **Emergency Medical Services.** Monitor the situation and provide services as required. For anticipated large crowds, an airport should set up extra first aid, medical booths, and have ambulances standing by.



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5. **Airport Tenants.** Tenant security should be increased commensurate with the anticipated problem. All office doors should be closed and, if practical, locked when tenant employees are working inside. During off-duty hours, all doors should be locked.

E. ADMINISTRATION AND LOGISTICS.

1. The Ruidoso Police Department (RPD) will be contacted in the event of a crowd control issue at the airport. The Ruidoso Fire Department and the Airport ARFF may be requested to standby. In case the situation requires more assistance, the RPD can request mutual aid from the Lincoln County Sheriff's Office (LCSO).

F. PLAN DEVELOPMENT.

1. A review of this section will be completed every 12 consecutive calendar months (CCM), in addition to plan development and maintenance of this section, is the responsibility of the Airport Director and certain agencies involved in the AEP. Other review meetings will take place when AEP changes are necessary.

G. AUTHORITIES AND REFERENCES.

1. Plan development and content are outlined in 14 CFR §139.325, Airport Emergency Plan as well as AC 150/5200-31C, Airport Emergency Plan. Other references and authorities are given to mutual aid organizations by the Anywhere Emergency Operations Plan (TEOP) and NIMS (National Incident Management System), managed by the Office of Emergency Management (OEM) and developed by the Federal Emergency Management Administration (FEMA).

H. UNIQUE PLANNING CONSIDERATIONS.

This section in Sierra Blanca Regional Airport's AEP would typically require the preparation of a hazard-specific appendix for crowd control incidents. It identifies many of the unique and/or planning considerations that should be identified by the AEP Planning Team.

1. **General.** For the most part, the primary planning role of the airport operator will be to coordinate the planning, response, and recovery efforts with local law enforcement agencies.
2. **Command and Control.** For this hazard, law enforcement should assume the lead.
 - a. It is recommended that an ICS be used for on-scene management of response activities.
 - b. **Response Actions.** Provisions should be made, as appropriate, to describe the on-scene management structure and address the

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following planning considerations in one or more appendices to a Command-and-Control Annex:

- i. Procedures used to identify the validity of the threat.
- ii. ICS to be used at crowd control incidents on the airport.

3. **Emergency Public Information.** The following planning considerations should be addressed, if appropriate, in one or more appendices to an EPI Annex:
 - a. Methods used, prior to emergencies, for educating airport personnel about potential crowd control incidents.
 - b. Role and organizational position of the airport public relations officer during a crowd control incident.
4. **Firefighting and Rescue.** Fire Department apparatus should be deployed to pre-identified dispersal locations throughout the airport and will be readily available to respond as required.
5. **Resources Management.** At the onset of any given airport emergency, important support personnel and equipment, including key airport employees, may be located off the airport. Therefore, the AEP Planning Team should consider the following:
 - a. Airport access roads may be closed and/or traffic/access control established to prevent entry by unauthorized personnel. Procedures should be developed that will provide for timely access to the airport by response personnel, including designated airport employees who may be off the airport at the time of the incident.
 - b. Response to many emergencies, particularly those involving aircraft, often attract emergency responders from a wide geographic area. Many of these responders, while well-intentioned, do not have an official role in the planned response effort and can create a significant resource management problem.
6. The AEP Planning Team should provide for resource management during plan development. Planning elements to be considered include:
 - a. The development of an official emergency responder identification pass/badge/card to be distributed to airport response personnel.
 - b. The designation of a remote staging area for those emergency response personnel who do not have a designated role in the AEP.
 - c. Coordination of these provisions with the local Emergency Management Agency (EMA).

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- d. Dissemination of the information contained in these planning elements through community emergency responder training programs and emergency management newsletters.



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8. SABOTAGE, HIJACK, AND OTHER UNLAWFUL INTERFERENCE WITH OPERATIONS

A. PURPOSE.

1. The information contained in this hazard-specific appendix is intended to supplement the Basic Plan and Functional Annexes of the AEP. It defines responsibilities and describes actions to be taken in the event of sabotage, hijack, or other unlawful interference with operations incident occurs. Further, this document, in conjunction with the Basic Plan and Functional Annexes, forms the basis for elements to be included in functional Standard Operating Procedures (SOPs) and checklists.

B. SITUATION AND ASSUMPTIONS.

1. General

- a. Agencies and organizations other than the airport operator are tasked by laws, regulations, and other documents to respond to hijack and sabotage incidents.
- b. Because the response time of these other agencies and organizations may be significant, the airport operator should be prepared to take action in the interim.

2. Regulations.

- a. Airports regulated under 49 CFR part 1542, Airport Security, have established response procedures for sabotage, hijack and other criminal interference of Civil Aviation as specified in their Airport Security Program (ASP).

3. Memorandum of Understanding

- a. Federal Aviation Administration and the Federal Bureau of Investigation. Existing Memorandum of Understandings between the FAA and the Federal Bureau of Investigation and between the Department of Transportation and the U.S. State Department have established specific lines of responsibility and jurisdiction involving hijack and sabotage incidents.

C. OPERATIONS.

1. **General.** This section should describe actions to be taken if a hijack, sabotage, or other unlawful interference with operations incident should occur at the airport.
2. As incidents of hijacking, sabotage and other unlawful interference involve so many different organizations, i.e. FAA, FBI, air carrier etc., and as each situation will be unique, the airport operator should conduct planning sessions involving all of the potential players to further define roles and responsibilities. At airports regulated under 49 CFR part 1542





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Airport Security, such roles and responsibilities will be specified in their ASP.

3. Items to be discussed should include:
 - a. Guidance to the airport operator/law enforcement personnel as to actions to be taken until the agency or organization of jurisdiction arrives.
 - b. The need for and location of an EOC or other Command Center from which operations will be conducted.
 - c. The need for additional or specialized resources, such as additional telephone lines or other means of communication.
 - d. The need for, and location of, remote aircraft parking.
 - e. Responsibilities regarding the media.

D. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.

1. Aircraft Operator Involved

- a. Dispatch a management official to the Command Post from the Airport Terminal Building.
- b. Coordinate all requirements with FBI and FAA representatives.
- c. Prepare to provide ramp work clothes for law enforcement agents, if armed intervention is deemed necessary.
- d. Assign a member of management or appropriate personnel to be available to assist law enforcement personnel.
- e. The refueling of an aircraft under the control of a hijacker(s) is an extremely critical operation. This refueling operation will be the closest contact the hijacker(s) has with persons outside the aircraft who are a potential threat to the hijacker(s) and to the success of his/her hijacking mission. Therefore, extreme caution should be exercised not to cause excitement, disturbance, or any action that might agitate the hijacker(s). Make every effort to handle the refueling without endangering life or property. Be prepared to provide the proper amount of fuel at the location, as decided by Aircraft Operator/Airport Management.

2. Police

- a. Contact the Federal Bureau of Investigation and the Ruidoso Police Department.
- b. Establish an Incident Command Post at the airport terminal building.
- c. Provide an unmarked automobile.

3. FBI and Federal Aviation Administration

- a. Dispatch an agent to the Incident Command Post.



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- b. All decisions as to the plane itself are the responsibility of the involved aircraft operator, who must request such assistance from federal authorities as they deem necessary.

E. ADMINISTRATION AND LOGISTICS.

1. In case of sabotage, hijacking, or unlawful interference with aircraft operations occur, federal and state agencies will respond. The response time could be significant so local and airport authorities must be prepared to take action till federal and state officials arrive. Airport and local officials will work closely with state and federal officials to improvise solutions, develop security details and produce media interface with the public through our local Police Information Officer. This interface will take place in the Emergency Operations Center or other Incident Command Post near the incident site.

F. PLAN DEVELOPMENT.

The Airport Manager will coordinate revisions to this section with the air carriers, RPD, RFD, FBI, FAA, and TSA. Relevant material will be carried in the ASP and included in the Incident Command SOP. If changes are required for the ASP the Airport Director will ensure that the Federal Security Director approves the changes prior to implementation. A review of this section will be completed every 12 consecutive calendar months (CCM).

G. AUTHORITIES AND REFERENCES

1. Plan development and content are outlined in 14 CFR §139.325, Airport Emergency Plan as well as AC 150/5200-31C, Airport Emergency Plan. Other references and authorities are given to mutual aid organization by the Anywhere Emergency Operations Plan (TEOP) and NIMS (National Incident Management System) managed by the Office of Emergency Management (OEM) and developed by the Federal Emergency Management Association (FEMA). The FBI and Department of Homeland Security directives will be applied in this situation. In addition, our airport is regulated under 49 CFR part 1542, Airport Security and our Airport Security Plan (ASP).



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9. UAS RESPONSE PROCEDURES

A. PURPOSE

The purpose of this section is to provide an outline of the specific actions that may be triggered in the event of an unauthorized UAS operation disrupting aircraft operations at the Sierra Blanca Regional Airport. The greatest threat posed by an unauthorized UAS operating at the airport is the risk of impact to an aircraft resulting in loss of life and property. Additionally, a UAS operating in a critical area such as an arrival or departure flight path may result in the closure of a runway or the entire airport until the threat has been mitigated. Major disruptions to airport operations have occurred at airports resulting in thousands of flight cancellations cascading through the National Airspace System.

B. SCOPE

The Sierra Blanca Regional Airport is regulated under 14 CFR Part 139. In response to Cert Alert 21-04 this plan has been developed and will be maintained as part of the Airport Emergency Plan.

This plan assumes an operating UAS will fall into three categories of potential threat level: Low, Medium, or High.

All reports of a UAS sighting adjacent to the airport will be taken seriously until the validity of the threat and the impact can be determined.

The Sierra Blanca Regional Airport does not employ drone detection capabilities such as UAS Detection, Identification, and Interdiction Systems.

C. DEFINITIONS:

- ☐ Low Altitude Authorization and Notification Capability (LAANC): Directly supports UAS integration into national airspace. A LAANC application must be made and approved for specific locations, flights, and altitudes prior to operating a UAS at or near SRR Airport.
- ☐ Unmanned Aircraft System (UAS): A system that includes the necessary equipment, network, and personnel to control an unmanned aircraft.
- ☐ Small Unmanned Aircraft Systems (sUAS): are aircraft that do not carry a pilot and are controlled, monitored, or programmed for flight by a pilot on the ground.
- ☐ UAS Aircraft Pilot: A person exercising control over a UAS during flight.



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- ☐ UAS Remote Pilot in Command: Designated pilot with authority over on-scene flight operations. Must be FAA an Part 107 licensed pilot for outdoor operations.

D. PROCEDURE:

UAS Operations – Low Impact

The report of UAS operations may come from a variety of sources including pilots, airport staff, airport tenants, law enforcement, or concerned citizens. A low impact UAS operation is categorized as:

- ☐ A UAS has been visually observed but is no longer airborne or currently in flight.

Response:

- ☐ Airport staff will be dispatched to the approximate location and confirm the drone is no longer operating.
- ☐ Airport staff will monitor CTAF frequency on 122.800 to determine any further impacts to aircraft operations.
- ☐ Airport staff will document the drone activity in the daily inspection log.

UAS Operations – Medium Impact

A UAS operation that poses a Medium Impact to airport operations is a UAS operating near the perimeter fence, poses a significant concern for safety, and has the potential to cause disruptions. Medium-threat UAS operations present no indication of malicious intent but do possess the potential to disrupt airport operations.

Examples:

- ☐ Observation of UAS activity over terminal, landside parking areas, FBO parking lots, and along State Highway 220 (not affecting arrivals and departures on RWY 12-30).
- ☐ UAS activity off airport property having the potential to affect aircraft arrivals and departures.

Response:

- ☐ Airport staff will be dispatched to the location to visually observe the unauthorized UAS and locate the operator.
- ☐ Any deviations of the UAS flight path that may affect aircraft operations will cause the threat level to be escalated to High.

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- ☐ Airport staff will monitor CTAF frequency on 122.800 to monitor any further impacts to aircraft operations.
- ☐ Airport staff will communicate to the Airport Manager once the drone is no longer operating, and the threat has been mitigated.
- ☐ Airport staff will document the drone activity in the daily inspection log.

UAS Operations – High Impact

A UAS operation that poses a high impact is a UAS that is intentionally causing disruption to airport operations including:

- ☐ Operating within the flight path of RWY 6-24, RWY 12-30, and poses an immediate threat to operating aircraft.
- ☐ Operating over any ramp within the non-movement area or operating over any taxiways within the movement area.
- ☐ Operating over sensitive/critical infrastructure of the airport including fuel farms, the ARFF Station, and the terminal building.
- ☐ Weaponized drones operating on the airport.

Response:

- ☐ Airport staff will be dispatched to the location to locate the operator, visually observe the drone and monitor the impact to airport operations.
- ☐ Airport staff will monitor CTAF frequency on 122.800 and provide updates to the Airport Manager on the position of the UAS and its impact to the airport.
- ☐ Any drone activity within the arrival and departure corridors of a runway will result in that runway being closed with appropriate NOTAM's being issued.
- ☐ A UAS that transitions the flight path of multiple runways or a swarm of drones operating within multiple runway corridors may result in the closure of the airport until the threat has been mitigated.
- ☐ The Airport Manager will coordinate with the Ruidoso Police Department Police and Lincoln County Sheriff's Office for LEO assistance.
- ☐ Once the UAS is no longer impacting aircraft operations, airport staff will cancel any applicable NOTAM's and reopen the airport to normal operations.
- ☐ Airport staff will document the drone activity in the daily inspection log.

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E. IDENTIFYING UNSAFE AND UNAUTHORIZED UAS OPERATIONS

Generally, regardless of whether the UAS incident directly affects airport operations or poses a minimal threat the following procedures will be followed by airport staff:

- ☐ Identify the location and visually observe the UAS.
- ☐ Ensure airport tenants are notified of the impact to airport operations.
- ☐ Issue any NOTAMS applicable to closures of runways, taxiways, or the overall airport.
- ☐ Attempt to locate and identify individuals operating the UAS.
- ☐ Mitigate the unauthorized UAS operation.
- ☐ Return to normal operations as expeditiously as possible.

F. RETURN TO NORMAL OPERATIONS

- ☐ Once the unauthorized UAS operation has been concluded, Airport personnel will conduct an airfield inspection.
- ☐ Upon completion of the airfield inspection, the Airport Manager will be notified that the airfield is clear, and the Airport will return to normal operation.



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IV. HAZARDS SOP

A. AIRCRAFT ACCIDENTS AND INCIDENTS SOP

1. Purpose

- a. Sierra Blanca Regional Airport is not required to have a water rescue plan.
- b. The purpose of an Airport Emergency Plan is to provide a general framework for the various emergency response capabilities of the surrounding community are identified and organized. During response operations, an Incident Commander (IC), along with his Incident Command Staff (ICS), will normally be established to coordinate the various agencies involved.

2. General Accident and Security Reporting Procedures

- a. The pilot or operator of an aircraft involved in an accident causing personal injury or property damage at the Airport shall promptly and fully report the incident to the Airport Manager, 911, or any emergency authority.
- b. Any person witnessing or having knowledge of an aircraft incident or accident involving personal injury or property damage shall report it promptly and fully to the Airport Manager, 911, or any emergency services authority.
- c. Any person witnessing or having knowledge of a security breach or security threat/risk at the airport shall report it promptly and fully to the Airport Manager, 911, or a Law Enforcement Agency.

3. General Responsibilities

- a. Line of Succession.
 - i. Airport Manager;
 - ii. ARFF Chief;
 - iii. Senior Line Technician on duty.

4. The Airport Manager

- a. Maintain continuous connectivity with ARFF, and Village of Ruidoso Emergency Services. The intent is to ensure a key member of the airport staff is always available to coordinate with emergency services responding to an aircraft accident, on or off the Airport.
- b. To the extent practical, notify a key member to recall the entire airport staff (telephone or radio).
- c. Respond to emergencies at Sierra Blanca Regional Airport and each aviation related emergency within the airport area.
- d. Control the operational status of the airport and the aircraft movement areas. Do not permit flight operations that would hinder the emergency response. Consider closing the airfield. Limit flight operations to essential launch and recovery activity (e.g., Medi flights; low fuel flights; etc.) to facilitate emergency movement and non-movement areas as necessary to facilitate emergency response.

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vehicle access. Notify Lockheed Martin NOTAM service at 877-487-6867 or 817-541-3468; issue NOTAMs as necessary. Do not reopen the airfield until the AOA has been properly inspected and is secure. Ensure ARFF protection has been re-established.

- e. Ensure an airport staff member controls Staging Gate access. The first Law Enforcement Officer (LEO) is to assist in controlling airport access at the Holding Point.
- f. Assist in the establishment of an Incident Command Post (ICP) to coordinate response activity and serve as an aviation advisor to the Incident Commander. Complete timely notification of appropriate regulatory and investigative agencies such as the Federal Aviation Administration (FAA), National Transportation Safety Board (NTSB), Transportation Security Administration (TSA), Flight Standards District Office (FSDO).
- g. Coordinate with the Law Enforcement Agency to protect evidence, assure adequate crowd control, and permit movement of emergency equipment.
- h. Anticipate the need for heavy lifting equipment/web slings.
- i. Make emergency notifications.
- j. Establish shift schedules and ensure continuity during alternating shifts, as needed.
- k. Provide budgeting, payment and other financial support. Provide tracking of expenses for potential reimbursement. Provide procurement services. Provide administrative support to NTSB. Relay pertinent information to the on-site emergency officials.
- l. Host media, airline personnel, emergency services and friends and families of victims and passengers. Family and friends of the victims would be temporarily sequestered and escorted by airport staff members and airline representatives to the Administration Conference room away from any windows and media.
- m. Assist the organization involved to assure a rapid removal of aircraft or debris as soon as appropriate. Ensure pavement surfaces are clear prior to permitting aircraft traffic to resume operations.

5. ARRF Chief

- a. Provide emergency response management and coordination of all on-scene activity. The senior ranking on-scene ARFF representative will be the Officer-in-Charge of the emergency response (Incident Commander). The Incident Commander is in charge of the overall operation but may appoint command staff members for various roles or tasks as needed.
- b. The augmenting Village of Ruidoso & Lincoln County Fire units will normally defer to the Aircraft Rescue and Fire Fighting (ARFF) unit to direct the initial response to an aircraft emergency based on the ARFF's knowledge of the airfield/aircraft and being first on the scene. ARFF will normally pass command to the senior firefighter responding from the RFD.

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or LCFS when ARFF has concluded aircraft fire suppression and passenger/crew rescue and remains recovery.

- c. ARFF will be responsible for extinguishing fires, installing safety measures at the scene, removal of passengers and crew from disabled or crashed aircraft, removal of remains after they have been cleared by the Coroner or his designated representative, NTSB, and identification teams, and preserving all evidence at the scene in accordance with FAA AC 150/5200-12. In the absence of qualified medical personnel, the Officer-in-Charge will determine the priority of removal of injured personnel.
- d. ARFF will request Village of Ruidoso Fire Department (RFD) assistance or additional support equipment and personnel, if required. ARFF IC shall notify the local Coroner and request his presence if necessary.
- e. Request Ruidoso Dispatch to notify Lincoln County Medical Center with number of injured, and request to have doctors stand by at the Emergency Room to receive injured
- f. Provide a staging officer (tent/vehicle and radio) to coordinate arrival of assets with ICP. ICP will call the staging officer when the asset is needed at the scene.
- g. If able, provide an assistant IC when the environment gets extremely busy

6. Ruidoso Office of Emergency Management

- a. In coordination with the Public Information Officer (PIO), host and brief members of the media at front parking lot of Airport Terminal when appropriate.
- b. Ensure family members of the casualties are permitted privacy. If required to make death notifications to persons at the Airport, consider coordinating the presence of medical personnel, clergy, and grief counselors.
- c. Arrange for barricades, cones/flags, tarps, drinking water, portable lighting, and generator power as needed. If required, obtain de-fueling equipment.
- d. Notify Lincoln County Medical Center and the Area 1 Healthcare Coalition with number of injured, and request to have doctors stand by at the Emergency Room to receive injured.
- e. Ensure the American Red Cross is notified of the emergency.
- f. Will serve as a liaison between the Incident Commander and the various agencies and jurisdictions on scene.

7. Law Enforcement Agency

- a. Due to the specialized geographic area of Sierra Blanca Regional Airport, and the surrounding jurisdictional lines of government ownership of land, the location of the aircraft accident/incident will dictate which Law Enforcement Organization (LEO) will take the lead in the following SOP requirements. For example: Airport Property, an annexed Village of Ruidoso jurisdiction will be the responsibility of the Ruidoso Police Dept. (RPD). All areas outside of the Airport Property will be the responsibility of the Lincoln County Sheriff's Office (LCSO).

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- b. The LEO shall be in charge of all scene security and clearance of personnel into the incident area. Law enforcement will insure that the public or media do not penetrate the Airport Operations Area as designated by the perimeter fence. The LEO should be prepared to close off entrance roads at the main airport entrance to all non-essential traffic.
- c. Control non-emergency traffic at the appropriate Holding Point. Permit emergency and required personnel entry at the appropriate Staging Point.
- d. The New Mexico State Police Crime Scene Unit shall be in charge of the initial investigation until federal investigators arrive. Crime scene personnel will assist federal agencies as required.
- e. Police shall direct all media representatives to the front parking lot of the Airport Terminal, or special designated area which will serve as the media briefing area.
- f. RPD will provide other security assistance as requested by the Airport Manager or his representatives. RPD will request support from the LCSO or NM State Police, if required.

8. All Airport Tenant Organizations

- a. Supply a name and telephone number for emergency contact. It is the responsibility of each tenant to keep numbers current. The Airport Staff will call personnel as listed. After the first person has been notified, it shall then be the tenant's responsibility to notify other personnel as needed.
- b. Control personnel to insure that tenant employees not directly involved in responding to the emergency will remain clear of the scene. Personnel directly involved will report to the appropriate Staging Point for escort to the emergency site.
- c. During a declared Alert 3, the airside doors in the terminal and vehicle gates should be locked down to prevent unauthorized entry to the airside secure area.

9. ENTRY AND INVESTIGATION

1. Airport Operations Area (AOA) Entry.

- a. Standby and Holding Staging Points (Figure 3). Standby Staging is intended to locate emergency responders for immediate access to the airport. The Holding Point is intended to hold augmenting emergency responders until called for while keeping the entry areas clear. Holding Points will also serve as turn-a-rounds for unauthorized personnel. Airport gates bear number plates; (Figure 4).
- b. Primary Standby and Alternate Standby Staging Points. Standby Staging Point #1 (Gate 6) and entry to the AOA is the mechanical gate located directly beside the Airport Terminal Hangar. If this access point is not suitable, the mechanical gate (Gate 3) located in the T-Hangar area (Alternate Standby Staging Point #2) will serve as an alternative access point. Police Department personnel assisted by the Airport Staff will control access at these points.

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2. Investigation

- a. National Transportation Safety Board (NTSB). The NTSB is to be notified of all aircraft accidents and is responsible for all aircraft investigations. Part 800 of the NTSB Regulations requests Federal Aviation Administration (Flight Standards District Office representatives) investigate aircraft accidents involving aircraft with a maximum takeoff weight of 12,500 lbs or less, except accidents in which fatalities have occurred to an occupant of the aircraft, or accidents involving aircraft being operated in accordance with FAR Part 135, and to submit a report to the Board concerning each investigation.
- b. Preservation of Aircraft Wreckage and Records. Title 14, CFR Part 830, Paragraph 830.10 states: "The operator of an aircraft is responsible for preserving to the extent possible any aircraft wreckage, cargo and mail aboard the aircraft and all records, including flight recorders, pertaining to the operations and maintenance of the aircraft and airmen (records) involved in an accident or incident for which notification must be given until the Board takes custody thereof or a release is granted pursuant to 830.11." Also see Paragraph C & D this section.
 - i. Prior to the time the Board or its authorized representative takes custody of aircraft wreckage, mail, or cargo, such wreckage, mail and cargo may be disturbed or moved only to the extent necessary:
 1. To remove persons injured or trapped.
 2. To protect the wreckage from further damage.
 3. To protect the public from injury.
 - ii. Where it is necessary to disturb or move aircraft wreckage, mail or cargo, make sketches, descriptive notes, and/or take photographs, if possible, of the accident and condition of the wreckage and any significant impact marks.
 - iii. Baggage, luggage, and other personal belongings lying about the scene of an aircraft accident will normally be confiscated and stored by airline or airport personnel when released by the NTSB.
 - iv. U.S. Post Office representative will assume custody of all mail as soon as the NTSB authorizes its removal from the emergency site.
 - v. Upon their arrival, military authorities will have complete custody of military aircraft and government property involved in an airport emergency.

c. Release of Aircraft and/or Records.

- i. Aircraft wreckage (or records involved in or pertinent to an aircraft accident) shall not be released for repairs, salvage, disposal or any other purpose until permission is granted by an authorized representative of the NTSB or the FAA.

3. Removal of Disabled Aircraft

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- a. With approval of investigating authorities, removal of disabled aircraft is the responsibility of the aircraft owner and/or operator. The Airport Director/ Fire Chief Airport Director or staff will coordinate with the aircraft owner/operator, if available, to remove the disabled aircraft from the airport operations area. In the event of failure to promptly remove the aircraft, the Airport Director/ Fire Chief at the owner's expense, will remove such aircraft and parts. Sierra Blanca Regional Airport has the capability to tow aircraft. Companies listed below have capability to remove disabled aircraft from the aircraft movement areas:
 - i. Mountain Top Inc.
Jace Ensor
110 Pat Thompson Ct
Ruidoso, NM 88345
575-808-1232

10. IDENTIFICATION OF REMAINS AND TEMPORARY MORGUE

2. General

- A. The Incident Commander (IC) is responsible for notifying the New Mexico Office of the Medical Examiner (ME) The ME is responsible for the collection, identification, storage and dispatch of human remains. Local funeral homes, Crime Scene Unit and/or special disaster team may assist the ME. The ME will coordinate with local funeral homes in releasing remains to family members.
- B. A local funeral home may be used as the temporary morgue for casualty accidents involving a few victims. In the event of an emergency that involves a large number of fatalities, the Airport Maintenance Facility, will serve as the temporary morgue.
- C. The IC shall instruct all personnel that no remains may be moved until authorized by the EM. Furthermore, bodies shall not be removed until a number has been assigned to the body and a card or tag showing this number is staked or otherwise appropriately fixed in the exact position where the body is found. The LEO Crime Scene Unit will do the initial investigation including marking/flagging and photographing. The LEO will inform the EM when initial investigation work is complete for purposes of moving remains.
- D. No personal clothing, property, or other items that could conceivably aid in identification shall be removed from the body until authorized.
- E. The funeral homes, LEO, and Red Cross will work with the ME to assist in notifying next of kin.
- F. With concurrence of the EM and the Crime Scene Unit, remains may be transported from the scene by Fire Department personnel or Airport employees, as directed by the Incident Commander to an area designated

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by the ME. The LEO will provide security for morgue operations, if required. Refrigerated transport will be contracted if needed.

11. AIRCRAFT EMERGENCIES:

3. Aircraft emergencies constitute a potential danger to life and property on the ground as well as in the air. For this reason, an emergency declaration is not the sole prerogative of the pilot in command. An emergency will normally be declared by with the pilot, air traffic controller, or the Airport Manager or designated representative.

A. Supervision.

Overall supervision of the emergency response will be provided by the Airport Manager -Incident Commander (IC) if on scene. The senior ARFF member present in the following order will provide supervision of airport personnel and assist the IC:

1. Airport Manager
2. ARFF Chief
3. Ost Senior Line Tech

B. Responsibilities.

1. RFD and ARFF. ARFF techniques and procedures and supporting aid are the coordinated responsibility of the Sierra Blanca Regional Airport ARFF Department and the Ruidoso Fire Department (RFD). The following definitions and responses apply to the ALERT categories (see Figure 3 for Staging and Holding Points):

Alert 1: Aircraft Ground Emergency (e.g., Wing Strike, Tire and/or Gear Failure, Hot Brakes, Hot Start, etc.).

- ☐ **Response:** ARFF will respond to the aircraft location. Ruidoso Dispatch will be notified of Alert and inform RFD to standby in station until Alert-1 has been upgraded or terminated.

Alert-2: Aircraft airborne emergency that could result in damage to property or personal injury (e.g., aircraft control system failure, unsafe gear indication, abnormal engine operation or failure, electrical failure, etc.).

- ☐ **Response:** ARFF will stage to the airfield and establish Airport Command. RFD will respond, enter the airfield at Gate 6, and hold position just inside the gate. One ambulance will respond to Holding Point at Gate 6. Ruidoso Police Department (RPD) will respond to Holding Point at Gate 6.



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Alert-3: Aircraft crash on or midair over the airport, fire, or collision involving aircraft. Although an Alert-3 normally closes the airfield, responders must use caution for other aircraft.

- ☐ **Response:** ARFF will proceed immediately to the site via most expeditious route and commence fire suppression and/or rescue. Establish incident command and advise dispatch of grid map coordinates or gate number for other responders, as able. RFD will respond with requested apparatus. Incident Command will relay grid map coordinates or nearest gate number to dispatch.
- ☐ Lincoln County EMS will respond to the airfield through Gate 6, or as directed by ARFF IC.
- ☐ Bonito Volunteer Fire Dept. will respond to a location directed by ARFF IC (grid map or gate number) and establish primary staging for other incoming personnel and units. BVFD (mutual aid) one Engine, one tender, and one Type 6 truck shall respond to the primary staging area for assisting units.

C. Communications and New Media

1. Airport Grid Map and Gate Numbers. The location of an accident adjacent to the airport may be communicated by reference to the Airport Grid Map (Figure 2). Access to an accident on the airfield may be expedited by relaying the nearest suitable gate number (Figure 4).
2. On-Airport Primary and Secondary Communications. The primary emergency communications system is a direct call between the Airport and the Ruidoso 911 dispatch. The dispatcher will notify Ruidoso, Police, Fire, Emergency Management, and Lincoln County Emergency Medical Services. ARFF vehicles maintain radio communications on the SBRA frequency and the Airport Unicom frequency 122.80.
3. Off-Airport Primary and Secondary Communications. In the event of an off-airport aircraft accident/incident, the primary communications and initial contact with the Airport Manager will be via cell phone. Between the hours of 0600 and 2000, ARFF will monitor the SBRA frequency and provide secondary contact to the Airport Manager for aircraft related events or any events that threaten the airport. Between the hours of 2000 and 0600, the Ruidoso 911 Dispatch will provide backup contact to the Airport Manager.
4. **News Media.** Media representatives will assemble at the Airport terminal parking lot or special designated area. Pending arrival of federal investigators, the Airport Manager, Ruidoso

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Emergency Manager and the Village of Ruidoso Public Information Officer (PIO) will coordinate media information. The media is prohibited inside the airport perimeter fence without the permission of the Airport Manager. Statements to the media concerning the investigation, airlines, or military are the responsibility of the following:

- a. If on-scene, the NTSB has overall jurisdiction for release of information during the investigation phase.
- b. The senior representative present for the aircraft involved. All questions concerning aircraft, passengers, crew, or technical matters concerning an aircraft emergency shall be referred to the aircraft owner involved.
- c. The senior military representative present for accidents involving military aircraft or material.
- d. The representative of the Department of Energy if radioactive materials are involved.
- e. The PIO, assisted by the Airport Director, in all other instances not involving the aforementioned organizations or in the absence of management representation in any emergency. Under no circumstances, unless authorized by proper authority, will any member of the airport staff give or inform any news media, either directly or indirectly, by any means whatsoever, any information on bomb threats, airline mishaps, or any similar mishaps, excepting his/her own personal participation, and only after the emergency response activities have been completed.
- f. Any incidents at the airport, which are likely to generate public interest or press coverage, shall be brought to the attention of the Airport Director/ Fire Chief or his acting representative as soon as possible. It shall be the responsibility of the Airport Director or his representative to escort news personnel to the scene in coordination with the senior investigating authority.

D. Airfield Sweep and Vehicular Control

1. **Airfield Sweep.** All AOA surfaces affected by the emergency or transited by responders will be checked for debris and fluids prior to permitting aircraft to resume use of those surfaces. Sweep as necessary.
2. **Vehicular Control.** After the emergency response has been completed, coordinate with the tower (when in operation) to return control of the affected movement area. Ensure all essential vehicles and personnel that will continue to transit the movement area are in direct radio contact with the aircraft traffic and/or ATCT (when in operation), under escort

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by a vehicle so equipped, or when radio communications are not operationally practical, through signs, signals, or guards.

E. Medical Care

1. Uninjured. The Airport Manager and emergency services personnel will assume responsibility for sequestering and relocating uninjured persons. The Airport vehicles or bus may be used.
2. Emotional Stress. Emotionally distressed persons should be placed in the care of a Stress Management Team and/or mental health professionals.
3. Few Patients/Minor Injuries. Ruidoso Emergency Management will summon transportation to evacuate the number of patients involved. Primary mode will be the Lincoln County EMS ambulances. Other modes may include any Ruidoso Police, Fire, and Lincoln County OES vehicle.
4. Mass Casualties or Requested By Incident Commander/Lincoln County EMS:
 - a. The senior Lincoln County EMS member on-scene will serve as the initial Medical Coordinator. The Medical Coordinator will remain with the Incident Commander or the Command Post, if established, and become a part of the unified incident Command Staff. In coordination with the Incident Commander, the Medical Coordinator will assume responsibility for all medical operations on scene to include triage, treatment, and transportation. A Medical Staging Officer may be necessary to manage an intermediate staging area in coordination with the Medical Coordinator. The Staging Officer will ensure resources on scene are sufficient to meet anticipated needs.
 - b. A Medical Liaison Officer may be designated to coordinate operations between the scene and regional hospitals to monitor ER capacity and availability of specialized care. The Medical Liaison Officer will coordinate with Transportation Officer to designate the treatment locations for evacuated patients.
 - c. The Triage Officer will oversee the tagging and prioritization of medical care based on severity of injuries. The Treatment Officer will be responsible for the treatment of casualties based on the color of the triage tag.
 - d. A Transportation Officer will control/monitor the movement of ambulances and helicopters (when the

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landing zone is near the scene). Coordinate with the Medical Liaison Officer, if available, to track patient movement. Transportation Officer may coordinate directly with hospitals for patient flow as necessary.

5. Emergency Medical Services. All emergencies at the Airport will receive initial response from ARFF. Ruidoso Fire Department will provide backup services. At the direction of the Incident Commander, the Office of Emergency Management will coordinate with the hospitals, ambulance services and other agencies. The agencies and hospitals listed below would be available to assist in an emergency response:

Lincoln County Medical Center
211 Sudderth Dr, Ruidoso, NM 88345
575-257-8200
(Not a Trauma Center)

Gerald Champion Regional Medical Center
2669 N. Scenic Dr., Alamogordo, NM 88310
575-439-6100
(Level III Trauma Center)

F. Post-Accident & Lessons-Learned

1. Consider the formation of a Situation Analysis Team consisting of representatives of appropriate organizations for the purpose of documenting actions and refining policy, checklists, and standard operating procedures. Depending on the nature and severity of the event, the following areas may be addressed.
 - a. Final damage assessment (written, pictorial, video).
 - b. Public information announcements.
 - c. Facilities repair.
 - d. ARFF and general supply inventory and restock.
 - e. Cost documentation (include overtime) and reimbursement actions.
 - f. Economic impact (e.g., lost business during closure).
 - g. Documentation of actions taken.
 - h. Critical Incident Stress debriefing.
 - i. Equipment use documentation.
 - j. Hazardous materials and overall cleanup process and costs.



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Aircraft Incidents and Accidents Check List

Aircraft Incidents and Accidents Check List	Yes	No	N/A
1. Airport Manager/ Fire Chief or designated representative			
a. ARFF Assume IC			
b. Confirm Ruidoso 911 Dispatch is notified for Alert 3 calls?			
c. Recall the airport staff?			
d. Close the airfield, as required; are NOTAMs prepared? (1) Insure aircraft and debris are removed, open airfield and remove NOTAMs?			
e. Ensure staff members control Staging Gate access? (1) Is staff member assisting the LEO controlling airport access at Holding Point in use?			
f. Establish Incident Command Post? (1) Notify appropriate regulatory and investigatory agencies (FAA, NTSB, TSA)? (2) Ensure mobile ICP is setup with clear access to/from the primary entry gate?			
g. Coordinate with local law enforcement agencies to protect evidence, crowd control, etc?			
h. Coordinate with PIO for media updates?			
b. Issue NOTAMs when required?			
c. Call in off duty personnel if after duty hours?			
d. Notify tenants involved if an emergency occurs after duty hours?			
e. Assist in initial setup of an entry control point to the AOA and assist RPD in identifying authorized personnel?			
f. Provide radio controlled escort when airfield opens back up?			
3. Village of Ruidoso Public Works			
a. Provide critical services like utility support as required?			
g. Arrange for barricades, cones/flags, tarps, drinking water, portable water and generator power as needed?			
h. Assist in the rapid removal of aircraft or debris? Ensure paved surfaces are clear of debris before permitting aircraft traffic?			
i. Repair damaged lighting or signage?			
4. SBRA ARFF Dept.			
a. Provide emergency response lead of all on scene activity? (1) All standby personnel holding or staging at the appropriate location?			
b. Take Incident Command from initial first responder?			
c. Extinguish fires; install safety measures at the scene?			
d. Remove passengers from aircraft?			

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e. Contact Coroner?			
f. Remove remains after they have been cleared by the Coroner, NTSB and other identification teams? (1) Find temporary morgue location for the deceased? (2) Transport deceased to temporary morgue using Fire Department personnel or Airport employees?			
g. Preserve all evidence (voice and data recorders, etc.)?			
h. Request RFD assistance when required?			
i. Has emergency medical personnel been called to the scene, if needed? (1) Request Central Dispatch to notify local hospitals to stand by for casualties?			
j. Provide staging officer as required?			
k. Provide an assistant IC when required?			
5. Ruidoso Police Department (RPD)			
a. In charge of all scene security and clearance of personnel into the incident area?			
b. Mobilize additional dispatcher and event recorder to the ICP?			
b. Prepare to close entrance roads to the airport to all non-essential traffic?			
c. Control non-emergency traffic at the appropriate Holding Points?			
d. Police Department Crime Scene Unit on scene?			
e. Is all media directed to SBRA Terminal Parking			
f. Is PIO aware of the situation and prepared to brief the public with assistance from the Airport Director, aircraft representatives and emergency rescue officials?			
h. Prepared for additional security support as required?			
6. Lincoln County Office of Emergency Services			
a. On scene to serve at liaison between the Incident Commander and the various emergency response agencies and jurisdictions on scene?			
b. Ensure American Red Cross has been notified?			
7. Airport Administration			
a. Emergency notification made?			
b. Are shift schedules complete?			
d. Provide budgeting, payment and other financial support?			
e. Host media, airline, friends and family of victims to the Terminal building?			
f. Escort emergency equipment to accident site if radio controlled access is not required?			
8. Control Tower (When in Operation)			
a. Initiate Call Out for appropriate alert?			

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b. Insure hot brake aircraft are sent to isolated area?			
c. Redirect ground or air traffic as necessary?			
e. Contact the Airport Director?			
10. Airport Manager			
a. Insure all personnel not involved in the emergency are clear of the airport and/or scene?			
b. Have all personnel directly involved in the emergency reported to the appropriate Staging Area for escort to the emergency site?			
c. Lock airside doors and vehicle gates to prevent unauthorized entry to the secure area?			
11. Airport Rescue and Fire Fighting (ARFF)			
a. Respond to appropriate Alert-1 (1) Stage to the airfield? (2) Relay information to RFD as required?			
b. Respond to Appropriate Alert-2 (1) Stage to the airfield? (2) Establish initial Incident Command?			
c. Respond to appropriate Alert-3 (1) Proceed immediately to the site to suppress fire and/or commence rescue? (2) Establish Incident Command?			
12. Lincoln County EMS			
a. Has Senior member on-scene serving as Medical Coordinator? (1) If required, establish Medical Liaison Officer? (2) If required, establish Triage Officer? (3) If required, establish Transportation Officer?			
b. Have casualties been tagged?			
c. Have casualties been stabilized?			
d. Have casualties been transported to designated hospitals?			

B. NATURAL DISASTER SOP

2. **General Guidance.** Historically, the airport is vulnerable to severe thunderstorms, snow and ice storms, tornadoes, floods and the occasional earthquake. Severe weather self-inspection guidance is in the Airport Certification Manual. Upon notification of impending severe weather approaching, the airport staff, tenant organizations, and aircraft owners and operators will take precautions to limit potential wind, hail, or water damage. Ice storms can cause serious damage to surrounding infrastructure like electricity and transportation routes. Damage from ice storms can last several days stretching into weeks in some cases. Floods have occurred in the past but have not caused major disruptions for the airport. The surrounding area has not dealt with an earthquake even though a fault line is known to be in the area. **NOTE:** An earthquake of substantial magnitude will also

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cause damage area wide. As a result, mutual aid may take some time to arrive at the airport.

- a. The National Weather Service (NWS) will place areas under a Tornado Watch when conditions are particularly favorable for tornadoes and severe storms. NWS will issue a Tornado Warning when a tornado has been visually spotted or picked up on radar. Television, radio, and NOAA tone alert radio are sources of information. During a Tornado Watch, information should be disseminated to airport employees, tenants, and transients providing guidance on the appropriate protective actions to take if a Tornado Warning is issued. Once a Tornado Warning is sounded, the typical protective action is to take shelter-in-place.
 - b. Thunderstorms have moved through the area with some regularity in the past. A tropical storm before hitting the area. Some of the winds associated with a tropical storm can top 70 mph. Be prepared for widespread power outages and excessive heavy rain for extended periods of time. Preparation is key to this type of event. We should have several days warning from the National Weather Service prior to the storm's arrival.
 - c. Earthquakes cannot be predicted and the uncertainty of when one will strike our area of the world is unknown. Earthquakes can strike at any time of the day or night and will not discriminate which house or road structure will be destroyed.
3. **Operations.** Preplanning is essential. Identify resources such as essential equipment, tools, vital records, stored computer data, etc. that may need to be moved to a safe location. Identify essential automation systems and determine Uninterruptible Power Supply (UPS) availability. Conducted backups and shut down all unnecessary Automatic Data Processing (ADP) equipment. Confirm standby main and portable generators are ready.

4. Organizational Responsibilities:

a. Airport Operations:

- i. Check radios and phone lines. Inspect FAA-owned, operated, and maintained facilities for damage and operability.
- ii. Restrict aircraft operations at the airport until the runway(s), taxiways, and ramps have been inspected by the airport staff. If requested, issue NOTAMs for the airport.
- iii. Activate the Airport Incident Command Post (ICP) as required and participate in the Incident Command structure.
- iv. Check the status of power lines, natural gas lines, fuel storage facilities, and fuel trucks (reactivate or cut-off, as needed). Provide safety.



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inspections and assist in airfield and facility restoration. Assist in the provision of required resources.

- v. Administration will provide procurement assistance, shift management and appropriate budgeting, payment and cost recovery authorization and services. Maintain a central listing of casualties; specifically, maintain the addresses to which remains or injured are relocated (funeral homes/morgues, hospitals, hotels, etc.).
- vi. Access to areas severely impacted by the earthquake or tornado should be restricted to emergency response personnel until the area can be inspected. Take actions to identify, remove, and dispose of rubble, wreckage, and other materials that block or hamper emergency response activities. Functions may include:
 - 1. Demolition and other actions to clear obstructed runways, taxiways, ramps, and obstructed roads. Repairing or temporarily reinforcing any damaged airport paved surfaces, including roads and bridges.
 - 2. Construction of emergency detours and access roads. Take actions to inspect airport facilities and determine whether they are safe to inhabit or to support the use by airport operations after an earthquake or tornado has occurred. Activities may include the inspection of those facilities which may be critical to emergency operations.
 - 3. Consider the formation of a Situation Analysis Team consisting of representatives from appropriate airport organizations, functional areas, and tenants.
 - 4. When safe to do so, ensure periodic damage assessments are conducted. Prepare an Incident Action Plan, to include long and short term considerations for:
 - a. Final damage assessment (written, pictorial, including video) and public information announcements. Documentation of actions taken; include copies of NOTAMs, airfield inspections and security inspections.
 - b. Facility repair, supply inventory, restoration and overall cleanup activities.
 - c. Cost documentation including equipment wear and personnel use (overtime) as well as economic impact (loss of air commerce).
 - d. Stress Debriefing requirements, if necessary.
 - e. Critique of the overall operation and apply lessons learned to planning and training programs.

b. Aircraft Rescue and Fire Fighting:

- i. Conducted fire suppression and rescue operations; assisted in providing emergency medical assistance, as needed. Report loss of apparatus and radios, Test telephones, and 800 MHz radios.
- ii. Check fuel farm, delivery trucks, and aircraft for petroleum leaks and other potential hazardous materials problems.

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- iii. Determine the status of gas, electricity, water, and sanitation.
- iv. In case of flood, move equipment to higher ground if able.
- v. Assist in support operations, including search, inspections, personnel accountability, and protective action implementation. To the degree communications systems will permit and coordinate activities with RFD. Participate in Incident Command operations, as required.
- vi. Recall personnel and adjust shifts accordingly; consider need to go 24/7 to support aero-medical missions and critical air services staging from the airfield.

c. Ruidoso Police Dept.

- i. Assist in support operations, including search, inspections, personnel accountability, and protective action implementation.
- ii. Review personnel requirements and adjust shifts as necessary. Coordinate activities with other emergency services to the degree that communications systems permit.

Natural Disaster Checklist



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Natural Disasters	Yes	No	N/A
1. Airways Facilities			
a. Notify Airport and ARFF personnel of approaching tornado?			
c. Evacuate the tower?			
d. Evacuate tower immediately after earthquake?			
e. Check radios and phone lines?			
f. Inspect FAA owned, operated, and maintained facilities for damage and operability?			
g. Restrict airport operations until runway(s), taxiways, and ramps have been inspected by the airport staff?			
h. Issue appropriate NOTAMs?			
2. Aircraft Rescue and Fire Fighting			
a. Conduct fire suppression and rescue operations as needed?			
b. Report loss of apparatus and radios?			
c. Test telephones and 800 MHz radios?			
d. Check fuel farm, delivery trucks, and aircraft for fuel leaks?			
e. Determine status of gas, electricity, water, and sanitation?			
f. Assist in support operations?			
g. Coordinate activities with RFD?			
h. Participate in Incident Command operations?			
i. Recall personnel and adjust shifts to support aero medical missions?			
3. Ruidoso Police Dept.			
a. Provide continued law enforcement and security services?			
b. Test radios if not in the presence of explosive substances?			
c. Determine integrity of terminal building?			
d. Check status of gas, water, electricity, water and sanitation?			
e. Assist in support operations?			
f. Review personnel requirements and adjust shifts as necessary?			
g. Coordinate activities with other emergency services?			
4. Airport Staff			
a. Coordinate activities with tower?			
c. Act as tornado spotters as directed?			
e. Conduct airfield inspection as needed?			
f. Activate Airport EOC as required?			
g. Participate in Incident Command Structure?			
g. Issue appropriate NOTAMs?			
h. Assist in support operations?			

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i. Coordinate with tenants and the American Red Cross to assist in emergency air services?			
j. Has Maintenance checked the status of power lines, natural gas lines, fuel storage, etc?			
k. Has Maintenance checked to see if power should be reactivated or cut as needed?			
l. Provide safety inspections and assist in airfield and facility restoration?			
m. Assist in the provision of required resources?			
n. Provide procurement assistance, budgeting, payment, cost recovery authorization and services?			
o. Maintain a central listing of casualties?			
p. Take action to remove rubble or other debris that could hamper emergency response activities.			
q. Consider forming a Situation Analysis Team?			
r. Prepare an Incident Action Plan?			



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C. TERRORISM AND BOMB THREATS SOP

1. Policy

- a. Although a threat caller may only intend to create an atmosphere of anxiety and panic that will serve to disrupt the normal activities of the organizations involved, no report or rumor, however vague, can be ignored. Any information received from whatever source pertaining to a possible bomb in or threat to the Terminal Building, surrounding area, or aboard an aircraft must be thoroughly investigated.
- b. Release of information should be limited. It is very important that information passed to the media is correct and factual to insure accurate reporting that will not encourage additional threat calls.
- c. If a tenant employee or a member of the airport staff receives a bomb threat via telephone, the employee should use the Threat Checklist. The call information should be recorded in writing immediately, and the call should be traced, if possible.

2. General Operations

- a. The airport shall keep functioning as normal as possible when a threat is given. Make sure to evacuate personnel and relocate equipment and aircraft as best as possible. Give airport employees the Alert code when speaking of the incident and its type as to not alert non-essential persons of the situation, possibly causing panic and/or false information to be released.

3. Alert 4: Threats to Specific Aircraft of Crew Member

- a. Jurisdictional Response.

Ruidoso Dispatch	575-257-7365
FBI, Roswell	575-622-6001/575-224-2000
ARFF	575-336-8111
Airport Manager	575-973-5737
NM State Police	575-258-0067
NM State EOC	505-476-9635
FAA 24 Hr. Response	817-222-5006

- b. Airport Staff/ARFF. Cordon off and evacuate threat area. Assist Law Enforcement.
- c. Aircraft Rescue and Fire Fighting (ARFF). Stand by ready to respond. Assist as needed.
- d. Aircraft Owner/Operator. Assist Law Enforcement and airport as needed.



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5. Alert 5: Threats to Specific Airport Facility or Employee

- Airport Staff/ARFF. Cordon off and evacuate the threat area. Assist Law Enforcement.
- Aircraft Rescue and Fire Fighting (ARFF). Stand by ready to respond. Assist as needed.
- Aircraft Owner/Operator. Assist Law Enforcement and airport as needed.

6. Alert 6: Air Piracy, Hijacking, Sabotage, or Hostage Situation

- Jurisdiction. Law Enforcement hierarchy until the FBI arrives.
- General Guidance. Isolate the Aircraft In a designated Isolation Area. Assist Law Enforcement.
- Airport Tenants. Evacuate affected areas, and cooperate with Law Enforcement.

Checklist for Terrorism and Bomb Threats

Terrorism and Bomb Threats to Aircraft	Yes	No	N/A
1. New Mexico State Police Department: Follow Department Procedures			
2. Airport Staff/ARFF: Evacuate and secure location. Assist Law Enforcement Officer (LEO) as needed.			
3. Air Traffic Control Tower: Follow FAA protocol			
4. Aircraft Rescue and Fire Fighting (ARFF): Stand by, and assist as needed			
5. Aircraft Owner/Operator: Assist LEO and Airport as necessary			

Terrorism and Bomb Threats to Buildings			
1. Airport Tenants: Remain clear of airport, assist only when asked.			



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D. STRUCTURAL FIRES SOP

1. **Alert 7:** For purposes of this section, structural fires are those occurring at or in the airport's buildings such as the control tower, administration building, power vault, terminal, hangars, refueling vehicles, fuel farm, maintenance barn, and ARFF station.
 - a. **Reporting.** Standard—anyone witnessing fire or smoke call 911.
 - b. A risk assessment identified the fuel farm, fuel barn, maintenance garage, power vault, and the terminal as vulnerable to a structural fire. The terminal is subject to utility fires due to the age of the building. The other facilities contain fuel/oil, solvents, gases, and ignition sources such as welding and infrared gas heaters.
 - c. The airside facilities have markings on their exteriors. These markings are known to the Ruidoso Fire and Police Departments and should be maintained and referred to during an emergency response. The Airport Grid/Gate map (Figure 2) may also be used in directing a response to any airport location.
 - d. RFD/ARFF. There is limited on-airport structural fire support, and the ARFF Department has a small, limited amount of personnel specifically trained to fight structural fires. ARFF may provide initial evacuation and suppression to save lives.
 - i. RFD is normally capable of responding within 20 minutes of a call. An ARFF decision to assist with suppression and evacuation is a judgment call that the ARFF must make taking into account protection of lives, air carrier arrival and departure times, and time required to recharge the crash vehicle or ready the alternate crash vehicle. ARFF must not degrade its ability to respond to an aircraft emergency unless it is essential to save life.
2. **Operations.**
 - a. The Lincoln County Office of Emergency Services, the Village of Ruidoso, and the New Mexico State Police Department have mutual aid agreements to assist the Airport, RFD, and RPD.
 - b. Responsibilities Before a Fire.
 - i. The Airport and all tenants with responsibility for a facility shall make monthly inspections for fire safety; inspection of its fire extinguishers/signage (yearly inspection to be conducted by an Extinguisher Technician); confirm operation of emergency lighting, exit lights/signage, alarms and fire alarm pull boxes, siren, escape doors/crash bars, and adequacy of escape diagrams and signage; readiness of smoke alarms.



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- ii. The airport staff will participate in extinguisher familiarization training annually. A tabletop fire drill will be conducted in conjunction with the yearly AEP review.
- iii. RFD has overall responsibility for coordinating revisions to this Structural Fire Section, maintaining its currency, and ensuring that Checklists are developed and maintained.

c. Responsibilities during a Fire.

i. Airport Operations

1. Provide necessary air and ground traffic control for emergency response activities. Anticipate emergency vehicle entry from the ARFF Station or staging points to the movement area. Initiate a ground stop and divert airborne aircraft. Issue appropriate NOTAMs.
2. If the terminal is involved, ensure hearing-impaired are evacuated. The nearest suitable emergency exit may lead to the Air Operations Area (AOA). Consideration must be given to related safety and security issues.
3. Recall airport staff. Move aircraft and fuel trucks as necessary. Determine the need to suspend or curtail day-to-day functions and services to focus on emergency response tasks. Notify appropriate agencies.
4. Implement protective actions for the public and employees, when necessary. Coordinate response activities with airport tenants and local emergency services, as needed.
5. Interface with the media, as conditions warrant. Provide news releases relative to the airport's operational capability.
6. Assist/provide critical services, including utility activation or cut-off, as needed. Conduct safety inspections, as needed and assist in barricading and facility restoration. Ensure emergency vehicle access.

ii. Fire Department (RFD):

1. Provide Incident Command at fires involving airport structures.
2. Determine when additional response organizations should be placed standby or dispatched to the scene.
3. Determine the need to evacuate or perform other public protective actions for the occupants of any facility threatened by the fire. Remove trapped and injured person from burning/collapsed structures.
4. ARFF will apply foam to any fire involving fuel, if requested by the Incident Commander.



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iii. Police Department (RPD):

1. Provide crowd and traffic control, as needed. Control access to the involved facility and surrounding area until it has been inspected and determined to be safe and/or will not impede emergency response operations. Only personnel directly involved in emergency response operations and subsequent investigations should be allowed to enter.
2. Provide continued law enforcement and security services on the airport, as needed.

iv. Emergency Medical Services (LCEMS):

1. Provide emergency medical services, as needed. Assist in transporting the seriously injured to medical facilities.

d. Responsibilities After a Fire

- i. Airport Manager/ Fire Chief/Administration. The recovery effort will be dependent upon the severity of the fire, the amount of damage, facilities/equipment/systems impacted, and the availability of resources. Recovery efforts should involve:
 1. Issue press releases; revisit NOTAMs. Identify, remove, and dispose of rubble, wreckage, and other material. Cut-off/restore electrical power, natural gas, and water as necessary.
 2. Conducting surveys to determine the scope of damage. Host a critique session with representatives from appropriate airport organizations, functional areas, tenants, etc., which assess or apply:
 - a. Lessons-learned to procedures, plans, checklists, and training. Document damage assessment and cost.
 - b. Condition/adequacy of equipment.

Checklist for Structural Fires



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Airport Structural Fires	Yes	No	N/A
1. Airport Operations			
a. Inform ARFF?			
b. Redirect Air and Ground traffic as necessary? (1) Initiate ground stop and divert airborne aircraft if fire is on movement area? (2) Issue NOTAM as required?			
c. Have FBO remove fuel trucks at risk?			
d. Call the Airport Director/Fire Chief, or Designee?			
e. If tower cab fire, notify Center of evacuation? (1) Request VHF equipped vehicle? (2) Issue NOTAM that Tower is closed?			
3. Airport Manager/Administration			
a. Ensure hearing-impaired are evacuated if fire is located in the terminal?			
b. Recall airport staff?			
c. Implement protective actions for the public and employees?			
d. Provide critical services, including utility activation or cut-off?			
e. Ensure emergency vehicle access?			
5. Fire Departments (ARFF/RFD)			
a. Provide Incident Command?			
b. Does the public need to be evacuated?			
c. Should additional response organizations be called?			
e. Checked for trapped or injured persons?			
6. Ruidoso Police Department (RPD)			
a. Provide crowd and traffic control?			
b. Control access to the involved facility?			
c. Provide continued law enforcement and security services on the airport?			
7. Emergency Medical Services			
a. Provide emergency medical services?			
b. Assist in transporting the injured to local medical facilities?			
8. Airport Tenants			
a. Provide assistance or in accordance with local established agreements?			



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E. FUEL STORAGE FIRES SOP

1. **General Guidance.** For purposes of this section, fuel storage fires are those occurring at the airport's fuel farm, fuel barn, or mobile fueler. Fuel fires at these locations will be managed by the RFD with mutual assistance from other emergency services. ARFF may provide advisory assistance; see specific guidance below. Anyone witnessing fire or smoke call 911.
2. Responsibilities:
 - i. **ARFF/RFD.**

The ARFF is specifically trained to fight fuel storage fires. ARFF may advise the RFD concerning the fuel type/volume, shut-off locations, storm drain outflow, and environmental vulnerabilities. ARFF may provide initial evacuation and suppression in order to save life.

 1. If the airfield has not been closed, ARFF must not degrade its ability to respond to an aircraft emergency unless it is essential to save life. ARFF may apply foam to any fire involving fuel if requested by the Incident Commander or if it is essential to save life. In the event, ARFF expends its agents, the air carriers must be notified as soon as possible and/or the airfield closes.
 2. RFD is normally capable of response within 20 minutes of a call. An ARFF decision to assist with suppression and evacuation is a judgment that the ARFF must make, taking into account the protection of lives, air carrier arrival and departure times, and the time required to recharge the apparatus or ready the alternate vehicle.
 3. RFD will provide Incident Command; determine when additional response organizations should be placed on standby or dispatched to the scene. Determine need to evacuate, or perform other public protective actions.
 - ii. **Airport Manager:**
 1. Recall airport staff. Move aircraft and fuel trucks as necessary. Determine the need to suspend or curtail day-to-day functions and services to focus on emergency response tasks. Notify appropriate agencies.
 2. Implement protective actions for the public and employees, when necessary. Coordinate response activities with airport tenants and local emergency services, as needed.
 3. Interface with the media, as conditions warrant. Provide news releases relative to the airport's operational capability.
 - iii. **Public Works:**
 1. Assist/provide critical services, including utility activation or cut-off, as needed. Conduct safety inspections, as needed and assist in barricading and facility restoration. Ensure emergency vehicle access.



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iv. Police Department (RPD):

1. Provide crowd and traffic control, as needed. Control access to the involved facility and surrounding area until it has been inspected and determined to be safe and/or will not impede emergency response operations. Only personnel directly involved in emergency response operations and subsequent investigations should be allowed to enter.
2. Provide continued law enforcement and security services on the airport.

v. Lincoln County Emergency Medical Services.

1. Provide emergency medical services, as needed. Assist in transporting the seriously injured to medical facilities.

3. Responsibilities After a Fire:

- i. Airport Manager/ Fire Chief /Administration. The recovery effort will depend upon the fire's severity the amount of damage, facilities/equipment/systems impacted, and the availability of resources. Recovery efforts should involve:
 1. Issue press releases; revisit NOTAMs. Identify, remove, and dispose of rubble, wreckage, and other material. Cut-off/restore electrical power, natural gas, and water, as necessary.
 2. Conducting surveys to determine the scope of damage. Host a critique session with representatives from appropriate airport organization, functional areas, tenants, etc., which assess or apply:
 - a. Lessons-learned to procedures, plans, checklists, and training. Document damage assessment and cost.
 - b. Condition/adequacy of equipment.

Checklist for Fuel Storage Fires



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Airport Fuel Storage Fires	Yes	No	N/A
1. Airport Operations			
a. Inform ARFF?			
b. Redirect Air and Ground traffic as necessary? (1) Initiate ground stop and divert airborne aircraft if fire is on movement area? (2) Issue NOTAM as required?			
c. Have airport remove fuel trucks and aircraft at risk?			
d. Call the Airport Director/ Fire Chief and coordinate ground stop?			
e. In tower cab threatened by fire, notify Center of evacuation? (1) Request VHF equipped vehicle? (2) Issue NOTAM that Tower is closed? (3) Establish temporary control center?			
3. Airport Manager			
a. Recall airport staff?			
b. Ensure aircraft and fuel trucks are moved as necessary?			
c. Implement protective actions for the public and employees?			
d. Provide news releases?			
4. Public Works			
a. Provide critical services, including utility activation or cut-off?			
b. Ensure emergency vehicle access?			
5. Fire Departments (ARFF/RFD)			
a. ARFF provide initial Incident Command?			
b. Does the public need to be evacuated?			
c. Should additional response organizations be called?			
d. Check environmental vulnerabilities?			
f. Ensure ARFF status if airport remains open? (1) If response needed to save lives, has air carriers been notified of decreased ARFF status?			
g. RFD provide Incident Command?			
6. Ruidoso Police Department (RPD)			
a. Provide crowd and traffic control?			
b. Control access to the involved facility?			
c. Provide continued law enforcement and security services on the airport?			
7. Lincoln County Emergency Medical Services			
a. Provide emergency medical services?			
b. Assist in transporting the injured to local medical facilities?			
8. Airport Tenants			
a. Provide assistance or in accordance with local established agreements?			



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F. HAZARDOUS MATERIALS (HAZMAT) INCIDENTS SOP

1. **General Guidance.** The Ruidoso Fire Department (RFD) has overall responsibility for responding and containing a HAZMAT incident. RFD direction will take precedence over the guidance in this section. A hazardous material spill or release can pose a risk to life, health, or property. An incident can result in the evacuation of a few people or the entire airport.
2. **Regulations.** There are several regulations and standards that address emergency response to hazardous materials emergencies:
 - a. 29 CFR part 1910, Hazardous Waste Operations and Emergency Response (OSHA 1910.120 – HAZWOPER). This rule regulates the safety and health of employees involved in, among other things, any emergency response to incidents involving hazardous substances. These standards apply to all private employees, and to all Federal employees through Executive Order No. 12196 - Occupational Safety and Health Programs for Federal Employees.
 - b. 40 CFR part 311, Worker Protection. This rule applies the same substantive provisions of OSHA 1910.120 to state and local employees in States that do not have a Plan approved under the OSH Act. Further, EPA has defined the term “employee” of state and local governments to include both compensated and non-compensated workers.
 - c. State Regulations. Many states have promulgated their own regulations and standards that meet or exceed those of OSHA.
3. **Definition.** Hazardous Materials are defined as any substance or material that, when involved in an accident and released in sufficient quantities, poses a risk to people’s health, safety, and/or property. These substances and materials include explosives, radioactive materials, flammable liquids or solids, combustible liquids or solids, poisons, oxidizers, toxins, and corrosive materials. Detailed definitions, as well as lists of hazardous materials, can be obtained from the Environmental Protection Agency (EPA) and the Occupational Health and Safety Administration (OSHA).
 - a. **NOTE:** For the purposes of this document, the term hazardous material includes those substances defined as “dangerous goods” as presented in related International Civil Aviation Organization (ICAO) documents, including Technical Instructions, and the International Air Transport Association Dangerous Goods Regulations. Planning consideration should also be given to weapons of mass destruction, such as nuclear devices, poisonous gases, bacteriological weapons, etc.
4. **Airport Risk Area.** The primary areas at risk for hazardous materials transportation incidents lie along Highway 220 and the airside. Many types of hazardous materials can be shipped by air. These include explosives, compressed or liquefied gases (which may be flammable or toxic), flammable liquids or solids, oxidizers, poisonous substances, infectious substances,

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radioactive material, or corrosives. Packages containing hazardous goods can be found in the terminal area, on aircraft loading ramps, in aircraft cargo compartments, etc.

5. **Training.** In coordination with RFD, Ruidoso Office of Emergency Management, Lincoln County OES, airport personnel and the Airport Manager will be trained to the "HAZMAT First Responder Level." For the purposes of emergency response, each aircraft accident should be considered a potential hazardous materials incident. Response activities should be in accordance with established hazardous materials standards.
6. **Emergency Preparedness Organizations.** The Sierra Blanca Regional Airport works closely with the Ruidoso Office of Emergency Management, Lincoln County Office of Emergency Services during the development of the Airport's Emergency Plan and will continue to be an important member of the plan's annual review team.
7. **Organizational Responsibilities:**
 - a. **Aircraft Rescue and Fire Fighting.** Respond to fuel spills and other hazardous materials incidents in accordance with established policies and level of training. Determine need for, and request as needed, local Hazardous Materials Response Team.
 - b. **Ruidoso Police Department.** Assist with scene security as requested by the Incident Commander. Provide for overall traffic control, including coordination with mutual aid law enforcement agencies. Assist with and provide crowd control, as needed.
 - c. **Lincoln County Emergency Medical Services.** Provide on-scene emergency medical services in accordance with established plans and procedures. Collect, triage, and treat casualties. Transport to, and coordinate with, appropriate medical care facilities. Provide for the deceased.
 - d. **Airport Tenants.** For aviation accidents, information sources include placard, container labels, cargo manifest, and shipping papers. Check these items against the North American Emergency Response Guidebook; shipping papers should also include an emergency contact number. If the above information is not visible or available, an interview with the flight crew could provide the information needed.
 - e. **Airport Staff.** Participate in response and recovery operations as training levels permit; coordinate with control tower. Make required notifications, including NOTAMs and airfield inspections, as needed. If hazard is or can become airborne, track/report wind direction and speed to appropriate personnel.
 - f. **Public Works.** Assist with critical services, including utility support (activation/cut-off), as needed. Implement protective actions (e.g. shutting off air circulation systems for affected facilities).



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8. Reporting/Assistance.

- a. For chemical materials, contact the Chemical Manufacturer's Association's Chemical Transportation Emergency Center (CHEMTREC) with initial request for assistance.
- b. If radioactive materials are involved, notification is typically made to the State Department of Public Health or Department of the Environment so that detection and monitoring can take place. For incidents involving nuclear materials, notification should be made to Barksdale Air Force Base and through Central Dispatch (911).
- c. If infectious (etiological) agents are involved, contact New Mexico Public Health. Local health officials have the responsibility for notifying the Emergency Response Coordinator for the Center for Disease Control.

9. Emergency Public Information. The flow of accurate and timely emergency information is critical to the protection of lives and property immediately following a hazardous materials incident.

- a. **Evacuation.** The only difference in hazardous materials evacuation planning from other emergencies is that initial movement should be coordinated. These decisions are made by the IC based upon conditions for the specific incident.
- b. **In-place Sheltering.** Evacuation may not always be advisable. In-place sheltering may be the preferred option. For some chemical hazards, using wet towels and shutting off air systems may suffice; sometimes radiological, chemical mist/vapor and biological airborne releases may move more quickly than the evacuation can be effected. If the hazardous materials accident results from another hazard event (such as a tornado, flood, etc.), any protective action decision will have to factor in related additional concerns.

Checklist for Hazardous Materials (HAZMAT) Incidents



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Hazardous Materials Incidents	Yes	No	N/A
1. Control Tower (when in operation)			
a. Provide information and direction to aircraft?			
b. Provide air and ground traffic support for emergency response?			
2. Aircraft Rescue and Fire Fighting			
a. Respond to fuel spills and other hazardous materials incident?			
b. Determine need and request Hazardous Material Response Team?			
3. Ruidoso Police Department			
a. Assist with scene security?			
b. Assist with AOA escort services?			
4. Lincoln County Emergency Medical Services			
a. Provide on-scene emergency medical services? (1) Collect, triage, and treat casualties? (2) Transport to and coordinate with, appropriate medical care facilities? (3) Provide for the deceased?			
5. Airport Staff			
a. Participate in response and recovery operations?			
b. Make required notifications (NOTAMs, airfield inspections, etc.)?			
c. If hazard is airborne track/report wind direction?			
6. Public Works			
a. Assist with critical services?			
b. Implement protective actions against airborne hazards? (1) Contain hazardous material? (2) Ensure evacuation direction is away from airborne hazard? (3) Ensure response personnel are wearing protective gear? (4) Remove unnecessary personnel from site?			
7. Airport Tenants/Aircraft Owners			
a. Provide type of hazardous cargo information to Incident Commander if aircraft related?			
8. Incident Commander/Airport Director/ Fire Chief			
a. Make appropriate notification per type of hazard?			
b. Ensure public information is timely and accurate?			
c. Is in place sheltering considered?			

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G. AIRFIELD POWER FAILURE SOP

WARNING: The Power Vault houses equipment which carries up to 5kV, 30kW. Breakers alone cannot be relied upon to protect against a potentially fatal shock. In the event of circuit/equipment malfunction, troubleshooting will not proceed without consulting with the Airport Director. Work will only be conducted under the supervision (on-site) of a licensed electrician certified for high voltage.

1. **Background.** Otero County Electric Coop, Inc. (OCEC) provides primary commercial service power. Backup power is provided by an emergency generator (125kW, 240V) located on the Northside of the ARFF building, East side of the Airport Terminal, and the East side of the Water Pump House.
2. **Operations.** The backup generator needs to be started manually and switched over when a loss of commercial power is detected. There is sufficient diesel fuel (tank located below the generator) to operate the generator for 36 hours without refueling.
 - a. Notify ARFF of generator operation (on-line or test-run).
 - b. When on generator power, the equipment must be monitored for normal operation. If the generator must be shut down for servicing, coordinate with the Airport Management. When running, the noise levels in the immediate area will make communications difficult.
 - c. When commercial power is restored, notify ARFF of generator shut down. Confirm switches are reset and service batteries, oil, coolant, and fuel.
 - d. The generator will be test-run monthly IAW the Airfield Self-Inspection Program. The condition and quantity of the diesel fuel will be checked weekly.
 - e. The diesel engine, generator, and switching controls will be maintained IAW the manufacturer's instructions.
3. **Power Vault.** The vault must be kept clear of debris and unrelated material. Flammables may introduce vapors which could be ignited by normal electrical switching. The vault must be kept under surveillance when open.

Checklist for Airfield Power Failure

Airfield Power Failure	Yes	No	N/A
1. Airport Employees			
a. Ensure backup generator started?			
b. Notify ARFF of generator operation?			
c. Coordinate with Tower?			
d. Monitor generator for normal operations?			
e. Contact Tower if generator must be shut down for servicing?			

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H. CIVIL DISTURBANCE/ CROWD CONTROL SOP

1. **General Guidance.** Crowds of people may assemble at the airport for many reasons, including civil unrest, peaceful assembly, or the result of an accident or natural disaster. Regardless, a crowd could inadvertently or deliberately disrupt airport operations. The Ruidoso Police Department will be summoned to control the situation utilizing whatever means deemed appropriate. Airport ARFF personnel and equipment, as well as units from the Ruidoso Fire Department, may be requested to stand by. Aircraft will be relocated, if necessary.
2. **Operations.** The intent and mental state of the crowd may vary considerably. The arrival or departure of popular public figures or controversial persons may draw groups that either easily controlled or prone to disorderly conduct. The Airport must be kept apprised of situations which could generate a crowd control situation. Conversely, the Airport must notify appropriate agencies immediately when a person or event may trigger a public gathering. Bear in mind, a disturbance may be a diversion staged for other purposes.
3. **Organizational Responsibilities:**
 - a. **Airport Manager/Staff.** If appropriate, brief aircrews and other tenants on the actions to be taken to insure both the safety of the public and continued operation of the airport.
 - i. **Vulnerable areas:**
 1. All security gates should be confirmed closed and locked. Consider deactivating gate motors or remote openers. A security person with radio communications should be stationed at access gates and other critical points for control and/or surveillance.
 2. Fuel farms. If an assembly is anticipated to be hostile, the fuel farm should be monitored until the period of expected activity has passes.
 3. Areas between the parking lot and terminal. Consider establishing a manned barrier (crash vehicle) at the parking entry.
 4. Approach/departure ends of active runway.
 - b. **Aircraft Rescue and Fire Fighting (ARFF).** Coordinate with RFD; watch law enforcement problems closely for possible development into fire problems; the time interval between law enforcement and fire problems may be a matter of an hour or days.
 - c. **Police/RPD.** Assume primary responsibility for crowd control actions. Coordinate with mutual aid organizations, as necessary. Airport perimeter patrolling should be increased.

Checklist for Civil Disturbance / Crowd Control

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Civil Disturbance & Crowd Control	Yes	No	N/A
1. Airport Operations			
a. Provide necessary air and ground traffic control?			
b. Provide relevant information to Airport Director/ Fire Chief?			
2. Airport Manager/Staff			
a. Brief aircrews and tenants on situation?			
b. Ensure vulnerable areas of the airport are secure?			
3. Aircraft Rescue and Fire Fighting (ARFF)			
a. Coordinate with RFD			
b. Keep watch on fire potential with disturbance?			
4. Police/RPD			
a. Assume responsibility for crowd control?			
b. Increase perimeter patrol?			



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I. SABOTAGE, HIJACK & UNLAWFUL INTERFERENCE WITH AIRCRAFT OPERATIONS SOP

1. **Operations.** As incidents of hijacking, sabotage and other unlawful interference involve many different organizations and as each situation will be unique, the airport will participate in the planning sessions of all potential players to define roles and responsibilities.
2. **Organizational Responsibilities.** This section describes organizational responsibilities in response to sabotage or hijack incident, or other unlawful interference with air carrier operations.
 - a. **Aircraft Rescue and Fire Fighting (ARFF).** Coordinate with RFD; watch law enforcement problems closely for possible development into fire problems; the time interval between law enforcement and fire problems may be a matter of an hour or days.
 - b. **Law Enforcement.** Follow department EOP guidelines.
 - c. **Aircraft Affected.** Follow corporate EOP, FAA, and FBI guidelines.
 - d. **Airport Manager.** If appropriate, brief aircrews and other tenants on the actions to be taken to insure both the safety of the public and continued operation of the airport.
3. **Administration and Logistics.** The Airport Director will coordinate revisions to the AEP pertaining to this section with the air carriers, RPD, RFD, FBI, FAA, and TSA. Relevant material will be included in the Incident Command SOP.
4. **Recovery.** Issue or rescind NOTAM; inspect airfield and sweep surfaces as necessary. Conduct an after action assessment; consolidate written, pictorial, and video records. Inventory and repair property; report losses to insurers. Document cost and pursue state and federal assistance if available/appropriate.

Checklist for Sabotage, Hijack & Unlawful Interference with Aircraft Operations

Sabotage, Hijack & Unlawful Interference with Aircraft	Yes	No	N/A
1. Airport Operations			
a. Provide necessary air and ground traffic control?			
b. Provide relevant information to Airport Director?			
2. Airport Manager			
a. Brief aircrews and tenants on situation?			
b. Ensure vulnerable areas of the airport are secure?			
3. Aircraft Rescue and Fire Fighting (ARFF)			
a. Coordinate with RFD			
b. Keep watch on fire potential with disturbance?			
4. Police/RPD			
a. Assume responsibility for crowd control?			
b. Increase perimeter patrol?			

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J. REMOVAL OF BISABLED AIRCRAFT SOP

1. Establishment of Responsibilities

- a. The purpose of this chapter is to establish the responsibilities and procedures necessary for the removal of disabled aircraft from the operating surfaces of Sierra Blanca Regional Airport. Aircraft can become immobilized for a variety of reasons, ranging from mechanical failures to major aircraft accidents, but this chapter will deal only with aircraft that have been involved in accidents or incidents as defined by 49 CFR Part 830 and which come under the investigative authority of the National Transportation Safety Board (NTSB).

2. Rules

- a. In accordance with 49 CFR, Part 830.10, "Preservation of Aircraft Wreckage, Mail, Cargo and Records", the following rules apply.
 - i. The operator of an aircraft involved in an accident or incident for which notification must be given is responsible for preserving to the extent possible any aircraft wreckage, cargo, and mail aboard the aircraft, and all records, including all recording mediums of flight, maintenance, and voice recorders, pertaining to the operation and maintenance of the aircraft and to the airmen until the NTSB takes custody thereof or a release is granted.
 - ii. Prior to the time the owner or its authorized representative takes custody of aircraft wreckage, mail or cargo, such wreckage, mail or cargo may not be disturbed or moved except to the extent necessary to:
 1. Remove persons injured or trapped.
 2. Protect the wreckage from further damage.
 3. Protect the public from injury.
 - iii. Where it is necessary to move aircraft wreckage, mail or cargo, sketches, descriptive notes, and photographs shall be made, if possible, of the original position and condition of the wreckage and any significant impact marks
 - iv. The operator of an aircraft involved in an accident or incident shall retain all records, reports, internal documents, and memoranda dealing with the accident or incident, until authorized by the owner to the contrary.

3. Sierra Blanca Regional Airport Responsibilities

- a. SBRA will ensure that the preceding preservation rules are complied with until the owner/operator or a designated representative arrives on-site to take custody of the aircraft wreckage, mail, and cargo.

Following fire and
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rescue operations, the Incident Command Post (ICP) will take the following actions.

- i. Determine any obstructions to established clearance criteria contained in 14 CFR, Parts 77 and 121, direct marking and lighting of the disabled aircraft and closed sections of the airport as required for safe aircraft operations.
- ii. Issue appropriate NOTAMs.
- iii. Convene a meeting with aircraft owner, NTSB investigator, fueling personnel, and contract personnel to develop an aircraft recovery/removal plan.
- iv. Establish an on-site recovery Command Post.
- v. Maintain a chronological log of the aircraft recovery efforts.
- vi. Ensure security of the accident site and consult with the NTSB to determine if a wreckage survey should be initiated and the mishap scene sketched and documented.
- vii. Maintain the Check-In and Convoy Assembly point and provide escorts for recovery operations personnel and vehicles.

4. General Aviation Responsibilities

- a. The aircraft owner will designate one person who has the authority to make all technical and financial decisions necessary for prompt removal and recovery of the aircraft. This includes the authority to lease heavy equipment, purchase supplies, hire local contractors, or take any other necessary actions.
- b. The designated representative will coordinate all aircraft recovery/removal actions with Airport Management.
- c. All costs associated with the recovery and prompt removal of the aircraft, including contractor charges, service company equipment charges, Airport property damages, etc., are the responsibility of the aircraft owner.
- d. If the aircraft owner cannot remove the aircraft, or is negligent in doing so, the Sierra Blanca Regional Airport shall have the authority to act on the owner's behalf and shall not be held liable for any secondary damage or loss of equipment, etc., during aircraft removal.
- e. If necessary, the aircraft owner will be required to secure a location to store the aircraft wreckage until it is released by the NTSB for salvage or repair, in instances where the aircraft is not totally destroyed.



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5. Aircraft Recovery Plan

- a. A comprehensive aircraft recovery plan must be developed early in the aircraft accident investigative process. All agencies should be prepared to commence aircraft/wreckage removal as soon as the NTSB grants a release. Conceivably, the release could be granted piecemeal, i.e., a release of only certain components, or one release for the entire aircraft.
- b. Early preparation will result in an orderly aircraft removal process and will facilitate a quicker reopening of closed portions of the airfield. Key points to be considered in the formulation of a recovery plan are:
 - i. Documentation of the aircraft recovery/removal process.
 - ii. Chain of custody requirements for the aircraft/wreckage, if any.
 - iii. Known or suspected hazardous materials (HAZMAT) at the accident site and the estimated impact on aircraft removal.
 - iv. The number and skill types of personnel necessary to accomplish the aircraft recovery, and the source of these personnel.
 - v. Communication and coordination requirements needed during aircraft removal.
 - vi. The need for and source of escort personnel for removal operations.
 - vii. Finding a secure location to house aircraft wreckage.
 - viii. Security requirements for both the accident site and the selected storage location for the aircraft/wreckage.
 - ix. The need for aircraft defueling.
 - x. Weather conditions.
 - xi. The best or desired time of day to accomplish the aircraft removal.
 - xii. Lighting requirements for night operations, if necessary.
 - xiii. The requirement for earth moving equipment.
 - xiv. The requirements for shoring and bracing materials.
 - xv. The availability of heavy transport vehicles to move aircraft/parts.

6. Incident Critiques

- a. Following an aircraft recovery operation, the Airport Director/ Fire Chief, or designee, shall schedule a recovery critique. The critique will include a review of NTSB requirements and the Emergency Control Officer's chronological log, and a discussion by the recovery specialists of the procedures and equipment used during the recovery operation. Any problem areas encountered during the recovery will be highlighted and reviewed in detail and changes implemented to the AEP Aircraft Recovery Procedures, as appropriate. All interested parties, especially those operating similar equipment, shall be encouraged to attend the critique.

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V. DEFINITIONS

The following terms are defined as they generally pertain to Airport operations and compliance with the regulations of the Federal Aviation Administration, as found in Title 14 of the Code of Federal Regulations (14 CFR)

1. **Advisory Circular:** An FAA publication containing specific advice to the aviation industry to assist in fulfilling the requirements of a Federal Aviation Regulation.
2. **Air Carrier:** A person who holds or who is required to hold an air carrier operating certificate issued under 14 CFR Part 139 while operating aircraft having a seating capacity of more than 30 passengers.
3. **Air Operations Area (AOA):** That portion of the airport designated and used for landing, take off, or surface maneuvering of aircraft.
4. **Aircraft Accident:** An occurrence associated with the operation of an aircraft that takes place between the time a person boards the aircraft with the intention of flight and the time such person has disembarked, in which a person suffers death or serious injury as a result of the occurrence or in which the aircraft receives a substantial damage.
5. **Aircraft Incident:** Any occurrence associated with the operation of an aircraft that is not considered an "aircraft accident".
6. **Aircraft Operator:** Any person who causes or authorizes the operating of an aircraft, such as the owner, lessee or bailee of an aircraft.
7. **Aircraft Rescue and Fire-Fighting (ARFF):** On-site specially equipped and manned fire station dealing primarily with aircraft-related incidents.
8. **Airport:** An area of land or other hard surface, excluding water, that is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings, and facilities, if any; Sierra Blanca Regional Airport.
9. **Airport Operations Area (AOA):** The area of an airport, including adjacent terrain and facilities and their accesses, where movement takes place and access is controlled



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- 10. Airport Emergency Plan (AEP):** A concise planning document developed by the airport operator that establishes airport operational procedures and responsibilities during various contingencies.
- 11. Airside:** The movement area of an airport, adjacent terrain, and buildings or portions thereof, access to which is controlled.
- 12. Alert 1:** Aircraft ground emergency.
- 13. Alert 2:** Aircraft airborne emergency.
- 14. Alert 3:** An actual or imminent aircraft accident, such as confirmed smoke or fire, a collision on the ground, or a similar emergency.
- 15. Alert 4:** Bomb threat against a specific airline flight, aircraft or crew member.
- 16. Alert 5:** Bomb threat against a specific Airport facility or employee.
- 17. Alert 6:** Air Piracy – Aircraft Hijacking, Sabotage or Hostage Situation.
- 18. Alert 7:** Structural or fuel fire on Airport property.
- 19. American Red Cross:** A humanitarian organization, led by volunteers, that provides relief to victims of disasters and helps people prevent, prepare for, and respond to emergencies. It does this through services that are consistent with its Congressional Charter and the Principles of the International Red Cross Movement.
- 20. Approach:** That period preparatory to landing which includes any or all of the following: upwind leg, crosswind leg, downwind leg, base leg, final approach?
- 21. Apron/Ramp:** A defined area on an airport intended to accommodate aircraft for purposes of loading, unloading, refueling, parking or maintenance.
- 22. Bomb:** The word “bomb” in this plan means any device that includes a power source, an initiator and an explosive and/or incendiary charge, all of which are connected to function either with a timing device, via remote control or some other means of activation



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23. Bomb Threat: A bomb threat is a situation where actual or alleged bombs may be used against civil aviation aircraft, facilities, or personnel to achieve specified demands.

24. Checked or Hold Baggage: All baggage intended for shipment within the confines of the aircraft baggage compartment.

25. Coroner: The individual responsible for the identification and disposition of the deceased.

26. Common Operating Picture: Offers an overview of an incident thereby providing incident information enabling the IC/UC and any supporting agencies and organizations to make effective, consistent, and timely decisions.

27. Common Terminology: Normally used words and phrases—avoids the use of different words/phrases for same concepts, consistency, to allow diverse incident management and support organizations to work together across a wide variety of incident management functions and hazard scenarios.

28. Community: A political entity which has the authority to adopt and enforce laws and ordinances for the area under its jurisdiction. In most cases, the community is an incorporated town, city, township, village, or unincorporated area of a county. However, each state defines its own political subdivisions and forms of government.

29. Incident Command Post (ICP): A point where responding agencies are briefed on the situation as they arrive to report and assume control of the individual aspects of the operation.

30. Contamination: The undesirable deposition of a chemical, biological, or radiological material on the surface of structures, areas, objects, or people.

31. Damage Assessment: The process used to appraise or determine the number of injuries and deaths, damage to public and private property, and the status of key facilities and services such as runways, taxiways, navigational aids, control tower, water and sanitation systems, communications networks, utilities, and other infrastructure networks resulting from a man-made or natural disaster.

32. Decontamination: The reduction or removal of a chemical, biological, or radiological material from the surface of structure, area, object, or person.



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33. Disaster: An occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in severe property damage, deaths, and/or multiple injuries. As used in this Advisory Circular, a “large-scale disaster” is one that exceeds the capability of the airport and local communities and requires state, and potentially, federal involvement.

34. Emergency Operations Center (EOC): The principle location for coordination of Airport emergency response planning, resource allocation, strategic management and crisis resolution. The Airport location is in the Airport Manager’s office. The Village of Ruidoso EOC is located on level 2 of Fire Station #1 at 541 Sudderth Dr.

35. Earthquake: A sudden slipping or movement of a portion of the earth’s crust, accompanied and followed by a series of vibrations.

Ground motion: Vibration and shaking of the ground during an earthquake causes the most damage to buildings, structures, infrastructure, etc.

Ground surface fault rupture: The ground shaking is the result of a rupture of a fault beneath the surface which may result in a surface opening of up to 20 feet.

Liquefaction: The ground temporarily loses its strength and behaves as a viscous fluid (similar to quicksand) rather than a solid.

Tsunamis: Tsunamis are ocean waves produced by an underwater earthquake. These waves can reach 80 feet and can devastate coastal cities and low-lying areas.

Aftershock: An earthquake of similar or lesser intensity that follows the main earthquake.

Epicenter: The place on the earth’s surface directly above the point on the fault where the earthquake rupture began. Once fault slippage begins, it expands along the fault during the earthquake and can extend hundreds of miles before stopping.

Fault: The fracture across which displacement has occurred during an earthquake. The slippage may range from less than an inch to more than 10 yards in a severe earthquake.



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Magnitude: The amount of energy released during an earthquake, which is computed from the amplitude of the seismic waves. A magnitude of 7.0 on the Richter Scale indicates an extremely strong earthquake. Each whole number on the scale represents an increase of about 30 times more energy released than the previous whole number represents. Therefore, an earthquake measuring 6.0 is about 30 times more powerful than one measuring 5.0.

Seismic Waves: Vibrations that travel outward from the earthquake fault at speeds of several miles per second. Although fault slippage directly under a structure can cause considerable damage, the vibrations of seismic waves cause most of the destruction during earthquakes.

- 36. Emergency:** Any occasion or instance—such as a hurricane, tornado, storm, flood, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, fire, nuclear accident, or any other natural or man-made catastrophe—that warrants action to save lives and to protect property, public health, and safety.
- 37. Emergency Alert System (EAS):** A digital technology (voice/text) communications system consisting of broadcast stations and interconnecting facilities authorized by the Federal Communication Commission. The system provides the President and other national, state, and local officials the means to broadcast emergency information to the public before, during, and after disasters.
- 38. Emergency Medical Services (EMS):** Medical services provided by emergency personnel trained in the administration of medical protocols.
- 39. Emergency Operations Center (EOC):** A protected site from which emergency officials coordinate, monitor, and direct emergency response activities during an emergency.
- 40. Emergency Plan:** A document that: describes how people and property will be protected in disaster and disaster threat situations; details who is responsible for carrying out specific actions; identifies the personnel, equipment, facilities, supplies, and other resources available for use in the disaster; and outlines how all actions will be coordinated.



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- 41. Evacuation:** Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.
- 42. Fatal Injury:** Any injury which results in death within 30 days of an accident.
- 43. Federal Aviation Administration (FAA):** The governmental body responsible for the aviation system in the country. Divisions of the FAA are Air Traffic, Airports, Flight Standards, and Facilities.
- 44. FAA Air Traffic Control Tower (FAA ATCT):** A service established to provide air and ground traffic control for airports. Sierra Blanca Regional Airport is an uncontrolled Airport.
- 45. Federal Emergency Management Agency (FEMA):** The central Federal point of contact for emergency managers and all agencies and organizations with responsibility for public safety and protection of property in the event of a disaster.
- 46. First responder awareness level:** This covers individuals who are likely to witness or discover a hazardous substance release and who have been trained to initiate an emergency response sequence by notifying proper authorities of the release. Examples of these individuals on the airport might be Operations personnel conducting inspections, security personnel on patrol, air cargo employees.
- 47. First responder operations level:** This covers individuals who respond to releases or potential releases of hazardous substances as part of the initial response to the site for the purpose of protecting nearby persons, property, or the environment from the effects of the release. They are trained to respond in a defensive fashion without actually trying to stop the release. Many ARFF personnel have received this level of training.
- 48. Fixed Base Operator (FBO):** An Airport facility offering a full range of aviation support services. The Village of Ruidoso owns and operates the SBRA FBO.
- 49. Flight Standards District Office (FSDO):** the FAA agency primarily responsible for the licensing of pilots and the enforcement of flying regulations.



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50. Flood: A general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal water, unusual or rapid accumulation or runoff of surface waters, or mudslides, mudflows caused by accumulation of water.

Floodplain: Any land area susceptible to inundation by floodwaters from any source.

100-Year Flood: The flood having a one percent chance of being equaled or exceeded in magnitude in any given year. Contrary to popular belief, it is not a flood occurring once every 100 years. 253

100-Year Floodplain: The area adjoining a river, stream, or watercourse covered by water in the event of a 100-year flood.

Floodway: The channel of a river or watercourse and the adjacent areas that must be reserved in order to discharge the 100-year flood without cumulatively increasing the water surface elevation more than one foot.

Flood Fringe: That portion of the floodplain outside the floodway that is inundated by flood waters in which encroachment is permissible.

Encroachment: Any man-made obstruction in the floodplain which displaces the natural passage of flood waters.

Surcharge: An increase in flood elevation due to destruction of the floodplain that reduces its conveyance capacity.

51. Fuel Storage Area: Designated areas in which gasoline or any other type of fuel may be stored.

52. Function: Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The term function is also used when describing the activity involved, e.g., the planning function. A sixth function, Intelligence/Investigations, may be established, if required, to meet incident management needs.

53. General Staff: A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics

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Section Chief, and Finance/Administration Section Chief. An Intelligence/Investigations Chief may be established, if required, to meet incident management needs.

- 54. Grid Map:** A plan view of an area with a system of squares (numbered and lettered) superimposed to provide a fixed reference to any point in the area.
- 55. Group:** Established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. Groups, when activated, are located between Branches and resources in the Operations Section.
- 56. Hazard:** Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.
- 57. Hazard Mitigation:** Any action taken to reduce or eliminate the long-term risk to human life and property from hazards. The term is sometimes used in a stricter sense to mean cost-effective measures to reduce the potential for damage to a facility or facilities from a disaster event.
- 58. Hazardous Materials (HAZMAT):** Substances or materials which have been determined to be capable of posing an unreasonable risk to health, safety or property. They are defined as explosives, combustible liquid, corrosive material, flammable liquid, flammable gas, nonflammable gas, flammable solid, oxidizing materials, poisons, irritation materials, etiologic agents, radioactive materials, or Other Restricted Materials (ORMs).
- 59. Hazardous Materials Technician/Specialist:** This covers individuals who try to stop the release. This is usually accomplished by members of a local or State-certified Hazardous Materials Response Team.
- 60. Identification and Authentication:** Individuals and organizations that access the NIMS information management system and, in particular, those that contribute information to the system (e.g., situation reports), must be properly authenticated and certified for security purposes.
- 61. Incident:** An occurrence or event, natural or manmade that requires a response to protect life or property. Incidents can, for example, include major disasters,



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emergencies, terrorist attacks, terrorist threats, civil unrest, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

- 62. Incident Command System (ICS):** A management tool consisting of procedures for organizing personnel, facilities, equipment and communications at the scene of an emergency.
- 63. Incident Commander (IC):** The individual responsible for overall on-site management of an emergency situation.
- 64. Index:** An Airport ranking according to the type and quantity of aircraft rescue and firefighting equipment and agent required, determined by the length and frequency of air carrier aircraft served by the Airport, as provided in subpart D of 14 CFR Part 139.
- 65. Instrument Meteorological Conditions (IMC):** Weather conditions below the minimum for flight under visual flight rules.
- 66. Interoperability:** The capability to communicate within and across agencies and jurisdictions via voice, data or video on demand, in real time. Joint Information Center (JIC) - A central point of contact for all news media near the scene of a large-scale disaster. News media representatives are kept informed of activities and events by public information officials who represent all participating agencies that are collected at the JIC.
- 67. Landing Threshold:** The beginning of that portion of a runway usable for landing.
- 68. Logistics Officer (LO)** The person responsible to provide oversight of logistical support activities.
- 69. Mass Care:** The actions that are taken to protect evacuees and other disaster victims from the effects of the disaster. Activities include providing temporary shelter, food, medical care, clothing, and other essential life support needs to those people that have been displaced from their homes because of a disaster or threatened disaster.



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- 70. Memorandum of Agreement (MOA):** A written agreement between parties.
- 71. Movement Area:** The runways, taxiways and other areas of an airport which are used for taxiing or hover taxiing, air taxiing, takeoff and landing of aircraft, exclusive of loading ramps and aircraft parking areas.
- 72. Mutual Aid:** Reciprocal assistance by emergency services under a predetermined plan.
- 73. National Incident Management System (NIMS):** Provides a systematic, proactive approach guiding government agencies at all levels, the private sector, and nongovernmental organizations to work seamlessly to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.
- 74. National Response Framework –** A comprehensive, national, all-hazards approach to domestic incident response.
- 75. National Transportation Safety Board (NTSB):** The Federal Agency that takes custody of the aircraft and its contents from the time the emergency response phase is terminated until their full investigation is completed or a release is given. In most cases, the NTSB will, after their initial investigation of the accident, issue the operator "Permission to Move the Aircraft". This permits only the removal of the aircraft from the location of the accident to a selected place for further investigation. Custody of the aircraft is still retained by the NTSB. Following its full investigation, or at any given time determined by the NTSB, a release of the aircraft to the operator will be given.
- 76. Navigational Aid/NAVAID:** Any visual or electronic device which provides point-to-point guidance information or position data to aircraft in flight.
- 77. Notices To Airmen (NOTAM):** A Notice to Airmen containing information concerning the establishment, condition or change in any component of, or hazard in, the National Airspace System at Sierra Blanca Regional Airport.
- 78. Paramedic:** A medical technician who has received extensive training in advanced life support and emergency medicine. Paramedics are usually permitted to administer intravenous fluids and other drugs that can arrest a life-threatening physiological condition.



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- 79. Perimeter:** The outer boundary of the Airport.
- 80. Public Information Officer (PIO):** The point of contact for the media and other governmental agencies that desire information concerning an incident. Also referred to as the Media Representative. The Village Manager is the PIO/Media Representative. Employees are not to speak with or divulge in any type of media interview unless authorized by the Village Manager.
- 81. Recovery:** The long-term activities beyond the initial crisis period and emergency response phase of disaster operations that focus on returning all systems at the airport to a normal status or to reconstitute these systems to a new condition that is less vulnerable.
- 82. Resource Management:** Those actions taken by an organization to: identify sources and obtain resources needed to support disaster response activities; coordinate the supply, allocation, distribution, and delivery of resources so that they arrive where and when most needed; and maintain accountability for the resources used.
- 83. Runway:** A defined rectangular area on a land airport prepared for the landing and take-off run of aircraft along its length. Runways are normally numbered in relation to their magnetic direction rounded off to the nearest 10 degrees.
- 84. Safety Area:** A designated area abutting the edges of a runway or taxiway intended to reduce the risk of damage to an aircraft inadvertently leaving the runway or taxiway.
- 85. Serious Injury:** Any injury which requires hospitalization for more than 48 hours, commencing within 7 days from the date the injury was received; Results in a fracture of any bone (except simple fractures of fingers, toes, or nose); Causes severe hemorrhages, nerve, muscle, or tendon damage; Involves any internal organ; Involves second or third degree burns, or any burns affecting more than five (5) percent of the body surface.
- 86. Significant Body of Water:** A body of water or marsh land is significant if the area exceeds one-quarter square mile and cannot be traversed by conventional land rescue vehicles.



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- 87. Staging Area:** A pre-arranged, strategically placed area where support response personnel, vehicles and other equipment can be held in readiness for use during an emergency.
- 88. Standard Operating Procedure (SOP):** A set of instructions constituting a directive, covering those features of operations which lend themselves to a definite, step-by-step process of accomplishment. SOPs supplement AEPs by detailing and specifying how tasks assigned in the AEP are to be carried out.
- 89. Standardized Emergency Response Pattern (SERP):** The Standardized Emergency Response Pattern is a system based on the premise that incidents/accidents are definable anyplace on the airfield. It assumes that Aircraft Rescue and Fire Fighting (ARFF) requirements will be isolated to an exclusive area surrounding a crash site, and that supporting functions can be maintained in a designated quadrant outside this exclusive area. Based on an analysis of essential actions and emergency requirements, functional areas of responsibility are assigned to specified portions of the support area. Positions are defined in relation to their proximity to each other and in terms of their logistic needs and value to the recovery effort.
- 90. Staging Area:** A prearranged, strategically placed area, where standby response personnel, vehicles, and other equipment can be held in an organized state of readiness for use during an emergency.
- 91. Substantial Damage:** Damage or failure which adversely affects the structural strength, performance, or flight characteristics of the aircraft and which would normally require major repair or replacement of the affected component.
- 92. Taxiway:** A prepared strip over which aircraft taxi to and from a runway, hangar, etc.
- 93. Tenant:** A leaseholder, sub lessee, duly authorized agent, permittee or other occupant of land or premises within the boundaries of the Sierra Blanca Regional Airport.
- 94. Terminal Buildings:** All buildings and structures located within the Airport and open to the public for the purpose of flight, public lobby waiting, baggage check in and other services related to public air travel.



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- 95. Terrorism:** The use of or threatened use of criminal violence against civilians or civilian infrastructure to achieve political ends through fear and intimidation, rather than direct confrontation. Emergency management is typically concerned with the consequences of terrorist acts directed against large numbers of people (as opposed to political assassination or hijacking, which may also be considered “terrorism”).
- 96. Tornado:** A local atmospheric storm, generally of short duration, formed by winds rotating at very high speeds, usually in a counter-clockwise direction. The vortex, up to several hundred yards wide, is visible to the observer as a whirlpool-like column of winds rotating about a hollow cavity or funnel. Winds may reach 300 miles per hour or higher.
- 97. Triage:** Sorting and classification of casualties to determine the order of priority for medical treatment and transportation.
- 98. Transponder:** An electronic device on board an aircraft that provides the capability to select a specific code to be transmitted to a ground radar facility when interrogated by that unit. Specific codes may be used to notify air traffic controllers of in-flight difficulty (general emergency, hijack, lost communications).
- 99. Visual Meteorological Conditions (VMC):** Weather conditions equal to or better than the FAA established minimums for flight under visual flight rules.
- 100. Warning:** The alerting of emergency response personnel and the public to the threat of extraordinary danger and the related effects that specific hazards may cause. A warning issued by the National Weather Service (e.g. severe storm warning, tornado warning, tropical storm warning) for a defined area indicates that the particular type of severe weather is imminent in that area.
- 101. Watch:** Indication by the National Weather Service that, in a defined area, conditions are favorable for the specified type of severe weather (e.g. flash flood watch, severe thunderstorm watch, tornado watch, tropical storm watch).



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VI. ACRONYMS

ACP	Access Control Point
ADA.....	Americans with Disabilities Act
ADFAA.....	Aviation Disaster Family Assistance Act of 1996
AOA.....	Air Operations Area
ALS.....	Advanced Life Support
ANG.....	Army/Air National Guard
AC.....	Advisory Circular
AEP.....	Airport Emergency Plan
ALERT.....	Automated Local Evaluation in Real Time
ALPA.....	Air Line Pilots Association
AOA.....	Air Operations Area
AOC.....	Air Operations Coordinator
AMC.....	Aircraft Maintenance Coordinator
ARC.....	American Red Cross
ARFF.....	Aircraft Rescue and Fire Fighting
ARRL.....	American Radio Relay League
ASP.....	Airport Security Program
ATCT.....	Airport Traffic Control Tower
ATIS.....	Automatic Traffic Information Service
BLS.....	Basic Life Support
CAP	Civil Air Patrol
CBRNE.....	Chemical, Biological, Radiological, Nuclear, and High-Yield Explosives
CHEMTREC.....	Chemical Transportation Emergency Center



SERRA BLANCA REGIONAL AIRPORT AIRPORT EMERGENCY PLAN

CFRCode of Federal Regulations

CERCLA.....Comprehensive Environmental Response, Compensation and Liability Act

CISM.....Critical Incident Stress Management

DHS.....Department of Homeland Security

DOD.....Department of Defense

DOE.....Department of Energy

DOT.....Department of Transportation

EAS.....Emergency Alert System

EHO.....Environmental Health Officer

EMI.....Emergency Management Institute

EMS.....Emergency Medical Services

EOC.....Emergency Operating Center

EOD.....Explosive Ordnance Team

EOPEmergency Operations Plan

EPA.....Environmental Protection Agency

EPCRA.....Emergency Planning and Community Right-to Know Act

EPIEmergency Public Information

ERM.....Emergency Response Manager

FAAFederal Aviation Administration

FBI.....Federal Bureau of Investigation

FBO.....Fixed Base Operator

FEMA.....Federal Emergency Management Agency

FRC.....Fire Rescue Coordinator

GIS.....Geographic Information System



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HAZMAT.....Hazardous Material

HMC.....Health and Medical Coordinator

IAP.....Incident Action Plan

IATA.....International Air Transport Association

ICIncident Commander

ICP.....Incident Command Post

ICS.....Incident Command System

ICAO.....International Civil Aviation Organization

IFSTAInternational Fire Safety Training Association

IAW.....In Accordance With

JIC.....Joint Information Center

JNACCJoint Nuclear Accident Coordinating Center

LEC.....Law Enforcement Coordinator

LEPC.....Local Emergency Planning Commission

MEOC.....Mobile Emergency Operations Center

MICP.....Mobile Incident Command Post

MNS.....Mass Notification System

MAA.....Mutual Assistance Agreement

MOU.....Memorandum of Understanding

MSDSMaterial Safety Data Sheet

NDMS.....National Disaster Medical System

NFPA.....National Fire Protection Association

NIMS.....National Incident Management System

NOAA.....National Oceanic and Atmospheric Administration

NFIP.....National Flood Insurance Program

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NOTAM.....Notice to Airman

NRF.....National Response Framework

NRP.....National Response Plan

NRT.....National Response Team

NTSB.....National Transportation Safety Board

NWS.....National Weather Service

OSHAOccupational Safety and Health Administration

PIO.....Public Information Officer

RACES.....Radio Amateur Civil Emergency Service

REACT.....Radio Emergency Associated Communications Team

SAFETY ACT.....Supporting Anti-Terrorism by Fostering Effective Technologies Act of 2002

SARA.....Superfund Amendments and Reauthorization Act

SERC.....State Emergency Response Commission

SOP.....Standard Operating Procedure

SSC.....Service Support Contracts

TSA.....Transportation Security Administration

TCP.....Traffic Control Point

UPS.....Uninterruptible Power Supply

USCGUnited States Coast Guard

USDAUnited States Department of Agriculture

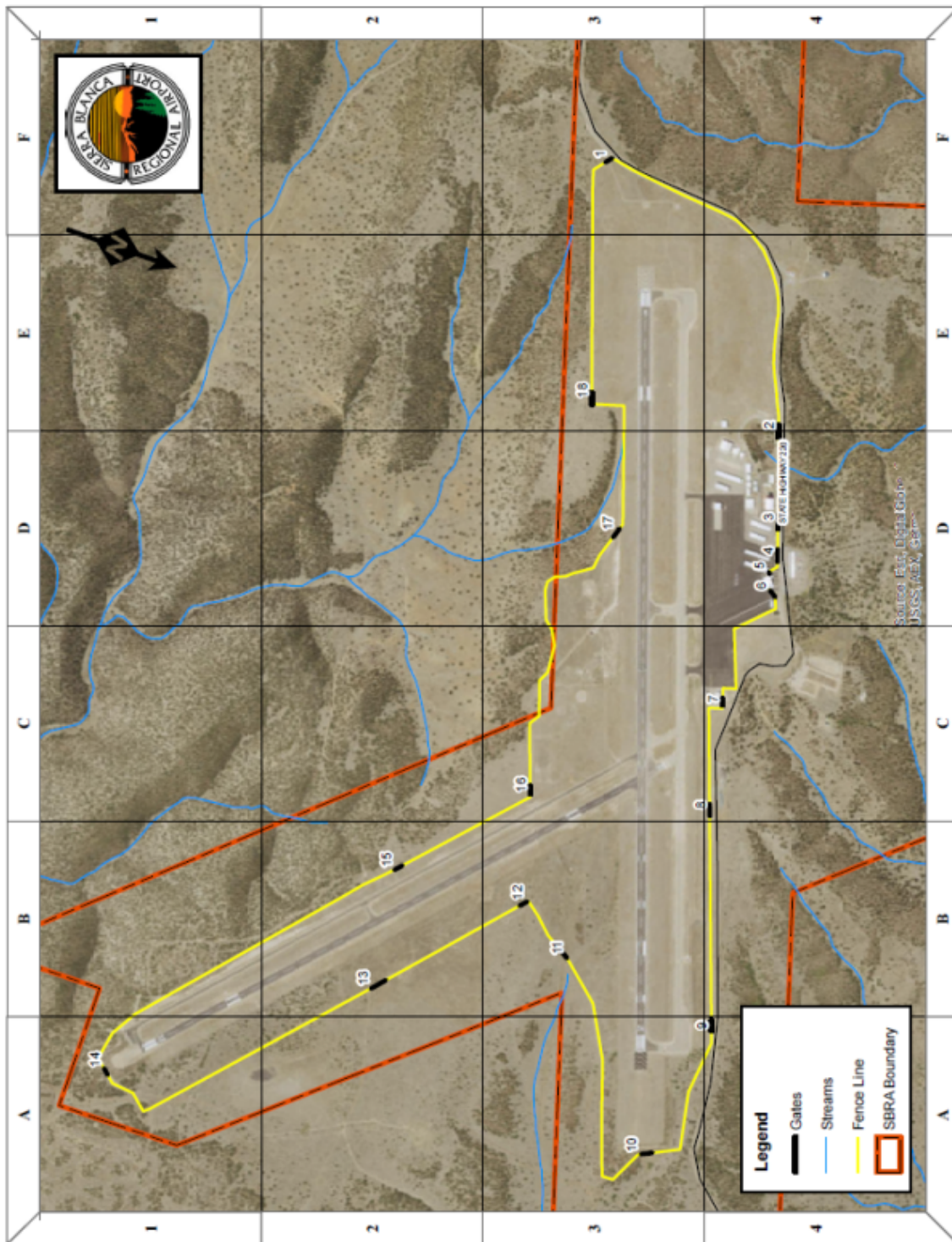
USGS.....United States Geological Survey

VIP.....Very Important Persons



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VII. AIRPORT GRID MAP



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VIII. AIRPORT KEY STRUCTURES MAP



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**IX. AIRPORT IDENTIFYING AOA, RSA, AND
APPROACH/DEPARTURE MAP**



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AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 8.

To: Mayor Crawford and Councilors

Presenter(s): Christella Armijo, Director, Water Resource Director
Adam Sanchez, Public Works Director

Meeting Date: March 5, 2024

Re: Discussion on Task Order RFP #2023-001P-002, Final Design for Meander Drive Culvert with DuBois & King, Inc. for \$80,794.43 including GRT.

Item Summary:

Discussion on Task Order RFP #2023-001P-002, Final Design for Meander Drive Culvert with DuBois & King, Inc. for \$80,794.43 including GRT.

Financial Impact:

The cost for this task is \$80,794.43 including GRT and will be paid through the McBride Grant, which is budgeted in the Intergovernmental Grants Special Revenue's Construction Projects line item (218-791-53006), available balance \$2,321,252.

Item Discussion:

DuBois & King have completed the 60% design for this project. This task order is to complete the design and assist with the procurement of a contractor.

Recommendations:

To Discuss Task Order RFP #2023-001P-002, Final Design for Meander Drive Culvert with DuBois & King, Inc. for \$80,794.43 including GRT.

ATTACHMENTS:

Description

Proposal

Task Order



February 16, 2024

Christella Armijo
Water Resource Director
Village of Ruidoso
313 Cree Meadows
Ruidoso, NM 88345

Subject: Gavilan Canyon Road - Final Culvert Design

Dear Christella,

We are pleased to present this proposal for professional engineering services for the final culvert design in Ruidoso. This work is a continuation of the analysis and preliminary design as completed in October 2023. To provide the requested professional services for this phase, DuBois & King, Inc. would propose the following basic scope of services:

SCOPE OF SERVICES- FINAL DESIGN

A. Project Description

Professional Engineering Services for the replacement of culverts as depicted on DuBois & King, Inc. preliminary plans. The culverts that will be advanced to final design and construction are:

1. Meander Drive Culvert

Task 1: Project Management:

Objective: Provide effective communication and project coordination with the Village. Perform and implement project management duties during project kickoff, preparation of contract documents, bidding, and construction support to effectively develop and manage the project schedule, and oversee technical staff.

Approach: DuBois & King will provide the following services associated with this task:

1. Initiate final design kick-off meeting with DuBois & King and Village representatives.
2. Final Meeting: Six (6) informal meetings are anticipated to review Ruidoso's contract requirements. These meetings will be virtual. Other project management responsibilities to be completed under this task include management of technical staff, project accounting, scheduling and budget tracking, and maintenance of files.

Deliverables: Meeting minutes in the form of an email or memorandum prepared by D&K.

Task 2: Data Acquisition and Field Reconnaissance

Objective: Based upon preliminary design, an allocation has been made for supplemental topographic field confirmation of existing conditions for these sites.

Assumptions: The Village will provide relevant drawings, reports, studies for existing and proposed development, and known infrastructure conditions. All subsurface utilities will be depicted based on best available information provided by the utility owner. No subsurface utility location services have been provided.

Deliverables: Updated existing conditions drawings with supplemental information.

Task 3: Hydrologic & Hydraulic Analysis

Objective: DuBois & King will utilize hydrologic & hydraulic analysis performed during preliminary phases for final design/configuration of culverts. Additional analysis is not anticipated or provided.

Deliverables: Final design modifications to preliminary design culverts.

Task 4: USCOE Permitting Exhibits

Objective: DuBois & King will prepare site plan exhibit indicating permanent and/or temporary impacts within waters of the US for the two culverts.

Assumptions: Village of Ruidoso will prepare USACOE application including required environmental, archaeological, historic impact reviews as necessary.

Deliverable: One USACOE plan exhibits

Task 5: Final Design Services

Objective: DuBois & King will prepare construction drawings to include a cover sheet, survey and project control, plan and profile, traffic control plan, erosion and sedimentation plan with BMPs, and construction details. DuBois & King will prepare an opinion of probable cost associated with each crossing.

Approach: DuBois & King will utilize the data collected within Tasks 1 through 4 and the modifications made as part of the Preliminary Engineering Design review and comment process to generate final contract documents for review.

Deliverables:

1. Prepare Final Construction Drawings.
2. Prepare Final Contract Documents and Specifications.
3. Provide Engineers Final Opinion of Probable Cost.

Task 6: Contract Documents

Objective: Contract Plans & technical specifications would be developed addressing review by the Village of Ruidoso to be used for bidding and construction.

Deliverables: Contract drawing and technical specifications for one (1) construction contract. Front end documents based upon Village of Ruidoso documents or utilization of EJDC documents.

Task 7: Bidding Services

Objective: DuBois & King will provide bidding administration services during the initial phases of construction contractor selection. This will include consultation on civil and permitting/approval matters, and addressing questions from bidders.

Approach: DuBois & King will assist the Village with the preparation of documents and arrange for bid solicitation through the Village. We will respond to questions, prepare an addenda as necessary, receive bid submissions, prepare a bid tabulation, review the apparent low bid, make a recommendation for contract award, and assist with the contract formation for construction startup.

Deliverables:

1. Assist the Village with the development of the Construction Contract based on the EJCDC templates.
2. Assist the Village in calling for bids, tabulating bids, and furnishing a recommendation on the award of the construction contract.

Task 8: Construction Services

Services to be performed under a supplemental agreement.

Task 9: Construction Observation

Services to be performed under a supplemental agreement.

UNDERSTANDING OF THE BASIC SCOPE OF SERVICES

We have made the following assumptions within the Proposal.

1. Lincoln county and the Village of Ruidoso have access rights to work areas and no additional ROW acquisitions will be required for permanent and/or temporary work.
2. A boundary survey will not be required.
3. The local permitting will not require unusual, elaborate or lengthy design, calculations, or meeting attendance beyond those listed above.
4. There will be no hazardous material mitigation required.
5. Attendance at pre-bid meeting if required will be virtual. Bid attendance by D&K will not be required.

6. Concrete pre-castor will provide NM stamped structural drawing and associated calculations for the culverts and wingwalls.

EXCLUSIONS

We have made the following exclusions within the Proposal.

1. Permit and recording fees,
2. Full Time Construction Observation. It is understood and agreed that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.
3. Printing of Bid Documents.
4. Identification of and recommendations for proper disposal of hazardous materials and/or underground storage tanks

COMPENSATION FOR BASIC SERVICES

The Client shall reimburse Engineer for Basic Services in the following manner: Our lump sum fee for our professional engineering services is as described below. Invoices will be submitted monthly based on actual man-hours spent to date. Our fee can be divided as follows:

Tasks 1-6	\$ <u>80,795</u>
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We appreciate the opportunity to submit this proposal/agreement and hope it meets with your approval. If there are any questions, please do not hesitate to contact me at (802) 792-7225.

Very truly yours,
DUBOIS & KING, INC.



David Conger, P.E.
Director / Vice President

DuBois & King, Inc. - Cost Proposal
Village of Ruidoso - Bridge & Culvert Replacement

Project Name		Culvert Replacement (Final Design)								Proposal Date	16-Feb-24				
Client		Village of Ruidoso, New Mexico								Prepared By	David Conger				
Prinicipale In Charge / Project Manager		David Conger								Approved By	Dubois-King Inc.				
Task No.	Activity	Expenses/Fees	Survey, Geo-Technical, Environmental	10 % Mark-Up		Admin.	Land Surveyor	Designer	Staff Engineer I	Staff Engineer II	Project Engineer I	Principal In Charge (PIC)		Task Sub-Totals	
						\$ 85.00	\$ 160.00	\$ 90.00	\$ 100.00	\$ 110.00	\$ 120.00	\$ 195.00		Hours	Cost
1	Project Management													64	\$ 11,280.00
1.01	Plan Development and Team Coordination											8		8	\$ 1,560.00
1.02	Project Status Meetings										16	40		56	\$ 9,720.00
2	Data Acquisition and Field Reconnaissance													24	\$ 10,080.00
2.01	Topographic Survey and Boundary Verification		\$ 6,500.00	\$ 780.00						8	16			24	\$ 10,080.00
3	Hydrologic & Hydraulic Analysis													36	\$ 4,460.00
3.01	Hydraulic Analysis for Final Culvert Configurations									16	16	4		36	\$ 4,460.00
4	USCOE Permit													18	\$ 2,310.00
4.01	USCOE Permit Exhibit										16	2		18	\$ 2,310.00
5	Final Design Services (Meander Drive)													176	\$ 21,570.00
5.01	Utility Conflicts & Coord.									4	16	4		24	\$ 3,140.00
5.02	Develop Plans and Specifications	\$ 200.00							40	24	16	12		92	\$ 11,100.00
5.03	Traffic Control & Lane Closures								8		8	2		18	\$ 2,150.00
5.04	QA/QC									4	4	4		12	\$ 1,700.00
5.05	Engineers OPCC					2			2	16	8	2		30	\$ 3,480.00
6	Contract Documents													104	\$ 14,600.00
6.01	Response to Ruidoso Final Plan Comments										16	16		32	\$ 5,040.00
6.02	Contract Bid Drawings & Technical Specifications										24	8		32	\$ 4,440.00
6.03	Develop Contract Documents /Bid Package					8					24	8		40	\$ 5,120.00
7	Bidding Services													74	\$ 10,380.00
7.01	Response to Bidder Questions										16	8		24	\$ 3,480.00
7.02	Develop Bid Addenda (up to 2)					2				4	12	8		26	\$ 3,610.00
7.03	Bid Evaluation									4	12	4		20	\$ 2,660.00
7.04	Recommendation to Award										2	2		4	\$ 630.00
	Total Hours					12	0	0	50	80	222	132		496	
	Subtotal Cost	\$ 200.00	\$ 6,500.00	\$ 780.00		\$ 1,020.00	\$ -	\$ -	\$ 5,000.00	\$ 8,800.00	\$ 26,640.00	\$ 25,740.00			\$ 74,680.00
	GRT 8.1875%														\$ 6,114.43
	Project Total Cost														\$ 80,794.43

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
DUBOIS & KING, INC.
FY 2024**

1. **Task Order Number:** RFP#2023-001P-02
2. **Title:** Final Design for Meander and Warrior Drive Culverts
3. **Location:** Gavilan Canyon in Ruidoso, NM
4. **Scope of Services Required:** Complete design for Meander Drive Culvert.
5. **Project Number:** GCIP23001
6. **Village Contact:** Christella Armijo
7. **DuBois & King Contact:** David Conger
8. **Performance Time:** February 2024 - Completion of Project
10. **Estimated Cost:** \$80,794.43, including NM gross-receipts tax
11. **Attachments:** Gavilan Canyon Road - Final Culvert Design - Cost Proposal
12. **The parties hereto executed the original Task Order on: (date)** _____

Village of Ruidoso

DuBois & King, Inc.

Lynn D. Crawford, Mayor

David Conger, P.E., Vice- President

Date: _____

Date: _____

(SEAL)

ATTEST:

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 9.

To: Mayor Crawford and Councilors

Presenter(s): Ashlie Carabajal, Water Resource Manager

Meeting Date: March 5, 2024

Re: Discussion on Annual Operating Plan with the United States Forest Service for the North Fork Eagle Creek Wells Special Use Authorization for Fiscal Year 2025.

Item Summary:

Discussion on Annual Operating Plan with the United States Forest Service for the North Fork Eagle Creek Wells Special Use Authorization for Fiscal Year 2025.

Financial Impact:

Activities planned but not yet approved for FY 2025 include:

RJU Administration Contractual Services (502-212-52000) - \$50,000 for hydrogeological service (monitoring) from John Shomaker and Associates, Inc.

RJU Administration Gauging Stations (502-212-52200) - \$55,027 USGS Stream and Precipitation Gage Coop.

Item Discussion:

An annual operating plan is a requirement of the North Fork Eagle Creek Wells Special Use Authorization. The annual operating plan includes special details regarding management and operations on USFS land and implementation of the non-discretionary monitoring requirements from the Record of Decision.

Recommendations:

To Discuss Annual Operating Plan with the United States Forest Service for the North Fork Eagle Creek Wells Special Use Authorization for Fiscal Year 2025.

ATTACHMENTS:

Description

Annual Operating Plan

North Fork Special Use Permit

Record of Decision

**APPENDIX B
OPERATING PLAN
VILLAGE OF
RUIDOSO
NORTH FORK WELLS, EAGLE
CREEK**

This operating plan is developed to implement mitigation and monitoring measures as well as establish the specifications and procedures to prevent and control potential natural resource damage resulting from the use and maintenance of the Village of Ruidoso's (Village) wellfield located along the North Fork of Eagle Creek on National Forest System lands. This is developed in compliance with the Special Use Permit 2700-4. This operating plan will be re-evaluated during the annual operating plan meeting yearly in the month of April.

The Village has been issued a Special Use Permit dated July 11th, 2017 for the use and occupancy of National Forest land for the facilities and appurtenances known as the North Fork wells. The United States Forest Service (USFS), Lincoln National Forest prepared a final environmental impact statement for this project pursuant to the requirements of the National Environmental Policy Act (NEPA). The decision was made to authorize continued pumping (at historic levels) and the associated infrastructure to support this use. The decision also included nondiscretionary mitigation and monitoring measures that will inform future management. The Village of Ruidoso will implement the nine mitigation and monitoring measures outlined in the Record of Decision (ROD) by following the framework detailed below:

1. Water Quality: Surface water quality monitoring requirements have changed in type and frequency. The Village will be required to provide semi-annual reports for on temperature, pH, and specific conductance conducted during June and December.
2. Flow and Water Level: The Village will continue daily mean flow calculations at the stream gages and water level measurements at the monitoring wells. All stream gage data will be maintained by the United States Geological Survey (USGS). Water level measurements will be provided to the Smokey Bear Ranger District on a quarterly basis effective the date of this annual operating plan. Water level measurements at the monitoring wells may be reduced to once every 4 hours.
3. Stream Gradient, Planform, and Stability Indicators: The USGS proposal for periodic surveys of the North Fork of Eagle Creek will satisfy the requirements of this measure in the ROD. The Village will continue funding the project.
4. Snowpack and Precipitation: The Village will fund and monitor the Buck Mountain precipitation gauge.
5. Riparian Vegetation: Monitoring of riparian obligate tree species and other facultative wetland species will be done by specialists on the Smokey Bear Ranger District following the protocol "Eagle Creek Water Well Photo Points" prepared by Benjamin E. Nash, 2019-12-11. The first sampling started in 2019.

In addition to the above named requirements, the Village agrees to the following terms and conditions, and the Forest Service hereby authorizes the use and maintenance to proceed in accordance with these terms and conditions:

1. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or any revision thereof for this area must have prior approval by the Forest Service.
2. The Village shall comply with all Federal and State laws and the regulations of the Secretary of Agriculture, having due regard for the health and safety of employees; and safeguard with barriers and covers when the road and/or improvements would unduly imperil the life, safety or property of other persons.
3. The Village shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Forest Supervisor.
4. The Village shall take reasonable precautions to protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. The Village shall notify

the Forest Service concerning any monument/marker that cannot stay in place so it can be moved by Forest Service prior to work commencing.

5. The Village shall maintain a muffler or spark arrester satisfactory to the Forest Service on the exhaust systems of all trucks and tractors or other internal combustion engines, including chainsaws, used in connection with the use and maintenance of these facilities.
6. The Village shall cut only timber as necessary in clearing for previously approved road construction, reconstruction, and maintenance. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the Forest Service and decked along the road for disposal by the Forest Service.
7. All woody slash, debris, and excess soil and rock, resulting from construction and maintenance work under this permit shall be disposed of in a manner satisfactory to the Forest Supervisor or designated representative.
8. The Village shall be responsible for the prevention and control of soil erosion and gullyng in the permit area and shall take such preventative measures as are necessary to repair and revegetate damaged areas and to prevent future damage.
9. The Village shall repair fully all damage to National Forest roads and trails caused by the Village in exercise of the privileges granted.
10. The Village understands and agrees with this operation and maintenance plan.

Holder – Lynn D. Crawford, Mayor, Village of Ruidoso

Date

ATTEST – Jini Turri, Clerk

SEAL

Authorized Officer – Jennifer Thomas, District Ranger

Date

Authorization ID: SBD025779
 Contact Name: VILLAGE OF RUIDOSO, NM
 Expiration Date: 12/31/2037
 Use Code: 931

FS-2700-4 (V. 01/2014)
 OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
 FOREST SERVICE**

SPECIAL USE PERMIT

Authority: FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

VILLAGE OF RUIDOSO, NM of 313 Cree Meadows Drive, Ruidoso, New Mexico 88345 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the LINCOLN NATIONAL FOREST of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers 4 acres or .01 miles in the Sec. 36, T. 10 N., R. 13 E., NEW MEXICO PRINCIPAL MERIDIAN, ("the permit area"), as shown on the map attached as Appendix A. This permit issued for the purpose of:

For the Village of Ruidoso's operation and maintenance of the Eagle Creek municipal well operation and associated activities. Facilities include 1.4 miles of 14-inch diameter underground ductile iron pipeline; one cinder block pump control house, approximately 1.3 miles of underground electric power cable; three equipped wells and one unequipped well; four alluvial monitoring wells, two deep monitoring wells with nested piezometers and road maintenance along NFSR 127A.

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on 12/31/2037, 20 years from the date of issuance.

D. RENEWAL. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit that would renew the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Renewal of the use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. At a minimum, before renewing the use and occupancy authorized by this permit, the authorized officer shall require that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

II. IMPROVEMENTS

A. **LIMITATIONS ON USE.** Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. **PLANS.** All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

C. **CONSTRUCTION.** Any construction authorized by this permit shall commence by N/A and shall be completed by N/A.

III. OPERATIONS.

A. **PERIOD OF USE.** Use or occupancy of the permit area shall be exercised at least N/A days each year.

B. **CONDITION OF OPERATIONS.** The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

C. **OPERATING PLAN.** The holder shall prepare and annually revise by May 1st an operating plan. The operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover all operations authorized by this permit. The operating plan shall outline steps the holder will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the holder's operations for compliance with the terms and conditions of this permit. The operating plan shall be submitted by the holder and approved by the authorized officer or the authorized officer's designated representative prior to commencement of operations and shall be attached to this permit as an appendix. The authorized officer may require an annual meeting with the holder to discuss the terms and conditions of the permit or operating plan, annual use reports, or other concerns either party may have.

D. **INSPECTION BY THE FOREST SERVICE.** The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

IV. RIGHTS AND LIABILITIES

A. **LEGAL EFFECT OF THE PERMIT.** This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 251, Subpart C and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. **VALID OUTSTANDING RIGHTS.** This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

C. **ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. **SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

E. **RISK OF LOSS.** The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

F. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clause IV.F and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use or occupancy of the permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use or occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources associated with the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.I.

3. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any activity or condition arising out of or relating to the authorized use or occupancy that causes or threatens to cause a hazard to public health or the safety of the holder's employees or agents or harm to the environment (including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall prevent impacts to the environment and cultural resources by implementing actions identified in the operating plan to prevent establishment and spread of invasive species. The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use or occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

H. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

I. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

K. INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies also shall specify that the insurance company shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to 901 Mechem Drive, Ruidoso, New Mexico 88345. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

B. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

C. PESTICIDE USE. Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION. In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

F. PROTECTION OF HABITAT OF THREATENED, ENDANGERED AND SENSITIVE SPECIES. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or identified as sensitive or otherwise requiring special protection by the Regional Forester under Forest Service Manual (FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be shown on the ground or on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species or species otherwise requiring special protection are discovered, or if new species are listed as threatened or endangered under the ESA or identified as sensitive or otherwise requiring special protection by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these sites by the holder or the Forest Service shall be promptly reported to the other party.

G. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

H. CLEANUP AND REMEDIATION

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a) (1) of the Clean Water Act, 33 U.S.C. 1321(a) (1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

I. CERTIFICATION UPON REVOCATION OR TERMINATION. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. This certification requirement may be waived by the authorized officer when the Forest Service determines that the risks posed by the hazardous material are minimal. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all federal, state, and local laws and regulations.

VI. LAND USE FEE AND ACCOUNTING ISSUES

A. LAND USE FEES. The holder shall pay an initial annual land use fee of \$76.57 for the period from January 1, 2017 to December 31, 2017, and thereafter on January 1, shall pay an annual land use fee of \$76.57. The annual land use fee shall be adjusted annually using the Cumulative Implicit Price Deflator-Gross National Product (IDP-GNP).

B. MODIFICATION OF THE LAND USE FEE. The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

C. FEE PAYMENT ISSUES.

1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday the payment shall not be credited until the next workday.

2. Disputed Fees. Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

3. Late Payments

(a) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(d) Termination for Nonpayment. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall remain responsible for the delinquent fees.

4. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(d) Disclosure to consumer or commercial credit reporting agencies.

VII. REVOCATION, SUSPENSION AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local law.
2. For noncompliance with the terms of this permit.
3. For abandonment or other failure of the holder to exercise the privileges granted.
4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VII.A. 1, 2, or 3, the authorized officer shall give the holder a reasonable time, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214 as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL. Upon revocation or termination of this permit without renewal of the authorized use, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

C. SUPERSEDED PERMIT. This permit supersedes a special use permit designated Village of Ruidoso, SBD103905 dated 04/10/1986.

D. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

IX. Cultural Resources Protection (D001RO). The holder, contractor, or lessee shall be responsible for the protection from damage of all identified cultural resources within the area which may be affected by their actions. In addition, the holder, contractor, or lessee shall be liable for all damage or injury to the identified cultural resources caused by their actions. The holder, contractor, or lessee shall immediately notify the agency Project Administrator if any damage occurs to any cultural resource and immediately halt work in the area in which damage has occurred until approval to proceed has been granted by the Project Administrator after consultation with the Forest Archeologist. All provisions of the Region 3 Cultural Resources Damage Assessment Handbook are incorporated by reference herein.


X.. Native American Grave Protection and Repatriation Act (X003RO). Pursuant to the Native American Grave Protection and Repatriation Act (NAGPRA) 25 USC 3002(d); 43 CFR Part 10.4, if any human remains, funerary objects, sacred objects, or objects of cultural patrimony are discovered during the course of ground disturbing activity, the holder will immediately cease activity in the area of the discovery and will make a reasonable effort to protect the remains and objects. The holder will provide immediate telephone notification of the discovery to the Forest Service, and will follow up with written confirmation to the authorized officer. The holder will not resume the activity that resulted in the discovery until the authorized officer gives written approval. Approval to resume the activity, if otherwise lawful, will be given thirty (30) days after certification by the authorized officer of the holder's written confirmation of the discovery, or at any time that a written binding agreement is executed between the Forest Service and the affiliated tribes adopting a recovery plan for the remains and objects.

XI. Water Facilities and Water Rights (D-25). This permit does not confer any water rights on the holder. Any necessary water rights must be acquired by the holder in accordance with State law. Any expenses for acquiring water rights shall be the responsibility of the holder. The United States reserves the right to place any conditions on installation, operation, maintenance, and removal of facilities to pump, divert, store, or convey water on National Forest System lands covered by this permit that are necessary to protect public property, public safety, and natural resources on National Forest System lands in compliance with applicable law. The holder waives any claims against the United States for compensation in connection with imposition of any conditions on installation, operation, maintenance, and removal of water facilities under this permit.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

ACCEPTED:


Mr. Tom Battin, Mayor of Ruidoso
Village of Ruidoso, New Mexico

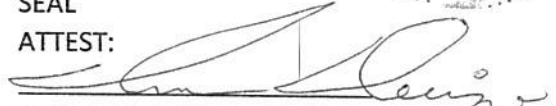
SIGNATURE

7/11/17
DATE



SEAL

ATTEST:


Irma Devine, Village Clerk

APPROVED:


Travis Moseley, Forest Supervisor, Lincoln National Forest

SIGNATURE

7/10/17
DATE

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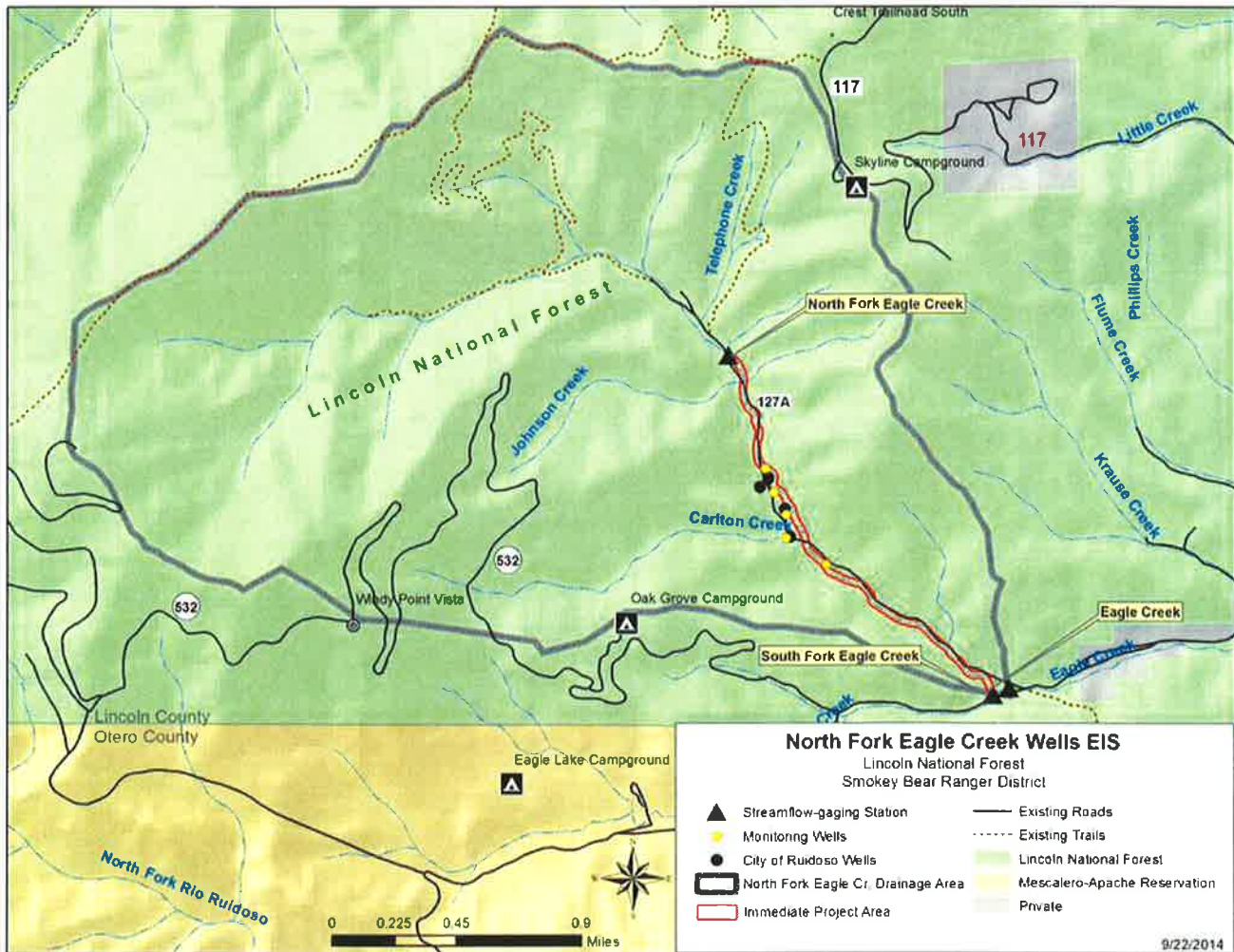
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Record of Decision

North Fork Eagle Creek Wells Special Use Authorization



Forest
Service

Southwestern
Region

Lincoln
National Forest

MB-R3-08-04A
February 2016

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Record of Decision for the North Fork Eagle Creek Wells Special Use Authorization

Lincoln National Forest, Lincoln County, New Mexico

Responsible Official:

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Introduction

This is the record of decision for the North Fork Eagle Creek Wells Special Use Authorization. We, the USDA Forest Service, Lincoln National Forest, prepared a final environmental impact statement (FEIS) for this project pursuant to the requirements of the National Environmental Policy Act (NEPA, 40 CFR 1500-1508), the National Forest Management Act and its implementing regulations, and the Lincoln National Forest Land and Resources Management Plan (USDA Forest Service 1986). The environmental impact statement analyzed the potential effects of authorizing the Village of Ruidoso to continue to operate four wells on National Forest System Lands. The final environmental impact statement (FEIS) documents the analysis of two action alternatives for continued authorization of ground water pumping and the no action (no pumping) alternative. In this decision I, Travis M. Mosely, Forest Supervisor of the Lincoln National Forest, as the Responsible Official, select an alternative for implementation.

The decision presented in this document addresses activities proposed on lands administered by the Forest Service for which Federal decisions are required. In this case, the Federal decision is whether or not to authorize the Village of Ruidoso's application for occupancy and use of National Forest System lands for access to their state-adjudicated water rights in the North Fork of Eagle Creek. This decision document sets forth a rationale, including how well the decision addresses the purpose and need for action, consistency with laws, regulations, management of conflicting water uses, and consideration of agency policy and jurisdiction. It also outlines the non-discretionary measures and mitigation necessary for implementation.

Background

North Fork Eagle Creek is located in the Sacramento Mountains of south-central New Mexico in Lincoln County north of the Village of Ruidoso and approximately 2.5 miles west of Alto, New Mexico (figure 1). The project area consists of approximately 5 acres of National Forest System land occupied by the Village of Ruidoso's four wells, associated infrastructure, and surrounding National Forest System land upstream from the Eagle Creek gaging station (figure 2). This area is within the North Fork Eagle Creek drainage, which totals 5.3 square miles, or approximately 3,400 acres.

The Village of Ruidoso drilled four production wells on National Forest System land along the North Fork of Eagle Creek. Three of these wells were put into service in 1988 and remain in use. The wells supply a substantial amount of the Village of Ruidoso's municipal water system. They provide, on average, a direct contribution to the Village of Ruidoso water supply ranging from 24 to 29 percent. When indirect annual contributions are added to direct contributions this increases to 36 to 43 percent. During the summer months, data show that 57 to 87 percent of total direct and indirect annual diversions can be attributable to the North Fork wells.

The permit for the operation of these wells expired on December 31, 1995. Between 1996 and 2005, the USDA Forest Service began discussions with the Office of the State Engineer, the Village of Ruidoso, and the Eagle Creek Conservation Association concerning permit renewal. In 2005, Eagle Creek Conservation Association, Inc., Gerald Ford, and Dr. William S. Midkiff filed a lawsuit based on concerns that operating these wells could be affecting streamflow in Eagle Creek. The case was dismissed in 2006 after all parties to the lawsuit signed a Stipulation Agreement, in which the Lincoln National Forest agreed to complete an environmental analysis before a new permit can be issued to the Village of Ruidoso. As part of that analysis, the agreement also requires that an independent watershed and geohydrologic study of Eagle Creek and the North Fork wells be undertaken by an entity not previously involved in the lawsuit.

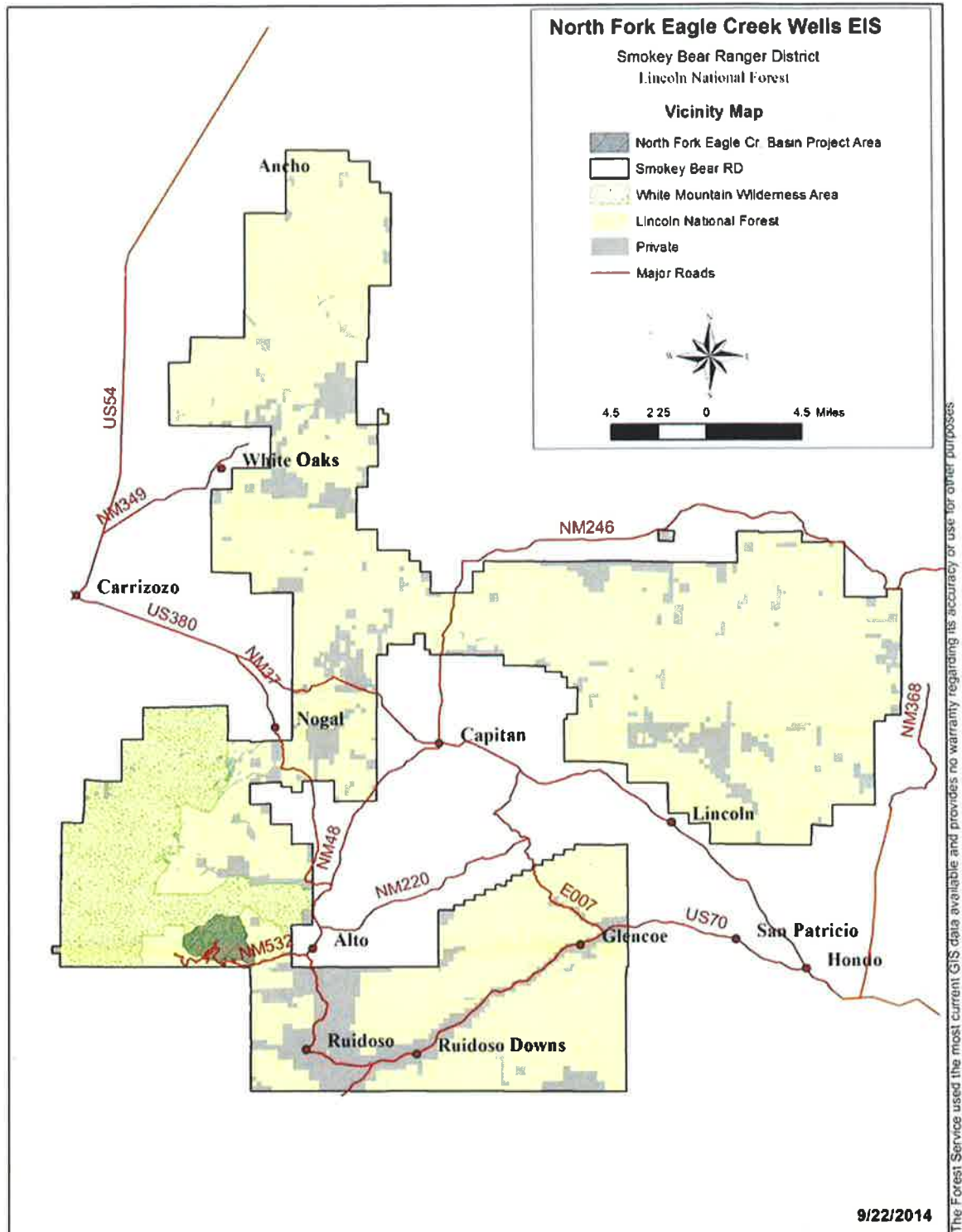


Figure 1. Project vicinity

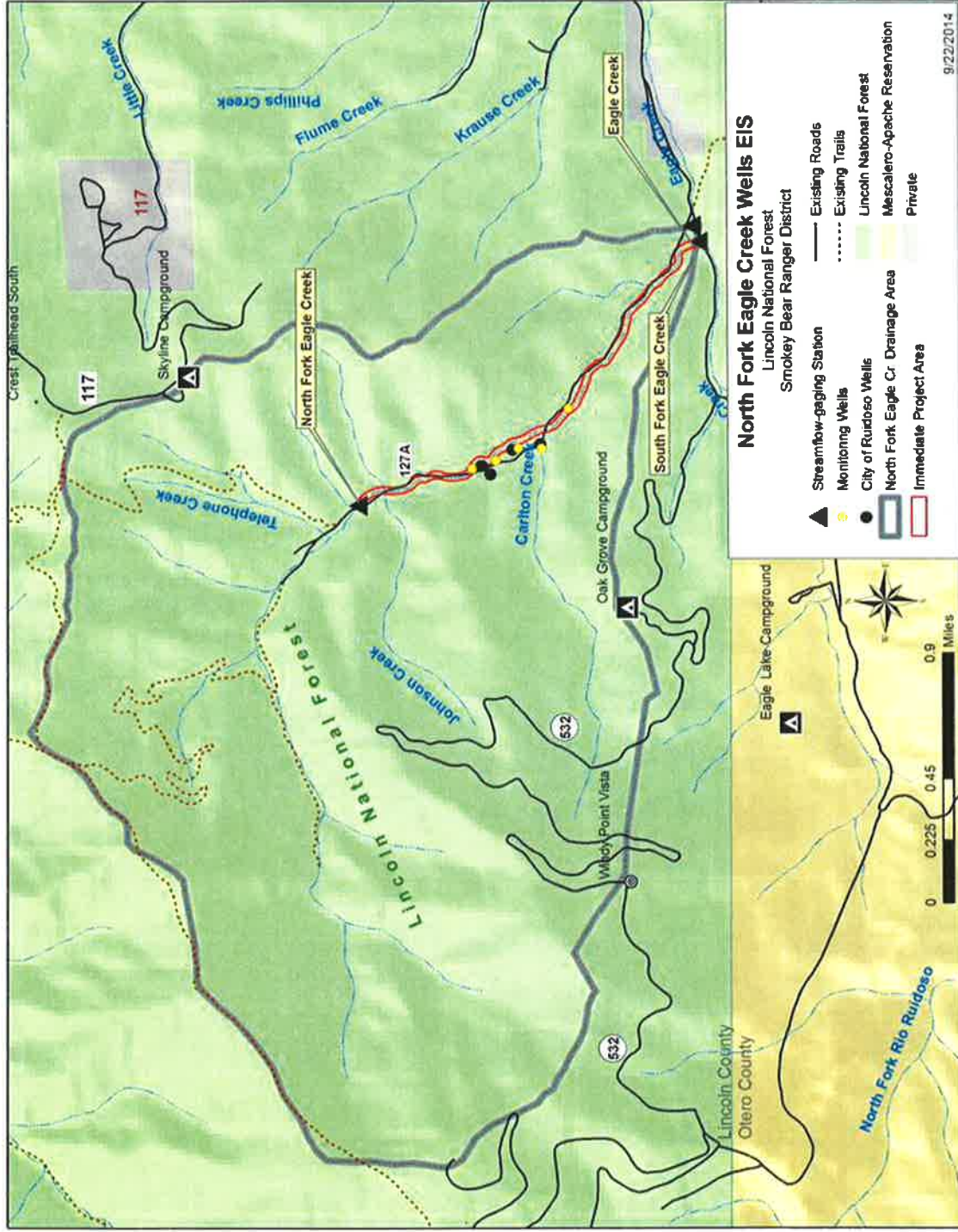


Figure 2. Project area

North Fork Eagle Creek

From 2007 to 2009 the U.S. Geological Survey conducted an independent study of the North Fork of Eagle Creek that characterizes the stream flow (Matherne, Myers and McCoy 2011). North Fork Eagle Creek is a perennial stream maintained by base flow from groundwater in its upper reaches. It becomes an intermittent stream in the 2 miles upstream from Eagle Creek gauge. Without pumping, the North Fork Eagle Creek would remain an intermittent stream below the wells. About 1,600 feet downstream of the North Fork stream gage the creek's water sinks into the stream channel alluvium and bedrock aquifer, so this stream reach lacks surface flow during dry periods, although water resurfaces from the alluvium in some downstream reaches (stretches ranging from 10 to 50 feet long). Streamflow, when present, tends to occur in reaches where there are bedrock outcrops in the channel or the alluvium is thin. Sustained flows greater than 2.2 cubic feet per second (threshold rate of 1.0 cubic feet per second loss to bedrock plus 1.2 cubic feet per second) are needed to both saturate the alluvium and maintain continuous flow in the North Fork.

Vegetation within the project area riparian corridor consists primarily of ponderosa pine and boxelder in the overstory and grass in the understory. Obligate wetland species are generally not supported by this stream based on the results of surveys conducted in 2010–2011; willows and sedges were only occasionally observed. Limited anecdotal evidence and one historic photo would indicate this reach did not support many obligate wetland vegetation species prior to well installations.

North Fork Eagle Creek provides limited streamside recreation and wildlife viewing. In the past, the North Fork was stocked with various species of trout to support a recreational fishery, although New Mexico Game and Fish likely discontinued stocking in the 1970s and 1980s due to fluctuating water levels and the quality of the habitat (Hansen, personal communication 2011).

Effects of groundwater pumping

When groundwater is pumped from the North Fork wells, a temporary decline in the water table results and creates a cone of depression in the groundwater around the wells. Pumping and streamflow are related, and pumping near a stream (generally) will cause streamflow depletion. However, the degree of connection and the nature of groundwater flow paths is complex in this area and has not been fully characterized.

During the U.S. Geological Survey study period there was less available sustained base flow than there was before the wells began pumping in 1988. Annual discharge, direct runoff, and base flow were lower during the study period (2007–2009) than before 1988 (1969–1980). Although years of below average precipitation were recorded during both time periods, there were no days of zero flow recorded at the Eagle Creek gage from 1969–1980. No-flow days were recorded in 11 years (totaling 789 days) of the 20 years analyzed after 1988, with 8 of the last 10 years having no-flow days at the gauge. No-flow days occurred during periods of both below and above average precipitation during the study period but no-flow days did not occur during periods of below average precipitation before 1988. It is important to note that the Eagle Creek gage measures flow from both North Fork and South Fork, and that the Eagle Creek gage used to be (1969–1980) at a different location further downstream along Eagle Creek. The exact position of this prior location is not known with certainty (this is described in more detail in the water resources section of chapter 3). This change of location may have some bearing on the flow comparison of the two timeframes and creates some element of uncertainty.

If the cone of depression continues to expand, it could impact water-dependent resources outside the stream corridor, such as, seeps and springs and riparian vegetation. This situation is exacerbated by the location of the wells within the stream channel, together with the apparent low storage capacity of the aquifer.

The 2012 Little Bear Fire

The June 2012 Little Bear Fire, started by lightning, burned approximately 35,300 acres within the Smokey Bear Ranger District. It affected the North Fork Eagle Creek drainage area where it burned approximately 3,380 acres of the 3,400-acre project area (or 99 percent). The drainage area burned with a mix of severities with more than a quarter of the area having a high burn severity and almost half having a low, very low, or unburned severity. Burn intensities in the riparian area (200 feet on each side of Eagle Creek) were generally low (53 percent) and unburned (47 percent).

Wildfire is widely acknowledged to be a major watershed disturbance, which potentially creates substantial changes in watershed dynamics and water balance factors. These changes are often more pronounced when these extensive, severe fires occur in coniferous mountain watersheds such as the Eagle Creek headwaters. Several hydrological aspects of the North Fork Eagle Creek watershed have been changed or are expected to change over time because of the Little Bear Fire, such as: changes in vegetation resulting in modified moisture availability and runoff, increased overland water flow and reduced infiltration, temporary increases in 'flashy' responses to rainfall and snowmelt, increased sediment and debris yields, and changes to vegetation as a result of flooding. Though the fire has caused some long term changes to the system, recovery of the North Fork riparian areas to conditions similar to those pre-fire is expected to occur within five to seven years.

Water Rights

As described in more detail in chapter 3 of the FEIS, the Village of Ruidoso (the applicant; the entity that is applying for a special use permit) owns water rights in Eagle Creek basin. In New Mexico, the Office of New Mexico State Engineer has authority to administer water rights, even on Federal land, except in the case of Federal reserved water rights (which does not apply to North Fork Eagle Creek).

In 2010, a consent order was negotiated with the Village of Ruidoso and the Office of the State Engineer to more accurately define the Village of Ruidoso's water rights in Eagle Creek. This subfile order adjudicates the groundwater rights on four wells (H-1979 through H-1982) in the total combined amount of 1,692.88 acre-feet per year at each respective point of diversion and also recognizes the Village of Ruidoso's right to place an additional 846.46 acre-feet per year into use subject to filing of proof of beneficial use by December 31, 2024. There are also 12 wells located on private lands within Eagle Creek and downstream from the aforementioned wells (H-1979 through H-1982). These wells supplement the Village of Ruidoso's water production should wells H-1979 through H-1982 fail to produce the full acre-feet amounts. The 2010 Consent Order also discusses the Village of Ruidoso's surface rights along Eagle Creek (located off National Forest System lands and adjudicated in subfile R.33). The surface diversion can be combined with supplemental water pumped from the North Fork wells to satisfy the Village of Ruidoso's surface water rights along Eagle Creek. This surface water right and supplemental groundwater pumped from the North Fork wells is in addition to and separate from the Village of Ruidoso's groundwater rights. Therefore, an additional 761.12 acre-feet per year could be pumped from the

National Forest System wells as supplemental to the Village of Ruidoso's surface water rights. This consent order is the Village of Ruidoso's adjudicated water rights as of 2014.

On October 23, 2014, the Office of the State Engineer issued a permit to the Village of Ruidoso allowing the transfer of 700.83 acre feet per year from H-1979 to the surface point of diversion at Eagle Creek and Alto Lake. The permit severed the adjudicated rights to H-1979. However, the Village of Ruidoso's municipal rights pertaining to proof of beneficial use, in the amount of 350.42 acre-feet per year, remain provable at H-1979. In addition, the Village of Ruidoso has several pending applications with the Office of the State Engineer (State of New Mexico, Office of the State Engineer, personal communication, September 2014) that could affect groundwater and surface water withdrawal along Eagle Creek.

The 2012 Little Bear Fire halted the production of both surface and groundwater diversions along Eagle Creek due to water quality and debris flow issues. The shift has created a temporary redistribution of water rights and production along the Rio Ruidoso (also impacted by water quality from the Little Bear Fire). Approved on an emergency basis by the Office of the State Engineer, the Village of Ruidoso received a temporary additional point of diversion, at the confluence of the Rio Ruidoso and Carrizo Creek, to provide water to the Grindstone Dam for use in the municipal supply. This redistribution is anticipated to be short-term in nature and historic water rights and allocation will remain as defined in the 2010 Consent Order.

While the Forest Service does not have authority to regulate water rights, the Forest Service does have authority and an affirmative responsibility to regulate use of and reasonable access to surface lands and resources.

Purpose and Need

An overarching tenet of the Forest Service mission is to provide for the wise use of natural resources, such as water, derived from National Forest System lands. Our (USDA Forest Service, Lincoln National Forest's) purpose for taking action at this time is to respond to a request by the Village of Ruidoso for authorization to access their existing wells on National Forest System lands, as a substantial component of the Ruidoso municipal water supply system that residents and visitors rely upon. There is also a compelling need to provide for the sustenance or improvement of riparian and aquatic ecosystems on National Forest System lands in the project area that may be affected by groundwater draw down from pumping these wells.

The Lincoln National Forest is to be managed to provide a favorable flow of water for users by maintaining watersheds in satisfactory condition. The Lincoln National Forest plan standards and guidelines provide that riparian areas and fish habitat are to be maintained and enhanced; and existing water rights are to be maintained and protected. Forest Service Manual and Handbook direction requires 'thoughtful and prudent' management be applied to groundwater beneath National Forest System lands as a valuable resource.

Public Involvement

We (USDA Forest Service, Lincoln National Forest) published a Notice of Intent to prepare an environmental impact statement in the Federal Register on February 3, 2011, initiating the public scoping period for this project. We held a public meeting on February 17, 2011, in Ruidoso to answer questions from the public and discuss the project and process. We received a total of 102 comment letters from the public—including agencies, organizations, individuals, and elected officials—in response to our request for input. We analyzed all of these scoping comments to

identify issues related to the proposed action and information that have been addressed in this EIS (appendix A). Based on public and internal scoping results, we identified five significant issues. These significant issues can be characterized as conflicts between resource uses and include effects of well pumping on water resources, aquatic habitat and fish, riparian vegetation, water rights, and socioeconomics.

We released the North Fork Eagle Creek Wells Special Use Authorization Project Draft Environmental Impact Statement on May 25, 2012. However, the Little Bear Fire started on June 4, 2012 and burned a substantial portion of the analysis area. Because of the substantial impact this wildfire had on the project area analyzed in the DEIS, Lincoln National Forest Supervisor Trujillo decided to stop the comment period on the DEIS and begin the process to prepare a supplemental DEIS to address the changed conditions in the project area. This was published in the Federal Register on July 20, 2012. While we discontinued the formal comment period on the DEIS, we did invite any comments on the changed conditions in the project area by September 7, 2012. During the ensuing two years many of the short-term effects of the wildfire on the project area watershed were realized and the area began to restabilize. Supplemental reports were finalized characterizing the changed conditions.

Throughout this timeframe we held meetings with the Village of Ruidoso and the Eagle Creek Conservation Association and other interested parties to discuss progress, glean relevant information and gather input.

We released a Supplemental Draft Environmental Impact Statement (DEIS) on November 14, 2014 for public comment. We published the notification of its availability for public comment in the Federal Register, and published a legal notice in the Ruidoso News. We also sent email and letter notifications to all those on the project mailing list. We requested comments within 45 days. We received several requests for extensions to the comment period and Forest Supervisor Moseley granted two additional 15-day extensions, requesting all comments be submitted no later than January 28, 2015. We received 23 responses during the 75-day public comment period for the SDEIS. Appendix E of the FEIS contains a list of the comments received and our response to the comments.

Alternatives Considered

Forest Service regulations require that an EIS “document the examination of a reasonable range of alternatives to the proposed action” (36 CFR 220.5(e)). Considering public comments, USDA Forest Service direction, internal scoping, and changed conditions resulting from the Little Bear Fire, we developed three alternatives for detailed analysis and briefly considered 30 other alternatives. The three alternatives considered in detail include a ‘no change’ alternative that would continue pumping at historic levels with no change in current management, a ‘no action’ alternative that would discontinue pumping, and the proposed action alternative. A more detailed comparison of these alternatives can be found in the EIS on pages 63-89. Alternative 2 is the environmentally preferred alternative.

Alternative 1 - Continued current pumping (Selected Alternative)

Alternative 1 is the Village of Ruidoso’s proposal as reflected in their request for a new special use permit. This alternative allows continued pumping from the North Fork well field, a continuation of current management, reflected under a new special use permit. It includes new monitoring and mitigation measures. This is the Selected Alternative and it is described in more detail in the Decision section below.

***Alternative 2 – No Action (No Pumping) – Discontinue All Pumping
(Environmentally Preferred Alternative)***

The no action alternative sets the baseline against which the effects of pumping are compared. A no action alternative is required in an EIS (40 CFR 1502.14(c)). Under the no-action alternative, the USDA Forest Service would deny a new permit for the Village of Ruidoso's North Fork well operations and maintenance. Using these four municipal water supply wells and associated monitoring wells; well house control station; underground pipeline and power line; and road access located on National Forest System land would not be authorized and would be discontinued, except those identified for future monitoring. These wells and associated facilities would be removed from service and from National Forest System lands within approximately 6–12 months of notifying the Village of Ruidoso their permit would not be reissued. National Forest System road 127A would no longer be maintained by the Village of Ruidoso.

This alternative is considered the environmentally preferred alternative. According to Forest Service regulations, “the environmentally preferable alternative is the alternative that will best promote the national environmental policy as expressed in NEPA's section 101 (42 U.S.C. 4321). Ordinarily, the environmentally preferable alternative is that which causes the least harm to the biological and physical environment; it also is the alternative which best protects and preserves historic, cultural, and natural resources” (36 CFR 220.3). Though alternative 2 would result in some short-term effects from ground disturbing activities to remove of existing infrastructure, it would also result in increased water flow and reduced no flow days in the creek in the short term. This means that eventually, the natural water balance would be restored without water extraction from the watershed, and there would be no impacts to the North Fork of Eagle Creek biological and physical environment from well pumping.

The no action alternative was not selected because it failed to meet the purpose and need to respond to the Village of Ruidoso's request for special use authorization. It would not provide for reasonable access to the existing points of diversion for their adjudicated water rights or their rights that have yet to be put to beneficial use, called inchoate water rights. These inchoate water rights are reasonably projected additional needs for the Village of Ruidoso and would be lost altogether because the opportunity to put these rights to beneficial use are associated with the particular points of diversion and are non-transferrable.

While the points of diversion for adjudicated water rights are transferable to other locations in order to enjoy the beneficial use of the water in question, it would create a great deal of uncertainty and hardship related to domestic water availability to the Village of Ruidoso and its residents. These wells provide a very high proportion of the water utilized by residents of Ruidoso. It is highly unlikely the Village would locate and possibly acquire an acceptable site, gain approval for the transfer through the New Mexico Office of the State Engineer processes, and put into production wells and associated infrastructure within the 6-12 month timeframe contemplated under this alternative. In fact the transfer at best would take years or even decades if protests and litigation ensued.

Water extraction has been well established for over thirty years and the watershed and riparian and aquatic habitats and recreational uses have likely restabilized at a new equilibrium under the existing pumping regime and it is questionable if they have changed at all. The actual water removed from this well field has averaged 721 acre-feet during its highest production years (2008-2010). During the time that diversion data was available between 2002 and 2010 an average of 569 acre-feet was pumped. The ability to realize actual production of water allowed under adjudicated and inchoate water rights, (1838.51 acre-feet), on an annual basis is unlikely

due to the practicalities of timing and amount of demand and the limitations of aquifer storage and replenishment. Also there is uncertainty as to the overall aquifer storage and replenishment and if these elements naturally limit the amount of water that can be extracted. So it is currently unclear as to whether or not it is physically possible to extract more water, and if so, what the effects to riparian and aquatic habitats would be, if any, relative to the ecological potential presumably achieved under this alternative.

Alternative 3 – Adaptive Management

Alternative 3 is similar to alternative 1 in that it would authorize continued pumping from the North Fork well heads and associated maintenance activities. However, alternative 3 would include adaptive management strategies to mitigate potential adverse impacts to surface water and ground water availability resulting from well operations. This adaptive management would be reflected in annual operating plans. This alternative would also limit water use to approximately 900 cumulative acre feet or less over any 3 consecutive water years. This limit would be adjusted based on the adaptive management triggers related to surface water flow, water table depth, and riparian vegetation (see figure 3 on page 35 of the trigger descriptions on pages 36-41 of the FEIS).

The original proposed action (alternative 3), also referred to as the adaptive management alternative, was developed in an attempt to try to balance reasonable access to the North Fork wells with opportunities to improve natural resources conditions. While it is clear from the evidence in the EIS that this alternative would increase flow and reduce dry periods on the North Fork in the short term, it is unclear that this would result in any substantial improvements in other natural resource conditions such as aquatic habitat or riparian resources. Given that the stretch of North Fork of Eagle Creek downstream of the North Fork gauge within National Forest System lands does not represent a high quality fishery or host rare species, it is difficult to justify the high financial and social costs of the adaptive management alternative without evidence of substantial benefits to natural resources.

Alternatives Considered, But Eliminated From Detailed Study

Federal agencies are required by the NEPA to rigorously explore and objectively evaluate all reasonable alternatives and to briefly discuss the reasons for eliminating any alternatives that were not developed in detail (40 CFR 1502.14).

We received comments from the public on our proposed action during the scoping period and the formal SDEIS comment period, and many of these offered suggestions for alternative methods for achieving the purpose and need. For an alternative to be analyzed in detail in an EIS, it should meet the purpose and need for action, address one or more significant issues, and reduce the potential for significant impacts. Reasonable alternatives include those that are practical or feasible from a technical and economic standpoint; they do not necessarily have to be within USDA Forest Service jurisdiction to implement. Alternatives not considered in detail in an EIS may include, but are not limited to, those that fail to meet the purpose and need, are technologically infeasible or illegal, or would result in unreasonable environmental harm.

Thirty alternatives were considered, but eliminated from detailed analysis. These alternatives and the rationale for eliminating them are described in detail in chapter 2 of the FEIS (pages 46-62).

Issues Addressed

The significant issues described below identify the nature of effects used to compare differences among alternatives. These issues and their measurement indicators are described in more detail in the FEIS, chapter 1.

1. **Water resources:** Well pumping may affect the quantity and quality of streamflow, groundwater, wetlands, springs, and seeps. Water resources over time can also be affected by climate change.
2. **Aquatic habitat:** Well pumping results in changes in the water table which may affect streamflow to varying degrees. Lowering streamflow may increase temperatures and temperature related fish mortality. Quantity, quality, and waterflow availability that mirrors natural flow patterns are important for aquatic habitat and fish. Suitable water quality and temperatures, which are partially based on water depth and channel conditions, are necessary to support fish populations. Sufficient water supplies must also be available during summer months to provide water temperatures needed for survival of aquatic species.
3. **Riparian vegetation:** Well pumping results in changes in the water table which may affect streamflow and free water availability to varying degrees. These water quantity changes could directly affect soil moisture conditions and indirectly quantity and quality of riparian vegetation requiring moist or saturated soil conditions along the stream corridor.
4. **Socioeconomics:** The effects on water available for diversion have the potential to affect local social and economic conditions. Well pumping may result in changes in groundwater and surface water availability. Limiting access to groundwater pumping has the potential to alter municipal water supply, affect streamside recreational use (public use of streams for streamside recreation, fishing, and wildlife viewing), and affect private land (availability of water for domestic wells, irrigation, aquatic and riparian habitat, and aesthetics).
5. **Water rights:** Well pumping results in changes in dynamics of groundwater and surface water. Surface water and groundwater availability are linked and are limited not only by accessible available quantities of water, but also by available water rights. Limiting access to groundwater pumping has the potential to alter municipal water supply and affect beneficial use of the Village of Ruidoso's total adjudicated water rights.

Decision and Reason for the Decision

Decision

Based upon my review of the alternatives, I have decided to implement Alternative 1 (the preferred alternative, continued pumping at historic levels), as described in chapter 2 of the FEIS.

Alternative 1 is the Village of Ruidoso's proposal as reflected in their request for a new special use permit. It reflects continued pumping from the North Fork well field and the associated infrastructure to support this use, under the terms and conditions of a new special use permit. My decision also includes nondiscretionary mitigation and monitoring measures that are not currently being conducted as part of the Village of Ruidoso's annual operating plan. The mitigation measures provide necessary protections related to ground disturbing activities for wildlife and water quality. Monitoring information is included to help better understand currently uncertain environmental effects and inform periodic permit reviews and future management.

This monitoring correlates most closely with cause-effect relationships of pumping to alluvial water depth and water depth to rooting depth of existing riparian obligate species. This monitoring will allow us to better understand the interrelationship of watershed conditions that effect water quantity and quality at the surface, alluvium and aquifers.

This alternative meets requirements under NEPA to select an alternative within the range of alternatives analyzed (36 CFR 220.4(c)). Under alternative 1, the monitoring does not trigger any change in the pumping or annual operating plan.

Description of Selected Alternative –Alternative 1

Alternative 1 is the Village of Ruidoso's proposal as reflected in their request for a new special use permit. It reflects continued pumping from the North Fork well field, a continuation of current management, reflected under a new special use permit. It includes new monitoring and mitigation measures, described in more detail below.

Municipal Well Operation and Associated Activities

The USDA Forest Service would authorize, under a new special use permit and associated operating plan, the operation and maintenance of four municipal supply water wells (three equipped and one unequipped) and associated monitoring wells; well house control station; underground pipeline and power line; and road access located in the North Fork Eagle Creek drainage on National Forest System land. The new permit would be authorized for up to 20 years, with stipulations for frequent reviews and verification of the permit terms and conditions, as detailed in an annual operating plan. The Forest Service and Village of Ruidoso would meet periodically to determine overall success of implementation and applicability of terms and conditions and determine if changes are necessary due to monitoring results. These reviews could occur as often as every year but would occur at least every 5 to 10 years. These reviews may result in adjustments to the annual operating plan or permit amendments. The existing municipal water supply system is composed of these four wells (three equipped and one unequipped) and the following associated facilities and structures which were, except for the monitoring wells, previously approved by the USDA Forest Service and constructed and installed in 1985-1986:

- Approximately 1.4 miles of 14-inch diameter underground ductile iron pipeline
- One cinder block pump control house (6 foot by 8 foot)
- Approximately 1.3 miles of underground electric power cable
- Four alluvial monitoring wells (MW-1A, MW-2A, MW-3A, and MW-5A) and one nested bedrock monitoring well (MW-1B and MW-1C) which were previously installed by the U.S. Geological Survey along the North Fork in the area of the North Fork well field to measure groundwater (figure 2).

The Village of Ruidoso would conduct periodic routine repair and maintenance to these structures as needed. Prior to any maintenance or repair, the Village of Ruidoso would contact us for approval and scheduling prior to performing the work. For this analysis, it is assumed that any ground disturbance necessary for anticipated maintenance or repair of the pipeline, control house, well, monitoring wells, or underground electric cable would be minimized with application of mitigation measures. Prior review and approval of any maintenance or repair activities would ensure any needed mitigations would be applied to minimize any potential for adverse impacts due to ground disturbance or noise (see the mitigation measures section beginning on page 16).

The Village of Ruidoso would also maintain National Forest System Road 127A from State Road 532 to the North Fork well sites. Any maintenance activities performed by the Village (including the low water crossing of National Forest System Road 127A across North Fork Eagle Creek) would only occur following review and approval by the Forest Service. Security fencing may be installed around each wellhead; the Village of Ruidoso would contact the Forest Service for approval and scheduling prior to this work being performed to ensure that any needed mitigations would be applied to minimize any potential for adverse impacts due to this ground disturbance or noise (see the mitigation measures section beginning on page 16).

We would issue a new permit with no change in existing well pumping operations. This means that pumping would continue at historic levels¹, in accordance with the Village of Ruidoso's water rights. The new permit would be issued with similar terms, conditions, and history of water use that has been in operation since 1988, as described below. While the terms and conditions of the permit would be similar to the expired permit, the new permit would adhere to the most current templates.

Based on past water use levels, water use would likely average approximately 740 acre feet per year, with highest use between March and September (ranging from a combined total of 60 to 117 acre feet per month). While it is possible that recent or future water rights transfer may affect (reduce) the pumping levels (see the water rights section in chapter 1 and 3 of the FEIS for more information on this topic), due to uncertainty of any potential transfer of rights, the analysis assumes that historic (pre-2010) pumping levels would continue. This represents a conservative or 'maximum' potential effect because pumping is likely to be less than the historic level with any transfer.

As part of the special use permit, the authorization would include an annual operating plan that the Village of Ruidoso would prepare in consultation with us. We would require the Village of Ruidoso to prepare monthly reports, with electronic reports in spreadsheet format, with the following information:

- **Well Static/Pumping Water Levels:** Water levels (static and pumping) would be collected at least once a month from the following wells within and upstream of the project area: MW-1A, B, C; MW-2A; MW-3A; and MW-5A. Where possible, data would be collected electronically via transducers and data loggers that would provide daily measurements.
- **Well Pumping Reports:** Daily pumping quantities of water from each of the North Fork wells would be reported in gallons per minute (summarized for the month).

The Village of Ruidoso would be responsible for daily operations, facilities and road maintenance (National Forest System Road 127A maintenance is the responsibility of the Village of Ruidoso from NM 532 to the gate below the summer homes) and coordinating with us on maintenance and repair projects or data collection activities.

¹ These estimates of historic water use are based on the best available information at the time of preparation of this document. We recognize that the applicant has instituted some changes in the way in which the North Fork well field is managed in conjunction with its Eagle Creek surface diversion and its water rights from the Rio Ruidoso due to the changes caused by Little Bear Fire. We recognize that these recent management adjustments are not typical and that the applicant anticipates resumption of pumping levels from the North Fork well field in a period of years when the effects of the Little Bear Fire are reduced (Atkins Engineering Associates, Inc. 2014).

The Village of Ruidoso would be required to notify us if they implement stage 5 water restrictions (stringent water conservation measures). This would prompt a joint Forest Service and Village of Ruidoso review of the annual operation plan and development of an agreement to temporarily modify well pumping if needed to address a critical water situation.

An implementation plan (with schedule, tasks, responsible parties, reporting requirements, quality control measures and costs) would also be developed.

Monitoring and Mitigation Measures

While alternative 1 (no change) is essentially continuing the Village of Ruidoso's current well operations, it does include added mitigation and monitoring measures that are not currently part of the Village of Ruidoso's annual operating plan. These would not constitute new restrictions on water availability and use; but would provide necessary protections related to ground disturbing activities for wildlife and water quality, and improved monitoring information. The following monitoring parameters are direct or indirect effects of pumping or will help to calibrate what is attributable to the pumping. Analyzed together in an integrated fashion, they will help to better characterize how the watershed is responding to water removal through pumping. Monitoring information would be used to inform discussions between the Village of Ruidoso and the Forest Service to develop annual monitoring plans and make future management decisions about this authorization.

Non-discretionary monitoring

1. **Monitoring wells: Is the depth of alluvial ground water available within the rooting zone of riparian obligate plant species?** The results of this monitoring will be used (along with proposed riparian monitoring) to assist in determining potential effects to riparian vegetation by comparing minimum rooting depths of facultative wetland species. The Village of Ruidoso will rehabilitate existing monitoring wells, and if necessary, construct new ones upstream and downstream of the well field, to ensure that only one individual water-bearing zone of interest is monitored within each screened zone. These new alluvial monitoring wells will be constructed² by the Village of Ruidoso adjacent to the North Fork of Eagle Creek, at the locations of the existing North Fork stream gage (U.S. Geological Survey 08387550) and Eagle Creek below the South Fork stream gage (U.S. Geological Survey 08387600). In order of increasing depth, the individual groundwater zones of interest in the well field area include the stream alluvium, shallower fractured and weathered zones within volcanic bedrock, and deeper bedrock zones within the same volcanic aquifer system. Well rehabilitation can include sealing off multiple completions with bentonite and grout as appropriate; or other means of isolating a source zone by adaptations of the wells already in place. In addition, deep, long-screen wells will be selected or constructed and monitored both upstream and downstream of the well field to track water table depths as part of monitoring. The screened portions of these two wells will be the same as the elevation range of the screened or open zones of the pumping wells.
2. **Slug Tests or Aquifer Pumping: What are the water holding capacities and recharge rates of respective water-bearing zones?** The results of this monitoring will be used for greater understanding of the hydrologic nature of the well field. Using the reconfigured as well as new monitoring wells completed from monitoring measure 1, the Village of Ruidoso

² Alluvial wells would be approximately 10 to 20 feet deep. Installing new wells generally consists of mobilizing a drill rig to drill the holes and casing the holes to prevent collapse.

will conduct slug tests³ or aquifer pumping tests⁴ of the individual water-bearing zones of interest at the well field. The choice of tests will ultimately depend on the time and resources available, and on conclusions reached during coordinating efforts between the Village of Ruidoso and USDA Forest Service. Comparable and contemporaneous tests will be completed for each water-bearing zone of interest, so that appropriate test results can be compared, and the hydrogeologic nature of the well field can be better understood. Surface flow observations will also be made before, during, and after the groundwater tests at selected locations along North Fork Eagle Creek.

3. **Water quality: What is the relationship of water quality to surface water quantity and the effects to aquatic species?** This monitoring measure will be used in correlation with water quantity (monitoring measures 1, 2, 4). This information will help determine effects to aquatic and riparian resources. Monthly water quality field measurements will be made by the Village of Ruidoso at all three existing surface flow gages on the North Fork, South Fork, and Eagle Creek. An additional streamflow sampling location will be identified and marked or monumented immediately below the well field, at or near existing monitoring well MW-5 or wherever surface flow frequently occurs downstream. Field sampling constituents will include water temperature, air temperature, pH, turbidity, dissolved oxygen, and specific conductance. If approved in writing by the USDA Forest Service, the frequency of sampling can be reduced to a quarterly basis or less. All data records will be filed with the Lincoln National Forest Supervisor's office on a quarterly basis during the first year, and as agreed-on thereafter.
4. **Flow and water level: What is the effect of pumping on the quantity of surface and subsurface stream flow?** This monitoring measure will be used to correlate surface and subsurface flow, flows bypassing surface stream gauges, and to generally better understand the relative amount of water flowing into and out of the well field given various pumping regimes and precipitation inputs. Daily mean flow and water level measurements will continue to be recorded or calculated by the Village of Ruidoso at the three stream gages or new monitoring wells, and at monitoring wells used in the U.S. Geological Survey program. Foundation conditions at the Eagle Creek stream gage will be ascertained, and if significant alluvial underflow occurs, then modifications will be implemented to either minimize or measure alluvial underflow past the gage. An investigation of the relationships between South Fork gage readings and the Eagle Creek gage readings will be undertaken to further understand any correlations. Rehabilitated or newly constructed wells described in monitoring measure 1 above may be substituted for existing monitoring wells as needed, and may be used to substitute for surface flow gages. Recording devices or methods, and measurement frequencies, will be determined cooperatively between the USDA Forest Service and Village of Ruidoso. If digital devices are employed, data recording time-steps and clocks will be consistent among all monitoring wells and flow gages. Time-steps will be four hours, six hours, or twelve hours and will not fluctuate. Flow or water level

³ The slug test is performed utilizing existing wells and does not typically involve any ground disturbance; it involves either removing or adding a volume of water from or to the well and measuring the rate of recovery or decline of the water level in the well. If an aquifer test is necessary, it may also be done utilizing existing wells, if they are deemed adequate with known screen intervals. A site review would be necessary prior to performing an aquifer test.

⁴ The pumping, or aquifer test involves a pumping well and one or more observation wells and pumping at a relatively constant rate for a period of time ranging from a few weeks to a couple of months (at least). The water pumped from the well during the test would need to be disposed of (e.g. released on site or hauled away).

measurements will generally correspond to water quality field data collection efforts if conducted under monitoring measure 3. Data will be reported on a monthly basis to the USDA Forest Service, U.S. Geological Survey, and the New Mexico Office of the State Engineer, and stored in a publicly available database maintained by one of these agencies as determined through further coordination and decisionmaking. Quarterly and annual data summaries and conclusions will be developed and made publically available by the Village of Ruidoso, with the USDA Forest Service acting in an agency review and approval capacity.

5. **Springs and Seeps: What are the effects of groundwater pumping on the quantity and quality of ground water emerging from seeps and springs within the area of potential effects?** This monitoring measure will be used to supplement water quantity and quality effects from pumping within the expected cone of depression. Eight springs and seeps in the North Fork Eagle Creek drainage will be identified and monitored by the Village of Ruidoso on a monthly basis for 1 year. Priority locations will be springs and seeps alongside or in the channels in the upper North Fork Eagle Creek and Carlton Canyon. Locations are shown on figure 2 (and also on figures 1 and 33-B in the water resources report, AECOM 2015). Monitoring constituents at springs will consist of common parameters including flow rate, temperature, pH, and specific conductivity. Additional water quality constituents (e.g. carbonate, bicarbonate, chloride, sulfate) will be included for springs if specified by the USDA Forest Service, and samples will then be retrieved and handled for laboratory analyses of those constituents if they are deemed necessary.
6. **Stream gradient, planform, and stability indicators: How are the geomorphic characteristics of the stream changing and what effect does it have on surface and subsurface flows and water availability within rooting zones?** This monitoring measure will be used to determine physical changes of the streambed. This will better calibrate information such as depth to water table or effects of flooding events on aquatic and riparian species and their habitat. Stream gradient, planform, and stability indicators will be monitored and documented annually by the Village of Ruidoso between June 1 and July 15 at selected and benchmarked cross-section locations along the North Fork Eagle Creek for the first 5 years. Cross-sections will be located a minimum of every 1,000 feet downstream from the existing North Fork Eagle Creek streamgage location to the Eagle Creek below South Fork streamgage location, below major tributary junctions, and at selected sharp bends. Stream channel width, bank height and angle, aggradation or degradation of sediment or debris, longitudinal profile, flow estimates, pool locations, and other selected geomorphic characteristics will be documented each year in the field by the Village of Ruidoso and submitted in an annual summary report to the USDA Forest Service that includes data forms, summary tables, photographs and figures, and interpretations. After the first 5 years of the term of the permit, The Village of Ruidoso will measure these parameters at these same locations every 3 years or less, if approved in advance by the Forest Service, between June 1 and July 15.
7. **Snowpack and Precipitation: What is the amount of water input to the system?** This monitoring measure will be used to better understand precipitation inputs and potential for groundwater recharge of Eagle Creek and its affected watershed subdivisions. Snowpack on Sierra Blanca will be monitored by the Village of Ruidoso for the permit duration through the Natural Resources Conservation Service data portal. Anticipated dry, average, or wet spring seasonal moisture conditions will be ascertained monthly and documented by monthly memoranda to the Forest Service for the months of January, February, March, and April every year. At least one precipitation gage along the North Fork Eagle Creek watershed divide will be maintained by the Village of Ruidoso for the term of the permit in cooperation with the

U.S. Geological Survey, and monthly total precipitation accumulations will be reported to the USDA Forest Service on a quarterly basis every year.

8. **Visualization Tool: How can we integrate water inputs, outputs and their respective influences on water quality to better describe and predict watershed responses to pumping?** The Village of Ruidoso will develop and apply a data-synthesis and visualization tool depicting historic and updated hydrologic conditions and management in the North Fork watershed. The purpose of this tool is to depict historic and recent pumping management with contemporaneous hydrologic states at locations within the watershed, and to inform subsequent pumping management to the extent possible. Information from this will be shared with the USDA Forest Service. The implementation can consist of a set of spreadsheets and associated graphics, a database with a graphical user interface, an adaptation of an existing non-proprietary agency tool, or a more specific numerical model. From this application, system behavior under pumping and no-pumping conditions will be better understood and predicted. Time-steps for historic and updated conditions (e.g., weekly, monthly, etc.) will be determined through coordination between the USDA Forest Service and Village of Ruidoso. If practicable, the USDA Forest Service preference will be to develop, reasonably calibrate, document, and update a site-specific groundwater computer model in a cooperative effort among the Forest Service and other selected, qualified parties representing appropriate stakeholder interests along the North Fork of Eagle Creek. Such a model will be developed and calibrated during the initial three years of the term of the permit, and used throughout the permit term to further inform adaptive management of surface and groundwater relationships along the North Fork Eagle Creek.
9. **Riparian Vegetation: What are the condition and trends of riparian vegetation and can effects be correlated to pumping?** The 2010 baseline riparian vegetation survey will be repeated every 5 years, as described in the adaptive management strategy description of alternative 3. Annual monitoring of riparian obligate tree species (e.g. willows, boxelder) and other facultative wetland species within the project area will also be used to detect short-term changes in condition and canopy cover. This monitoring will be coordinated with stream geometry and stability monitoring measure 6.

Mitigation Measures

To avoid or minimize environmental harm from the alternative, we developed the following mitigation measures to reduce environmental effects.

Wildlife and Fish

- In the event that any mechanized equipment is needed for repairing, maintaining or operating the wells and associated facilities; for fencing activities around the wells, or for monitoring or adaptive management (or for well and facility removal under alternative 2 (no pumping)); no activity will occur within 0.25 mile of the northern goshawk post-fledging area from March 1 to September 30 to minimize disturbance during the breeding season. The Village of Ruidoso will contact the Smokey Bear Ranger District for this location.
- In the event that any mechanized equipment is needed for repair, maintenance or operation activities of the wells and associated facilities, or for monitoring or adaptive management (or for well and facility removal under alternative 2 (no pumping)); no activity will occur within 0.25 mile of the adjacent protected activity center during the Mexican spotted owl breeding season (March 1–August 31).

Water, Soil, and Vegetation

- USDA Forest Service Southwestern Region best management practices (USDA Forest Service 1982) for water quality management will be applied to any ground-disturbing activities related to maintenance and operation of the wells and associated facilities, or for monitoring (or for well and facility removal under alternative 2 (no pumping)). These practices will ensure that any potential for increased soil erosion or vegetation disturbance is minimized.
- The Village of Ruidoso will be required to develop and implement a water conservation strategy as part of the terms and conditions of their special use permit and associated annual operating plan.

Cultural Resources

- If any human remains or artifacts that fall under the Native American Graves Protection and Repatriation Act guidelines are found during project activities, we will consult with all appropriate tribes.

Public Safety and Health

- The Village of Ruidoso is responsible for ensuring all wells and associated facilities are safe and do not pose a danger to public health or safety.

Decision Rationale

In making my decision, I have carefully considered the analysis completed and presented in specialist reports and the FEIS, the comments received, and the changed circumstances resulting from the Little Bear Fire. My decision rationale is presented in terms of how well the selected alternative meets the project purpose and need and how it addresses the issues, in comparison with the other alternatives. I have also considered additional factors such as uncertainty and incomplete information.

Purpose and Need

The USDA Forest Service's purpose of taking action at this time is to respond to a request by the Village of Ruidoso for authorization to access their existing wells on National Forest System lands. There is also a need to provide for conservation and sustainability of forest resources on National Forest System lands in the project area. Management objectives included:

- Recognizing the importance of the well field as a municipal water supply providing water to the Village of Ruidoso; while also encouraging water conservation, management flexibility, and opportunities for transferring water rights to locations off of National Forest System land; and
- Minimizing impacts of groundwater drawdown from well field pumping by maintaining adequate surface and groundwater flows and protecting water dependent ecosystems.

Municipal water supply

The selected alternative meets the purpose and need for recognizing the importance of the well field to the municipal water supply needs of the Village of Ruidoso by continuing to provide the current levels of ground water pumping. Over the long term (i.e., after the wildfire recovery period) average annual contributions from North Fork Eagle Creek wells would continue to provide a significant contribution (25 percent or more) to the Village of Ruidoso water supply if

current trends in total diversion relative to North Fork Eagle Creek wells diversion continue. At the same time, the Village of Ruidoso is working with stakeholders on regional water supply strategies and agreements that may result in adjustments in water supplies and conservation strategies to meet its demands, and may have less reliance on the North Fork of Eagle Creek wells in the future.

Maintaining and protecting natural resources

Given the information presented in the FEIS and the uncertainties surrounding effects to natural resources, I have determined that the purpose and need for conservation and sustainability of natural resources on the national forest is satisfied by the selected alternative. The FEIS concludes that this alternative meets this portion of the purpose and need to a lesser degree than alternative 2 and 3. However, it does maintain existing or current riparian conditions on National Forest System lands in the near term. In the long term though, this alternative may fail to meet the purpose and need as pumping has the potential to further reduce aquatic habitat and riparian vegetation due to the added effect of climate change. Climate change in and of itself is unpredictable and uncertain and if realized is likely to be incremental in nature and over a long time horizon. As such, opportunities for future adjustments to management will remain and will have the benefit of better monitoring data and baselines of comparison

In making my decision I have also considered that there are several areas of uncertainty with regard to the selected alternative that indicate the selected alternative could meet this objective. This includes the uncertainty related to the relationship between surface flows and vegetation changes. The FEIS presents a reasonable analysis of possible effects for vegetation based on deductive reasoning that greater water availability would shift species composition towards more riparian species. However, at this time the evidence is not strong that alterations to vegetation are a direct result of pumping due to a lack of baseline riparian vegetation characteristics for comparison. Limited anecdotal evidence and one historic photograph would suggest the riparian habitat looked somewhat similar to what it does today. A greater influence on the aquatic and riparian features seems to have been past flooding and the recent Little Bear Fire. In addition, the aquatic habitat and riparian vegetation that currently exist are very likely the result of the North Fork of Eagle Creek having been an intermittent stream system for many years, even prior to well pumping. The stream reach in question does not represent high quality aquatic and riparian habitat and the area is not critical to rare, sensitive, threatened or endangered species. Fish that may have existed in the past were a result of a stocking program that was ultimately discontinued presumably due, at least in part, to poorer quality habitat and seasonal water availability in the intermittent stream reach.

It should also be noted that the influence of climate change on the southwestern United States will continue to be of great concern in managing the region's water resources. Similarly, it will present challenges in balancing the needs of water use and the need to protect water-dependent natural resources. The FEIS acknowledges that the decision to continue current levels of North Fork well pumping, combined with the future effects of climate change, may mean that the purpose and need to protect natural resources (particularly surface flows, aquatic habitat, and riparian vegetation) may not be achievable in the long term, but not before adjustments could be made.

Monitoring requirements included in the selected alternative will allow me to continue monitoring natural resources conditions, which would track the achievement of this portion of the purpose and need. It would also provide information related to any changes over time which may come as a result of post-fire recovery or stressors such as climate change. Periodic review of the permit would provide an opportunity to better ascertain cause and effect relationships, resource

conditions and trends, discuss any concerns related to natural resources effects that are measured as part of the operating plan and to make adjustments in future permit decisionmaking, as needed.

Responding to Issues

In making my decision, I have considered the detailed analysis of environmental impacts presented in the FEIS chapter 3, related to the following issues. This section briefly summarizes the effects related to the issues (as presented in greater detail in chapter 3 of the FEIS). Here I describe how I have considered the magnitude of these effects and the uncertainties and unavailable information in making my decision.

Water resources

As described in chapter 3 of the FEIS (pages 100 to 150), under both the selected alternative and alternative 3, some unavoidable adverse effects to water resources are anticipated. These would be a continuation of past effects that have been generally ongoing since pumping began. With continued pumping, intermittent stream flows would continue near and downstream of the well field, creating site-specific and local impacts on flow rates and extent. A cone of depression will occur in the groundwater in the vicinity of well pumping with continued groundwater pumping. It is likely that groundwater drawdown will reduce streamflow in the North Fork and main stem Eagle Creek at some locations some of the time. Pumping may continue to create no-flow conditions. It is also anticipated that the groundwater drawdown may reduce the flow and duration of two springs within the project area. The extent and severity of natural resource impacts would vary depending on the amount of precipitation inputs, conditions under which pumping would occur and the amount of water withdrawn. There would be a greater degree of adverse effects to water resources with the selected alternative than with alternative 3 because more water may be withdrawn from the North Fork wells. All of these effects could be made more adverse in significance and duration by possible climate changes toward more extended drier conditions.

Cumulative water resources impacts from alternative 1 would involve ongoing flow reductions along Eagle Creek within the cumulative impact study area. Supplemental wells belonging to the Village on private lands downstream from the National Forest will likely continue to withdraw water in order to supplement any shortages in achieving full beneficial use of water rights associated with the wells. In the long term, these effects could be adverse, and more extensive impacts to National Forest surface resources in Eagle Creek watershed may occur. Additional water supply developments in the region, many of which are not controlled by the Village, could create further impacts to surface water, groundwater, and associated resources. In the end if realized, scarcity of water, due to over-appropriation will be governed by Prior Appropriation Doctrine as managed by the New Mexico Office of the State Engineer.

Although a substantial amount of surface water and groundwater data are available in the study area and the cumulative impact area, much of these data are sparse and have been retrieved at different times and locations and therefore are difficult to compare or consistently align. Information needed in the water resources data and analysis include water quantity and quality information for surface water and groundwater; further definition of water-bearing zone characteristics; information about springs and seeps; and a strong definition of the temporal and spatial relationships between pumping activities, groundwater levels in the various zones, and the extent, magnitudes, and durations of surface flows. This information gap prevents a thorough understanding of the hydrologic systems involved. In addition, various uncertainties still exist related to current and future recharge and groundwater availability estimates based on differences

of opinion about post-fire watershed effects and recovery. These relate primarily to the reduction of evapotranspiration losses following post-fire vegetation changes, and the amount of incoming precipitation that is partitioned to surface runoff instead of to groundwater recharge and storage.

Despite these uncertainties, we can consider the potential effects of continued reduced flow in the context of historical and current conditions. The North Fork had intermittent downstream segments prior to well pumping. Since then, well pumping has affected the flow of the creek for over 30 years. While the selected alternative does result in adverse effects to water resources other than the declared beneficial uses, the degree of effects should be considered in the context of the uncertain resource potential and the establishment of baseline conditions for the North Fork of Eagle Creek to evaluate their significance in the future.

Aquatic habitat

As described in chapter 3 of the FEIS (pages 154 to 165), there are no federally listed, proposed, or candidate fish species, nor any Regional Forester sensitive species occurring in the North Fork Eagle Creek. Historical information indicates that the North Fork never provided a high quality trout fishery and conditions appear to always have been variable from year to year. Introduced brook trout and rainbow trout are the only fish species currently documented in the portion of the North Fork between the North Fork gage and Eagle Creek gage. These brook trout populations resulted from fish stocking that occurred in the river many years prior to well pumping. It is likely that reduced flows from well pumping, among other factors (such as reductions in fish stocking or loss of manmade ponds), has further reduced the fishery potential in more recent years. In addition, there is some evidence that the ash flows and floods following the 2012 Little Bear Fire have extirpated the remaining fish population that may have persisted without stocking in the North Fork Eagle Creek.

The selected alternative would continue the current condition of reduced water levels and increased dry periods. This would maintain the currently limited opportunities for fish and aquatic habitat improvement. However, the highest quality portion of the watershed above the wells would remain unaffected by pumping. It should be noted that the North Fork of Eagle Creek is not a high priority fishery for the National Forest and New Mexico Department of Natural Resources. Still, the North Fork would continue to contribute as an important tributary to Eagle Creek and the water-dependent values it provides (including aquatic and riparian habitat and recreational opportunities).

Compared to the selected alternative, the FEIS noted that opportunities for marginal improvement to the aquatic habitat and reestablishment of recreational fishing could increase under the no pumping and adaptive management alternatives. However, those benefits are limited, particularly in the context of the naturally limited intermittent stream potential, effects of the Little Bear Fire (short term) and potential effects of climate change (long term).

Riparian vegetation

As described in chapter 3 of the FEIS (pages 165 to 177), the sparse presence of willow, Wootton's hawthorn and seven facultative wetland species indicates that the North Fork Eagle Creek maintains some moister localized microhabitats with sufficiently shallow groundwater and or soil moisture to support such species. Historical information (records and photos) suggests a similar condition existed prior to well pumping, and some evidence shows a lack of obligate wetland species one would associate with a riparian community along a perennial stream (e.g. willow and cottonwood in the overstory). As described in the above sections, this also suggests that the lower

half of the North Fork was intermittent prior to well pumping and may have provided limited habitat for wetland obligate species.

Some change has occurred as a result of the Little Bear Fire. Burn intensities in the riparian area (200 feet on each side of Eagle Creek) were low in general. A field visit on November 19, 2013 revealed that most of the riparian vegetation in the sampling area looked minimally affected by the wildfire and related indirect effects such as flooding. Some shifting of sediment and cobble may occur and channel instability has or could result in some riparian areas being buried or uprooted, but this is offset by the opportunity for some species to colonize new areas.

Though groundwater pumping would likely have no effect on periodic high flows and related fluvial processes, reductions in base flow (surface and subsurface) levels could cause this riparian area to become compositionally similar to adjacent uplands. Shifts in vegetation along riparian areas would be expected to correspond to the degree of hydrologic change. Overall, the selected alternative would either maintain current riparian vegetation condition in the project area in the short term or result in some declines due to continued reductions in water availability. Over the long term, however, climate change induced shifts toward drier conditions would result in additional stress to riparian vegetation which would experience adverse effects. These potential adverse effects may be compensated depending on how groundwater availability changes as a result of the Little Bear Fire.

This can be compared to the no pumping or adaptive management alternatives where there is some potential for increase in communities featuring facultative wetland species due to increased water availability over the current condition. However, over the long term, even these positive changes would likely be limited by the effects and stresses of climate change.

Though the effects analysis presents a reasonable conclusion based on deductive reasoning that reduced flow may have some effect on riparian vegetation composition, there is no clear site-specific evidence of a direct relationship between the two in the North Fork of the Eagle Creek. It is not possible to empirically compare current conditions to the historic pre-pumping condition as there is minimal information available. In this way, the evidence is unclear that current well pumping has affected riparian vegetation in the past. In addition, the EIS recognized that the riparian habitat in this stretch of the North Fork is and has been limited by a variety of factors. Given the limited anecdotal evidence suggesting that riparian vegetation was sparse prior to the well fields' existence, it is important to note that even when the selected alternative is compared to the no pumping alternative, the differences in predicted vegetative responses would likely be slight and difficult to detect.

Socioeconomics

As described in chapter 3 of the FEIS (pages 177 to 205), groundwater withdrawal would not be affected under the selected alternative within the limits of the Village's declared Water Rights, as it relates to North Fork Eagle Creek wells diversion. Over the short term (i.e., until watershed recovery) contributions would remain uncertain during the transitional wildfire recovery period. Over the long term (i.e., after the wildfire recovery period) average annual contributions from North Fork Eagle Creek wells could continue to provide over 25 percent of the Village of Ruidoso water supply if current trends in total diversion and North Fork Eagle Creek wells diversion continue.

According to the FEIS, the discounted present net value of costs would range from \$4.5 to \$7.2 million dollars. The present net value of costs is the total cost of the monitoring measures through

the 20 year life of the permit, including a 4 percent discount rate to adjust for changes in currency value over time. The Village of Ruidoso would pay for all monitoring measures except riparian vegetation monitoring (which would be covered by the Forest) thus their cost would be slightly less than the total. While less financially efficient than the no pumping alternative, the village would benefit from ongoing use of wells for municipal water supply. The selected alternative best meets the water supply demand, while also reducing costs over alternative 3 when factoring in the replacement costs of lost inchoate water rights (water rights yet to be put to beneficial use) due to predicted restrictions.

Quality of life as it relates to municipal water supply would remain unchanged under this alternative. In addition, quality of life associated with the quality of recreation experience would remain unchanged under this alternative. While the project area only hosts a minor amount of dispersed recreation use, under the selected alternative, it is anticipated that over the short term the quality of recreation experience would remain uncertain during the transitional wildfire recovery period. However, over the long term streamflow quantity would be the same as experienced by recreationists in the recent past and therefore recreation patterns and uses are expected to remain unchanged. Thus, under this alternative, the Lincoln National Forest would continue to support quality of life at levels experienced currently.

Water rights

As described in chapter 3 of the FEIS (pages 205 to 212), with the selected alternative, the Village of Ruidoso would have the opportunity to put to beneficial use their adjudicated water right (992.05 acre-feet) and attempt to put to beneficial use their remaining inchoate water rights (846.46 acre-feet) at the current points of diversion, which total 1,838.51 acre-feet per year. The historic rate of water production from these wells is expected to continue to provide, on average, a direct contribution to the Village of Ruidoso water supply ranging from 24 to 29 percent. When indirect annual contributions are added to direct contributions (based on factoring in diversions within the Rio Ruidoso watershed from return flow credits, described in more detail in chapter 1 and in chapter 3), this increases to 36 to 43 percent. During the summer months, data show that 57 to 87 percent of total direct and indirect annual diversions can be attributable to the North Fork wells. This is obviously a very significant and important source of water to the Village. In addition to utilizing the North Fork wells, the Village is also currently working to diversify their sources of municipal water, which may reduce reliance on water pumping from North Fork Eagle Creek and provide for greater flexibility.

Alternatives 2 and 3 would limit the Village of Ruidoso's beneficial use of their adjudicated water rights at the current diversion points in North Fork Eagle Creek. It is predicted the Village would lose altogether the opportunity to establish, or put to beneficial use, the inchoate water rights (846.46 acre-feet) as they are non-transferable. The Village would have the option, and be compelled, to file an application with the Office of the State Engineer to transfer the point of diversion to another location in order to enjoy the portion of their adjudicated water rights (992.05 acre-feet) associated with the wells. This is a State of New Mexico process that does not involve the USDA Forest Service, but as described above for alternative 2 (no pumping), can potentially be costly, time consuming and lengthy; the Office of the State Engineer has authority to approve or disapprove an application for transfer of water rights.

The availability of domestic well water downstream would likely remain unchanged under this alternative, although the potential for reduced precipitation as a result of climate change and the addition of more wells or water diversions downstream could reduce downstream water

availability. In the event of water scarcity, any effects to downstream beneficial uses are primarily an issue of State jurisdiction under Prior Appropriation Doctrine.

Incomplete or Unavailable Information

I am basing my rationale on the best available information, as presented in the FEIS. However, many uncertainties still remain regarding the hydrological systems, and in particular, how they may respond to the Little Bear Fire (as described in the Issues Addressed section above). The selected alternative includes non-discretionary monitoring that may help us reduce uncertainty over time and if necessary make adjustments to National Forest System lands access in future decisions.

Conclusion

While considering the minimization of environmental effects in conjunction with balancing the need for access to municipal water rights, I have decided to select alternative 1. Project design features and best management practices will be implemented and monitoring will occur to help minimize adverse effects.

My decision will result in some unavoidable adverse effects to the North Fork Eagle Creek. Groundwater pumping will continue to reduce stream flow and increase no flow days, resulting in limited opportunity to enhance the downstream sections of the creek. However, based on my review of the analysis, I have concluded that the continued effects of North Fork well pumping on water resources, aquatic habitat, riparian vegetation, and recreational uses, when viewed in the context of the past and existing river condition as an intermittent stream without outstanding features, are outweighed by the need to provide reasonable access to the Village of Ruidoso's for beneficial use of their adjudicated and inchoate water rights. My decision represents my best effort at resolving scientific uncertainty and controversy, the competing interests of reasonable access to water rights and protection of natural resources.

I believe all reasonable and practicable means to avoid or minimize environmental harm have been explored and adopted within the alternative selected (40 CFR 1505.2), in order to balance the need for various resource uses and provide for long-term sustainability. Water extraction has been well established for the last 30 years and the limited data gives me sufficient evidence that the riparian and aquatic habitats have not significantly changed during that time. They are not predicted to substantially change into the future.

The major environmental factor that has changed the affected environment is the Little Bear wildfire; and aside from the immediate stream morphology changes from already evident flood events; the watershed is predicted, with some level of uncertainty, to produce more water to the aquifer and surface flow due to reduced evapotranspiration. In addition, a rigorous monitoring regime will be implemented to empirically identify baseline watershed and associated habitat conditions, measure changes and explore interrelationships that are directly or indirectly correlated to the actions of the selected alternative. This information can be used in a timely manner at 5 to 10 year intervals to ascertain any need for changes in the future that may come about due to factors such as climate change or unexpected wildfire effects. The rates and degree of change to riparian and aquatic habitats are expected to be slow and incremental such that review intervals of 5 to 10 years should be sufficient to make adjustments; and at a minimum a comprehensive review upon the required permit renewal after 20 years will be sufficient to minimize or avoid long term environmental harm.

Findings Required by Other Laws and Regulations

National Environmental Policy Act

The National Environmental Policy Act requires Federal agencies to consider and disclose the effects of proposed actions that significantly affect the quality of the human environment. The FEIS analyzes the alternatives and discloses effects in conformance with the Act and its implementing regulations (40 CFR 1500 to 1509 and FSH 1909.15).

Short-term Uses and Long-term Productivity

The National Environmental Policy Act requires consideration of “the relationship between short-term uses of man’s environment and the maintenance and enhancement of long-term productivity” (40 CFR 1502.16). As declared by Congress, this includes using all practicable means and measures, including financial and technical assistance, in a manner calculated to foster and promote the general welfare, to create and maintain conditions under which man and nature can exist in productive harmony, and fulfill the social, economic, and other requirements of present and future generations of Americans (NEPA Section 101).

If the short-term use of the water resources in the North Fork is defined as the special use permit authorization period of up to 20 years, with stipulations for review and verification of the permit terms and conditions at least every 5 to 10 years, then long-term productivity would extend at least that far into the future. Under alternative 1 (no change), surface water and groundwater available for forest management (including watershed condition, riparian and aquatic habitat, and recreation) would be limited to the existing conditions or further reduced.

Unavoidable Adverse Effects

The decision includes implementation of project design features, and best management practices (Monitoring and Mitigation Measures) intended to avoid, minimize the extent of, or reduce the potential for adverse effects on the environment. However, there would be unavoidable adverse effects to water resources of the North Fork of Eagle Creek, as described above. Each section of chapter 3 of the FEIS describes the spatial and temporal context for unavoidable adverse effects predicted.

Irreversible and Irretrievable Commitments of Resources

Irreversible commitments of resources are those that cannot be regained, such as the extinction of a species or the removal of mined ore. Irretrievable commitments are those that are lost for a period of time such as the temporary loss of timber productivity in forested areas that are kept clear for use as a power line rights-of-way or road.

There are no irreversible commitments of forest resources resulting from the decision. The presence and uses of surface water or groundwater resources eventually could be returned to a prior state through subsequent management actions, subsequent precipitation and runoff, and groundwater recharge.

Under the selected alternative, ongoing substantial withdrawals by the village for municipal supply would represent irretrievable losses for other uses. Water resources and their uses could be eventually retrieved under changing management conditions.

National Forest Management Act

This decision is consistent with the intent of the forest plan's long-term goals for water resources management listed on pages 12 and 13 of the FEIS. The project was designed in conformance with forest plan standards and incorporates appropriate Forest Plan guidelines for water resources, aquatic and riparian habitat, water rights, and special use permits (Forest Plan, page 28).

Endangered Species Act

The wildlife threatened, endangered, and sensitive species section of chapter 3 of the FEIS identify threatened, endangered, candidate and proposed species in the planning area and discuss effects of the proposed action and alternatives. There would be no effect to Mexican spotted owls, owl habitat, or prey species as a result of the decision. No other federally listed species, or their suitable habitat or designated critical habitat, occur in the project area or that could potentially be affected by continuation of North Fork well operations. This decision complies fully with the laws and regulations that ensure protection of threatened, endangered, candidate and proposed species.

National Historic Preservation Act

Any actions undertaken will comply fully with the laws and regulations that ensure protection of cultural resources. There is little potential for measurable effects to cultural resources based on implementation of the alternatives; archaeological surveys have been conducted in the project area and there are no known sites within the vicinity of the wells. Under any of the alternatives the impacts of this disturbance would be adequately minimized by implementation of mitigation measures as described in chapter 2. These measures would require that the forest archaeologist be notified before any ground-disturbing activities to ensure surveys are up to date and no protection measures are needed.

This decision complies with the National Historic Preservation Act and other statutes that pertain to the protection of cultural resources.

Clean Water Act

The effects to water quality are analyzed in depth in chapter 3 of the FEIS. Any actions undertaken will comply fully with the laws and regulations that ensure protection of water quality. This decision complies with the Clean Water Act and other statutes that pertain to the protection of water quality.

Environmental Justice

Executive Order 12898 directs federal agencies to identify and address, as appropriate, any disproportionately high and adverse human health or environmental effects on low-income and minority populations. This decision is not expected to have a disproportionately high and adverse human health or environmental effect on minority or low income populations.

Other Required Disclosures

Municipal Watersheds

The availability of municipal water would remain unchanged under this decision.

American Indian Religious Freedom Act

This decision will not conflict with any religious freedom rights of any Tribal group.

American Indian Rights

This decision will not conflict with any inherent rights or treaty provisions of any Tribal group.

Congressionally Designated Areas

Wilderness: Portions of the North Fork Eagle Creek watershed are within the White Mountain Wilderness. However, the wilderness is approximately 2 miles from the immediate project area upstream from the North Fork gage and would not be affected by implementation of alternatives downstream.

Wilderness Study Areas: There are no lands designated in the planning area as wilderness study areas or recommended for wilderness classification

National Recreation Areas: There are no lands designated in the planning area as national recreation areas.

Wild and Scenic Rivers: There are no wild and scenic rivers in the planning area.

Wetlands and Floodplains (Executive Orders 11990 and 11988)

There will be no effect to wetlands from implementing this decision.

There will be no effects to floodplains (as defined in this executive order) in the planning area from implementing this decision. There are no federally-delineated floodplains in the project area (FEMA 2015).

National Landmarks

There are no National Landmarks in the planning area. Therefore, no impacts will occur for any National Landmark.

Parklands

There are no lands within the proposed planning area that will be characterized as parklands.

Prime Farmlands, Rangelands, and Forestlands

The planning area is not located in or adjacent to prime farmlands; therefore, there will be no impacts to prime farmlands. The planning area does not contain prime rangeland and none of the proposed activities in the planning area will convert rangelands to other uses. Therefore, there will be no impacts on prime rangelands. The project will not convert forestlands to other uses. All lands designated as forested will be retained and managed as forested; therefore, there will be no negative impacts on prime forestland.

Compatibility with Plans of Other Agencies

This decision is compatible with the goals and plans of other public agencies, most notably the Village of Ruidoso and with the State of New Mexico, as expressed in comments from the State Engineer.

Required permits, licenses or other authorizations

As a condition of their Forest Service permit, it is the responsibility of the Village of Ruidoso to comply with other federal, state, and local laws that regulate well pumping and associated activities.

Administrative Review

This decision is subject to objection pursuant to 36 CFR Part 218, subparts A and B. These regulations require that I prepare a draft decision for public review as part of the pre-decisional, administrative review process. A legal notice was published on September 23, 2015 announcing the release of the Final Environmental Impact Statement and Draft Record of Decision, which initiated a 45-day objection period. Individuals who submitted a comment regarding the proposed project during any designated opportunity for public comment and whose comment contained the required elements outlined in 36 CFR 218.8, were eligible to file an objection.

The project's objections Reviewing Officer, Jim Upchurch, the Deputy Regional Forester for the Southwest Region, received one objection filed by Steven Sugarman on behalf of Gerald Ford, Dr. William Midkiff, Eagle Creek Conservation Association, and WildEarth Guardians. The objectors were found eligible to file and object, with the exception of the WildEarth Guardians, who did not have standing to object because they had not previously filed specific written comments on this project. The Reviewing Official extended the objection response period to ensure adequate time to respond to objections and participate in resolution discussions.

The Reviewing Officer and Responsible Official met with a representative for the objectors on January 19, 2016. In addition, representatives for the Village of Ruidoso attended the objection resolution meeting. The meeting provided an opportunity to discuss objection points raised in accordance with 36 CFR 218.11.

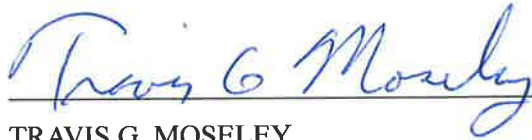
In his objection response letter, dated January 25, 2016, the Reviewing Official determined that the analysis and decision was not deficient or flawed in anyway and that modifications to the project were not needed in order to comply with applicable laws. Despite this, in an effort to continue discussions during the objection resolution meeting, the letter instructed the Forest Supervisor to delay signing the final ROD and continue in discussions with the parties if they were willing to participate and he felt the discussions continued to be productive. The Reviewing Official requested the objectors respond to the Forest Service by January 29 with specific changes they would like to see in the final ROD. The objectors did not respond by January 29, and therefore, according to the reviewing officer instructions, the Responsible Official may proceed with signing the final ROD.

Implementation

Pursuant to 36 CFR 218.12 this decision can be implemented immediately.

Contact Person

For additional information concerning this decision or the Forest Service objection process, contact Heather Noel, District Ranger, 901 Mechem Drive, Ruidoso, NM 88345, phone: 575-257-4095.



TRAVIS G. MOSELEY
Forest Supervisor
Lincoln National Forest



[DATE]

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 10.

To: Mayor Crawford and Councilors

Presenter(s): Ashlie Carabajal, Water Resource Manager
Christella Armijo, Water Resource Director

Meeting Date: March 5, 2024

Re: Discussion on Change Order No. 7 with Roper Construction to Increase the Contract Time from March 30, 2024 to April 29, 2024 for Completion of Alto 3 (H-1979-POD 5) and Alto 4 (H-1979-POD 6) Well Improvements Project.

Item Summary:

Discussion on Change Order No. 7 with Roper Construction to Increase the Contract Time from March 30, 2024 to April 29, 2024 for Completion of Alto 3 (H-1979-POD 5) and Alto 4 (H-1979-POD 6) Well Improvements Project.

Financial Impact:

There will be no financial impact.

Item Discussion:

We are requesting a change order with Roper Construction to increase the time frame for both the substantial completion date (February 29, 2024 to March 30, 2024) and the project completion date (March 30, 2024 to April 29, 2024). The reason for this change order is accommodate the electrical inspections that need to occur.

Recommendations:

To Discuss Change Order No. 7 with Roper Construction to Increase the Contract Time from March 30, 2024 to April 29, 2024 for Completion of Alto 3 (H-1979-POD 5) and Alto 4 (H-1979-POD 6) Well Improvements Project.

ATTACHMENTS:

Description

Change Order No. 7

Change Order

No. 07

Date of Issuance: February 27, 2024

Effective Date: Last Signature

Project: Alto 3 (H-1979 POD 5) and Alto 4 (H-1979 POD6) Well Improvements	Owner: Village of Ruidoso	Owner's Contract No.:
Contract: Alto 3 (H-1979 POD 5) and Alto 4 (H-1979 POD6) Well Improvements	Date of Contract: 11/28/2022	
Contractor: Roper Construction, Inc.	Engineer's Project No.: RUI223-11	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Change Order No. 7 includes a contract duration time extension. A summary of Change Order No. 7 is included in Exhibit 1.

Attachments (list documents supporting change):

Reference Exhibit 1.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 2,050,175.00

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 6:

\$ 70,965.00

Contract Price prior to this Change Order:

\$ 2,121,140.00

[Increase] [~~Decrease~~] of this Change Order:

\$ N/A

Contract Price incorporating this Change Order:

\$ 2,121,140.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 120 days (07/04/23)

Ready for final payment (days or date): 150 days (08/03/23)

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 6:

Substantial completion (days): 240 days

Ready for final payment (days): 240 days

Contract Times prior to this Change Order:

Substantial completion (days or date): 360 days (02/29/24)

Ready for final payment (days or date): 390 days (03/30/24)

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion (days or date): 30 days

Ready for final payment (days or date): 30 days

Contract Times with all approved Change Orders:

Substantial completion (days or date): 390 days (03/30/24)

Ready for final payment (days or date): 420 days (04/29/24)

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 2-27-2024

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: 02.27.2024

Date: _____

EXHIBIT 1

- Project Change Order Request for Change Order No. 7 from Roper Construction.
- Change Order No. 7 Contract Price Summary

Project Change Order Request

Project Name: Village of Ruidoso Alto 3 & Alto 4 Well Improvements
Contractor: Roper Construction, Inc.
Engineer: Molzen Corbin
Owner: Village of Ruidoso
Change Order Number: 07

Description of Change Needed: Extension of contract time by 30 calendar days.

Reason for Change: An extension of time is needed to provide adequate time to complete the project and also coordinate with NM CID and Otero Electric to complete the electrical service.

Change in Contract Price (Not including NMGRT): NONE

Change in Contract Time: Revised the sustainable completion date to add 30 calendar days and the final completion date to add 30 calendar days accordingly.

VILLAGE OF RUIDOSO
ALTO 3 (H-1979 POD5) AND ALTO 4 (H-1979 POD6) WELL IMPROVEMENTS
CHANGE ORDER NO. 6

<u>Item/Description</u>	<u>Amount (w/o Tax)</u>	<u>Additional Time, days</u>	<u>Note</u>
<u>CHANGES TO SCOPE OF WORK</u>			
Increase in Contract Time		30	Increase in contract time due to delays with Otero Electric.
Total Changes	\$ -	30	

NET CHANGE TO CONTRACT PRICE

Original Contract Price (without NMGR)	\$ 2,050,175.00
Change Order No. 1 Amount	\$ (45,000.00)
Change Order No. 2 Amount	\$ 125,000.00
Change Order No. 3 Amount	\$ -
Change Order No. 4 Amount	\$ (9,035.00)
Change Order No. 5 Amount	\$ -
Change Order No. 6 Amount	\$ -
Change Order No. 6 Contract Price	\$ 2,121,140.00

ORIGINAL CONTRACT TIME

Original Substantial Completion	July 4, 2023
Original Ready for Final Payment	August 3, 2023

CHANGE ORDER CONTRACT TIME

Change Order No. 3 Time Increase for Substantial Completion (calendar days)	90
Revised Substantial Completion	October 2, 2023
Revised Ready for Final Completion	November 1, 2023
Change Order No. 5 Time Increase for Substantial Completion (calendar days)	60
Revised Substantial Completion	December 1, 2023
Revised Ready for Final Completion	December 31, 2023
Change Order No. 6 Time Increase for Substantial Completion (calendar days)	90
Revised Substantial Completion	February 29, 2024
Revised Ready for Final Completion	March 30, 2024
Change Order No. 7 Increase for Substantial Completion (calendar days)	30
Revised Substantial Completion	March 30, 2024
Revised Ready for Final Completion	April 29, 2024

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 11.

To: Mayor Crawford and Councilors

Presenter(s): Christella Armijo, Water Resource Director
Adam Sanchez, Public Works Director

Meeting Date: March 5, 2024

Re: Discussion on Multi-Award of RFP 2024-004P On-call Professional Engineering Services for Water and Sewer System Improvements to Cobb, Fendley & Associates, Souder, Miller & Associates, and Water Works Engineers, LLC.

Item Summary:

Discussion on Multi-Award of RFP 2024-004P On-call Professional Engineering Services for Water and Sewer System Improvements to Cobb, Fendley & Associates, Souder, Miller & Associates, and Water Works Engineers, LLC.

Financial Impact:

Each project will be awarded via task order. Funding for projects will be paid from Grant, Department, SGRT and GO Bond Funds.

Item Discussion:

Four proposals were received and evaluated. The committee discussed the responses to the evaluation criteria and reference provided and collectively scored the proposals. The Evaluation Committee recommends the award of RFP 2024-004P for On-Call Professional Engineering Services for water and Sewer System Improvements to the three firms that scored the highest: Cobb, Fendley & Associates, Souder, Miller & Associates, and Water Works Engineers, LLC. To be assigned by Task Order.

Recommendations:

To Discuss Multi-Award of RFP 2024-004P On-call Professional Engineering Services for Water and Sewer System Improvements to Cobb, Fendley & Associates, Souder, Miller & Associates, and Water Works Engineers, LLC.

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 12.

To: Mayor Crawford and Councilors

Presenter(s): Christella Armijo, Water Resource Director

Meeting Date: March 5, 2024

Re: Discussion on Professional Service Agreements with Cobb-Fendley & Associates, Inc., Souder, Miller & Associates, and WaterWorks Engineers, LLC for Water and Sewer System Improvements Awarded through RFP #2024-004P.

Item Summary:

Discussion on Professional Service Agreements with Cobb-Fendley & Associates, Inc., Souder, Miller & Associates, and WaterWorks Engineers, LLC for Water and Sewer System Improvements Awarded through RFP #2024-004P.

Financial Impact:

Cost will be determined by submitted fee schedule and task order. The funds for the projects will be paid from GO Bonds, SGRT, Department Budgets and Grant Funding. There is no impact at this time.

Item Discussion:

The Village of Ruidoso conducted a multi-award RFP for On-Call Professional Services for Water and Sewer System Improvements. It is anticipated that the awards under this RFP will result in Professional Services Contracts for an initial term of one-year with the option to renew for up to three (3) additional years.

Recommendations:

To Discuss Professional Service Agreements with Cobb-Fendley & Associates, Inc., Souder, Miller & Associates, and WaterWorks Engineers, LLC for Water and Sewer System Improvements Awarded through RFP #2024-004P.

ATTACHMENTS:

Description
Cobb Fendley
SMA Contract
WaterWorks Contract

**PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR WATER AND
SEWER SYSTEM IMPROVEMENTS**

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Cobb, Fendley & Associates, Inc., hereinafter referred to as the "Consultant" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso
Department: Finance
Attn: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575.258.4343 Ext. 1081
Email: purchasing@ruidoso-nm.gov

Consultant: Cobb, Fendley & Associates, Inc.
Attn: Sean Wolfe, PG, Region Manager
Street: 3820 Academy Parkway North NE
City, State, Zip: Albuquerque, NM 87109
Phone: 505.389.4696
Email: swolfe@cobb fendley.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Consultant has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Consultant as the offeror most advantageous to the Village of Ruidoso; and

WHEREAS, all terms and conditions of the **RFP #2024-004P On-Call Professional Engineering Services for Water and Sewer System Improvements** and the Consultant's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- A. "Business Hours" means 8:00 AM to 5:00 PM Local Time.
- B. "Procuring Agency" means any state agency or local body that enters into an Agreement to procure products or services.
- C. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and

services beyond those in the original procurement shall not be added to the Products and Services Schedule.

D. "RFP" means Request for Proposals as defined in statute and rule.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to Cobb, Fendley & Associates, Inc. "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference. All tasks will be accomplished after issuance and approval of specific task orders.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit B, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed approved task order dollar amounts including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE VILLAGE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall

require all Sub-Consultants to hold the Procuring Agency harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable. The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. Term.

This agreement shall be effective March 12, 2024 through March 11, 2025, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, for three (3) additional years. In any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. Termination.

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Consultant may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Consultant's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Consultant of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Consultant's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Consultant shall submit

an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment, and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant has express written authority to do so, and then only within the strict limits of that authority.

8. Conflict of Interest; Governmental Conduct Act.

A. The Consultant represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Consultant further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant is not a business

in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Consultant is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Consultant is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Consultant is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Consultant has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Consultant has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Consultant's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. Amendment.

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Consultant shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. Merger.

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

11. Penalties for Violation of Law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities, and kickbacks.

12. Equal Opportunity Compliance.

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

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement,

Consultant acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit.

The Consultant shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

16. Invalid Term or Condition.

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

17. Enforcement of Agreement.

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

18. Non-Collusion.

In signing this Agreement, the Consultant certifies the Consultant has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

19. Succession.

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

20. Headings.

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

21. Default/Breach.

In case of Default and/or Breach by the Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring

Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. Equitable Remedies.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed \$250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

24. Employee Pay Equity Reporting.

Consultant agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Consultant also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

26. Default and Force Majeure.

The Village reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the Village, if the Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Consultant; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

27. Assignment.

The Consultant shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

28. Subcontracting.

The Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

The Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Consultant's regular business hours and upon prior written notice, the Consultant's plant or place of business, or any Sub-Consultant's plant or place of business, which is related to the performance of this Agreement.

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. Condition of Proposed Items.

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

32. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Consultant Staff Name(s)]

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Consultant's personnel assigned to the Project is reduced for any reason, Consultant shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Consultant shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Consultant shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Consultant's best and final offer; and (3) the Consultant's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. Inspection.

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Consultant shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Consultant shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

- (1) require the Consultant to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Consultant fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

- (1) by Agreement or otherwise, perform the services and charge to the Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- A. Administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be

- appropriate.
- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement.
 - C. Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
 - D. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
 - E. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5).
 - F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5).
 - G. Notice of awarding agency requirements and regulations pertaining to reporting.
 - H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.
 - I. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.
 - L. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
 - M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
 - N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Consultant shall maintain in force during the entire term of this Agreement, the following insurance coverage(s).

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers' liability: \$100,000.
- B. Professional Liability Insurance: Contractor agrees to maintain, during the term of the Agreement, Professional Liability Insurance with a minimum of One Million Dollars (\$1,000,00.00) coverage.
- C. Consultant shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Consultant. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

40. Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

SIGNATURES:

Village of Ruidoso:

Cobb, Fendley & Associates, Inc.:

Lynn D. Crawford, Mayor

Sean Wolfe, PG, Region Manager

Date: _____

Date: _____

ATTEST: _____
Jini S. Turri, Village Clerk

EXHIBIT A -DETAILED SCOPE OF WORK
EXHIBIT B-FEE SCHEDULE

EXHIBIT A – DETAILED SCOPE OF WORK

RFP #2024-004P

On-Call Professional Engineering Services for Water and Sewer System Improvements

PROJECT DESCRIPTION

The Village of Ruidoso, New Mexico is requesting proposals to provide On-Call Professional Engineering Services for Water and Sewer System Improvements, Grant Funding Consulting, Grant Searching and Application Process, Planning, Design Services, Surveying Services, Consulting, and Engineering for the Village of Ruidoso. Applicants must be a licensed professional engineer in the State of New Mexico.

The Contracting Agency is requesting proposals for professional:

Architects/Landscape Architects

- ☒ [X] Programming Phase
- ☒ [X] Schematic Phase
- ☒ [X] Design Development Phase
- ☒ [X] Construction Documents Phase
- ☒ [X] Bidding & Negotiations Phase
- ☒ [X] Construction Administration Phase
- ☒ [X] Post-Construction Phase

Surveyors

- ☒ [X] Property Boundary survey
- ☒ [X] Topographic Survey
- ☒ [X] Easement Survey
- ☒ [X] Right-of-Way Survey
- ☒ [X] Inspection Report

Engineers

- ☒ [X] Study and Report Phase
- ☒ [X] Preliminary Design Phase
- ☒ [X] Final Design Phase
- ☒ [X] Bidding & Negotiations Phase
- ☒ [X] Construction Phase
- ☒ [X] Operational Phase

Planning Studies

- ☐ [] Comprehensive Plan
- ☐ [] Strategic (i.e. issue specific)
- ☒ [X] Mapping and/or Zoning
- ☒ [X] Other Planning Tasks

Projects May Include:

- Design and construction of water and sewer system improvements
- Engineering for federal, state, NMED, EPA, Water Trust Board, and local water and sewer system improvements
- On-call engineering services necessary for providing emergency/disaster operations, damage and repair assessment and emergency recovery engineering services
- Preliminary and final engineering studies, environmental, historical reports, preliminary and final design services
- Provide engineering and technical assistance (project evaluations, field inspections and investigations, analysis, recommendation, system design, cost and time estimates, testing, reports, studies, etc.) to other professional, design and assessment services
- Provide quality control and assurance services relating to the review of project and system design documents, specifications, recommendations, and cost estimates prepared by others
- Sub-surface investigation
- System assessment, material condition review, reliability analysis, testing, and design services

- Emergency operations, damage and repair assessment and recovery engineering services to include engineering, planning, and surveying services; architectural and landscape design services; as well as administration of FEMA projects, debris reduction contracts and debris removal contracts.
- Provide the required engineering, observation, inspection, testing, and support services during the construction and/or renovation of new or existing infrastructure, facilities, buildings and building systems to ensure compliance and adherence to construction project documents.

Project Phase:

Each individual project's scope of work performed will be subject to the Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes, and resources that best fit their project's goals, objectives, and outcomes, and to assist them in developing, implementing, executing, conducting, and completing the identified project in the most cost effective and timely manner.

The project phases may include, but are not limited to:

- Programming phase;
- Conceptual design and alignment studies;
- Schematic design phase;
- Design development phase;
- Construction documents phase;
- Procurement and/or bidding phase;
- Construction phase;
- Project acceptance and close-out;
- Project 11-month warranty phase

Post Construction:

- Completing all project documentation including, but not limited to, change order summary, final detail estimate, project acceptance documentation, and claims management/resolution
- Finalize all project documents for Village or Ruidoso review and inspection
- Preparing a final construction project report as required

**PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR WATER AND
SEWER SYSTEM IMPROVEMENTS**

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Miller Engineers, Inc. dba Souder, Miller & Associates, hereinafter referred to as the "Consultant" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso
Department: Finance
Attn: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575.258.4343 Ext. 1081
Email: purchasing@ruidoso-nm.gov

Consultant: Miller Engineers, Inc. dba
Souder, Miller & Associates
Attn: Tod L. Phinney, PE, Senior VP
Street: 3500 Sedona Hills Parkway
City, State, Zip: Las Cruces, NM 88011
Phone: 505.595.7764
Email: tod.phinney@soudermiller.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Consultant has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Consultant as the offeror most advantageous to the Village of Ruidoso; and

WHEREAS, all terms and conditions of the **RFP #2024-004P On-Call Professional Engineering Services for Water and Sewer System Improvements** and the Consultant's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- A. "Business Hours" means 8:00 AM to 5:00 PM Local Time.
- B. "Procuring Agency" means any state agency or local body that enters into an Agreement to procure products or services.
- C. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and

services beyond those in the original procurement shall not be added to the Products and Services Schedule.

D. "RFP" means Request for Proposals as defined in statute and rule.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to Miller Engineers, Inc. dba Souder, Miller & Associates.
"We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference. All tasks will be accomplished after issuance and approval of specific task orders.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit B, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed approved task order dollar amounts including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall

require all Sub-Consultants to hold the Procuring Agency harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable. The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. Term.

This agreement shall be effective March 12, 2024 through March 11, 2025, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, for three (3) additional years. In any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. Termination.

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Consultant may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Consultant's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Consultant of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Consultant's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Consultant shall submit

an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment, and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant has express written authority to do so, and then only within the strict limits of that authority.

8. Conflict of Interest; Governmental Conduct Act.

A. The Consultant represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Consultant further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant is not a business

in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Consultant is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Consultant is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Consultant is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Consultant has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Consultant has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Consultant's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. Amendment.

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Consultant shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. Merger.

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

11. Penalties for Violation of Law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities, and kickbacks.

12. Equal Opportunity Compliance.

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

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement,

Consultant acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit.

The Consultant shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

16. Invalid Term or Condition.

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

17. Enforcement of Agreement.

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

18. Non-Collusion.

In signing this Agreement, the Consultant certifies the Consultant has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

19. Succession.

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

20. Headings.

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

21. Default/Breach.

In case of Default and/or Breach by the Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring

Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. Equitable Remedies.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed \$250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

24. Employee Pay Equity Reporting.

Consultant agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Consultant also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

26. Default and Force Majeure.

The Village reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the Village, if the Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Consultant; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

27. Assignment.

The Consultant shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

28. Subcontracting.

The Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

The Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Consultant's regular business hours and upon prior written notice, the Consultant's plant or place of business, or any Sub-Consultant's plant or place of business, which is related to the performance of this Agreement.

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. Condition of Proposed Items.

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

32. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Consultant Staff Name(s)] - Key project team members as noted in our proposal.

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Consultant's personnel assigned to the Project is reduced for any reason, Consultant shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Consultant shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Consultant shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Consultant's best and final offer; and (3) the Consultant's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. Inspection.

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Consultant shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Consultant shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

- (1) require the Consultant to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Consultant fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

- (1) by Agreement or otherwise, perform the services and charge to the Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- A. Administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be

- appropriate.
- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement.
 - C. Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
 - D. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
 - E. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5).
 - F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5).
 - G. Notice of awarding agency requirements and regulations pertaining to reporting.
 - H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.
 - I. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.
 - L. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
 - M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
 - N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Consultant shall maintain in force during the entire term of this Agreement, the following insurance coverage(s).

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers' liability: \$100,000.
- B. Professional Liability Insurance: Contractor agrees to maintain, during the term of the Agreement, Professional Liability Insurance with a minimum of One Million Dollars (\$1,000,00.00) coverage.
- C. Consultant shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Consultant. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

40. Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

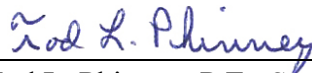
IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

SIGNATURES:

Village of Ruidoso:

**Miller Engineers, Inc. dba Souder, Miller
& Associates:**

Lynn D. Crawford, Mayor



Tod L. Phinney, P.E., Senior Vice President

Date: _____

Date: February 26, 2024

ATTEST: _____
Jini S. Turri, Village Clerk

EXHIBIT A -DETAILED SCOPE OF WORK
EXHIBIT B-FEE SCHEDULE

EXHIBIT A – DETAILED SCOPE OF WORK

RFP #2024-004P

On-Call Professional Engineering Services for Water and Sewer System Improvements

PROJECT DESCRIPTION

The Village of Ruidoso, New Mexico is requesting proposals to provide On-Call Professional Engineering Services for Water and Sewer System Improvements, Grant Funding Consulting, Grant Searching and Application Process, Planning, Design Services, Surveying Services, Consulting, and Engineering for the Village of Ruidoso. Applicants must be a licensed professional engineer in the State of New Mexico.

The Contracting Agency is requesting proposals for professional:

Architects/Landscape Architects

- ☒ [X] Programming Phase
- ☒ [X] Schematic Phase
- ☒ [X] Design Development Phase
- ☒ [X] Construction Documents Phase
- ☒ [X] Bidding & Negotiations Phase
- ☒ [X] Construction Administration Phase
- ☒ [X] Post-Construction Phase

Surveyors

- ☒ [X] Property Boundary survey
- ☒ [X] Topographic Survey
- ☒ [X] Easement Survey
- ☒ [X] Right-of-Way Survey
- ☒ [X] Inspection Report

Engineers

- ☒ [X] Study and Report Phase
- ☒ [X] Preliminary Design Phase
- ☒ [X] Final Design Phase
- ☒ [X] Bidding & Negotiations Phase
- ☒ [X] Construction Phase
- ☒ [X] Operational Phase

Planning Studies

- ☐ [] Comprehensive Plan
- ☐ [] Strategic (i.e. issue specific)
- ☒ [X] Mapping and/or Zoning
- ☒ [X] Other Planning Tasks

Projects May Include:

- Design and construction of water and sewer system improvements
- Engineering for federal, state, NMED, EPA, Water Trust Board, and local water and sewer system improvements
- On-call engineering services necessary for providing emergency/disaster operations, damage and repair assessment and emergency recovery engineering services
- Preliminary and final engineering studies, environmental, historical reports, preliminary and final design services
- Provide engineering and technical assistance (project evaluations, field inspections and investigations, analysis, recommendation, system design, cost and time estimates, testing, reports, studies, etc.) to other professional, design and assessment services
- Provide quality control and assurance services relating to the review of project and system design documents, specifications, recommendations, and cost estimates prepared by others
- Sub-surface investigation
- System assessment, material condition review, reliability analysis, testing, and design services

- Emergency operations, damage and repair assessment and recovery engineering services to include engineering, planning, and surveying services; architectural and landscape design services; as well as administration of FEMA projects, debris reduction contracts and debris removal contracts.
- Provide the required engineering, observation, inspection, testing, and support services during the construction and/or renovation of new or existing infrastructure, facilities, buildings and building systems to ensure compliance and adherence to construction project documents.

Project Phase:

Each individual project's scope of work performed will be subject to the Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes, and resources that best fit their project's goals, objectives, and outcomes, and to assist them in developing, implementing, executing, conducting, and completing the identified project in the most cost effective and timely manner.

The project phases may include, but are not limited to:

- Programming phase;
- Conceptual design and alignment studies;
- Schematic design phase;
- Design development phase;
- Construction documents phase;
- Procurement and/or bidding phase;
- Construction phase;
- Project acceptance and close-out;
- Project 11-month warranty phase

Post Construction:

- Completing all project documentation including, but not limited to, change order summary, final detail estimate, project acceptance documentation, and claims management/resolution
- Finalize all project documents for Village or Ruidoso review and inspection
- Preparing a final construction project report as required

SOUDER, MILLER & ASSOCIATES
PREFERRED PROFESSIONAL FEE SCHEDULE - EFFECTIVE January 2023

PROFESSIONAL SERVICES

Professional Staff

Principal	\$ 240.00	per hour
Senior Manager III	\$ 225.00	per hour
Senior Manager II	\$ 210.00	per hour
Senior Manager I	\$ 200.00	per hour
Senior III	\$ 190.00	per hour
Senior II	\$ 180.00	per hour
Senior I	\$ 165.00	per hour
Project III	\$ 150.00	per hour
Project II	\$ 140.00	per hour
Project I	\$ 130.00	per hour
Staff III	\$ 125.00	per hour
Staff II	\$ 120.00	per hour
Staff I	\$ 110.00	per hour

Technical Staff

Tech VIII	\$ 175.00	per hour
Tech VII	\$ 155.00	per hour
Tech VI	\$ 135.00	per hour
Tech V	\$ 120.00	per hour
Tech IV	\$ 105.00	per hour
Tech III	\$ 90.00	per hour
Tech II	\$ 80.00	per hour
Tech I	\$ 70.00	per hour
Technical Intern II	\$ 60.00	per hour
Technical Intern I	\$ 50.00	per hour
Construction Observer IV	\$ 120.00	per hour
Construction Observer III	\$ 100.00	per hour
Construction Observer II	\$ 80.00	per hour
Construction Observer I	\$ 60.00	per hour

Support Staff

Project Financial/Manager Assistant II	\$ 100.00	per hour
Project Financial/Manager Assistant I	\$ 75.00	per hour
Administrative Assistant IV	\$ 120.00	per hour
Administrative Assistant III	\$ 100.00	per hour
Administrative Assistant II	\$ 80.00	per hour
Administrative Assistant I	\$ 60.00	per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; *a complete list of expense rates is available upon request.*

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
Mileage @ \$0.67 per mile (or current IRS rate)
Per diem \$166.00 per day (or max per-diem rate per USGSA)
Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.



SOUDMIL-01

PINJE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Menicucci Insurance Agency LLC 2116 Vista Oeste NW, Bldg 5 Albuquerque, NM 87120	CONTACT NAME: Jenifer Pinckley	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: jpinckley@mianm.com	
INSURED Miller Engineers, Inc. Db a Souder, Miller & Associates 5454 Venice Ave. NE Suite D Albuquerque, NM 87113	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Fire Insurance Of Hartford	20478
	INSURER B : Continental Insurance Company	35289
	INSURER C : Valley Forge Insurance Company	20508
	INSURER D : Crum & Forster Specialty Insurance Company	44520
	INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary & Non Contri <input checked="" type="checkbox"/> X, C, U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Drone Liability	X	X	6076497447	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Occurrence/Agg \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6076497464	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	6076497450	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	6076497478	11/1/2023	11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Pollution	X	X	PKC-114721	11/1/2023	11/1/2024	Per Occ/Agg \$ 3,000,000
D	<input checked="" type="checkbox"/> Professional Liab	X	X	PKC-114721	11/1/2023	11/1/2024	Per Claim/Agg \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LIMITS OF LIABILITY SHOWN ARE THOSE IN EFFECT AT POLICY INCEPTION

The project number is: 6-VoR Water and Sewer Improv 2024 (6333174)
When required by written contract, Village of Ruidoso is listed as Additional Insured with regard to General Liability, Auto Liability and Professional Liability. Coverage is primary and non contributory. Waiver of Subrogation applies with regard to General Liability, Automobile Liability, Workers Compensation and Professional Liability in favor of Village of Ruidoso when required by written contract. Umbrella is follow form. 30 days notice of cancellation applies except for non pay then 10 applies.

CERTIFICATE HOLDER

CANCELLATION

Village of Ruidoso Attn: Procurement Managr 313 Cree Meadows Drive Ruidoso, NM 88345	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Bi M. Merino</i>

**PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR WATER AND
SEWER SYSTEM IMPROVEMENTS**

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and WaterWorks Engineers, LLC, hereinafter referred to as the "Consultant" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso
Department: Finance
Attn: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575.258.4343 Ext. 1081
Email: purchasing@ruidoso-nm.gov

Consultant: WaterWorks Engineers, LLC
Attn: Ben Lee, PE, Principal
Street: 8650 Alameda Blvd NE, Suite 103E
City, State, Zip: Albuquerque, NM 87122
Phone: 480.661.1742
Email: benl@wwengineers.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Consultant has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Consultant as the offeror most advantageous to the Village of Ruidoso; and

WHEREAS, all terms and conditions of the **RFP #2024-004P On-Call Professional Engineering Services for Water and Sewer System Improvements** and the Consultant's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- A. "Business Hours" means 8:00 AM to 5:00 PM Local Time.
- B. "Procuring Agency" means any state agency or local body that enters into an Agreement to procure products or services.
- C. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and

services beyond those in the original procurement shall not be added to the Products and Services Schedule.

D. "RFP" means Request for Proposals as defined in statute and rule.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to WaterWorks Engineers, LLC. "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference. All tasks will be accomplished after issuance and approval of specific task orders.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit B, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed approved task order dollar amounts including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall

require all Sub-Consultants to hold the Procuring Agency harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable. The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. Term.

This agreement shall be effective March 12, 2024 through March 11, 2025, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, for three (3) additional years. In any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. Termination.

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Consultant may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Consultant's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Consultant of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Consultant's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Consultant shall submit

an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment, and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant has express written authority to do so, and then only within the strict limits of that authority.

8. Conflict of Interest; Governmental Conduct Act.

A. The Consultant represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Consultant further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant is not a business

in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Consultant is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Consultant is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Consultant is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Consultant has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Consultant has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Consultant's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. Amendment.

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Consultant shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. Merger.

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

11. Penalties for Violation of Law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities, and kickbacks.

12. Equal Opportunity Compliance.

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

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement,

Consultant acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit.

The Consultant shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

16. Invalid Term or Condition.

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

17. Enforcement of Agreement.

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

18. Non-Collusion.

In signing this Agreement, the Consultant certifies the Consultant has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

19. Succession.

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

20. Headings.

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

21. Default/Breach.

In case of Default and/or Breach by the Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring

Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. Equitable Remedies.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed \$250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

24. Employee Pay Equity Reporting.

Consultant agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Consultant also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

26. Default and Force Majeure.

The Village reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the Village, if the Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Consultant; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

27. Assignment.

The Consultant shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

28. Subcontracting.

The Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

The Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Consultant's regular business hours and upon prior written notice, the Consultant's plant or place of business, or any Sub-Consultant's plant or place of business, which is related to the performance of this Agreement.

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. Condition of Proposed Items.

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

32. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Consultant Staff Name(s)]

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Consultant's personnel assigned to the Project is reduced for any reason, Consultant shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Consultant shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Consultant shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Consultant's best and final offer; and (3) the Consultant's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. Inspection.

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Consultant shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Consultant shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

- (1) require the Consultant to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Consultant fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

- (1) by Agreement or otherwise, perform the services and charge to the Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- A. Administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be

- appropriate.
- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement.
 - C. Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
 - D. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
 - E. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5).
 - F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5).
 - G. Notice of awarding agency requirements and regulations pertaining to reporting.
 - H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.
 - I. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.
 - L. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
 - M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
 - N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Consultant shall maintain in force during the entire term of this Agreement, the following insurance coverage(s).

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers' liability: \$100,000.
- B. Professional Liability Insurance: Contractor agrees to maintain, during the term of the Agreement, Professional Liability Insurance with a minimum of One Million Dollars (\$1,000,00.00) coverage.
- C. Consultant shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Consultant. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

40. Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

SIGNATURES:

Village of Ruidoso:

WaterWorks Engineers, LLC:

Lynn D. Crawford, Mayor

Ben Lee, PE, Principal

Date: _____

Date: _____

ATTEST: _____
Jini S. Turri, Village Clerk

EXHIBIT A -DETAILED SCOPE OF WORK
EXHIBIT B-FEE SCHEDULE

EXHIBIT A – DETAILED SCOPE OF WORK

RFP #2024-004P

On-Call Professional Engineering Services for Water and Sewer System Improvements

PROJECT DESCRIPTION

The Village of Ruidoso, New Mexico is requesting proposals to provide On-Call Professional Engineering Services for Water and Sewer System Improvements, Grant Funding Consulting, Grant Searching and Application Process, Planning, Design Services, Surveying Services, Consulting, and Engineering for the Village of Ruidoso. Applicants must be a licensed professional engineer in the State of New Mexico.

The Contracting Agency is requesting proposals for professional:

Architects/Landscape Architects

- ☒ [X] Programming Phase
- ☒ [X] Schematic Phase
- ☒ [X] Design Development Phase
- ☒ [X] Construction Documents Phase
- ☒ [X] Bidding & Negotiations Phase
- ☒ [X] Construction Administration Phase
- ☒ [X] Post-Construction Phase

Surveyors

- ☒ [X] Property Boundary survey
- ☒ [X] Topographic Survey
- ☒ [X] Easement Survey
- ☒ [X] Right-of-Way Survey
- ☒ [X] Inspection Report

Engineers

- ☒ [X] Study and Report Phase
- ☒ [X] Preliminary Design Phase
- ☒ [X] Final Design Phase
- ☒ [X] Bidding & Negotiations Phase
- ☒ [X] Construction Phase
- ☒ [X] Operational Phase

Planning Studies

- ☐ [] Comprehensive Plan
- ☐ [] Strategic (i.e. issue specific)
- ☒ [X] Mapping and/or Zoning
- ☒ [X] Other Planning Tasks

Projects May Include:

- Design and construction of water and sewer system improvements
- Engineering for federal, state, NMED, EPA, Water Trust Board, and local water and sewer system improvements
- On-call engineering services necessary for providing emergency/disaster operations, damage and repair assessment and emergency recovery engineering services
- Preliminary and final engineering studies, environmental, historical reports, preliminary and final design services
- Provide engineering and technical assistance (project evaluations, field inspections and investigations, analysis, recommendation, system design, cost and time estimates, testing, reports, studies, etc.) to other professional, design and assessment services
- Provide quality control and assurance services relating to the review of project and system design documents, specifications, recommendations, and cost estimates prepared by others
- Sub-surface investigation
- System assessment, material condition review, reliability analysis, testing, and design services

- Emergency operations, damage and repair assessment and recovery engineering services to include engineering, planning, and surveying services; architectural and landscape design services; as well as administration of FEMA projects, debris reduction contracts and debris removal contracts.
- Provide the required engineering, observation, inspection, testing, and support services during the construction and/or renovation of new or existing infrastructure, facilities, buildings and building systems to ensure compliance and adherence to construction project documents.

Project Phase:

Each individual project's scope of work performed will be subject to the Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes, and resources that best fit their project's goals, objectives, and outcomes, and to assist them in developing, implementing, executing, conducting, and completing the identified project in the most cost effective and timely manner.

The project phases may include, but are not limited to:

- Programming phase;
- Conceptual design and alignment studies;
- Schematic design phase;
- Design development phase;
- Construction documents phase;
- Procurement and/or bidding phase;
- Construction phase;
- Project acceptance and close-out;
- Project 11-month warranty phase

Post Construction:

- Completing all project documentation including, but not limited to, change order summary, final detail estimate, project acceptance documentation, and claims management/resolution
- Finalize all project documents for Village or Ruidoso review and inspection
- Preparing a final construction project report as required

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 13.

To: Mayor Crawford and Councilors

Presenter(s): Christella Armijo, Water Resource Director
Ashlie Carabajal, Water Resource Manager

Meeting Date: March 5, 2024

Re: Discussion on Contract with Souder, Miller, and Associates to Provide Bidding, Construction Administration, Construction Observation, Closeout and Design Engineer Coordination Services for the Upper Canyon Surface Diversion Project not to Exceed \$357,109.30, Including GRT.

Item Summary:

Discussion on Contract with Souder, Miller, and Associates to Provide Bidding, Construction Administration, Construction Observation, Closeout and Design Engineer Coordination Services for the Upper Canyon Surface Diversion Project not to Exceed \$357,109.30, Including GRT.

Financial Impact:

This contract is budgeted in SGRT's Capital Projects line item (202-211-53006) in the amount of \$357,110.

Item Discussion:

Souder, Miller and Associates will be providing project management and construction oversight services for the Upper Canyon Surface Diversion Project. They will be coordinating with Molzen-Corbin throughout this project.

Recommendations:

To Discuss Contract with Souder, Miller, and Associates to Provide Bidding, Construction Administration, Construction Observation, Closeout and Design Engineer Coordination Services for the Upper Canyon Surface Diversion Project not to Exceed \$357,109.30, Including GRT.

ATTACHMENTS:

Description
SMA Proposal

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this _____ day of March 2024 (effective date) by and between the Village of Ruidoso hereinafter referred to as the OWNER, and Miller Engineers, Inc. d/b/a Souder, Miller & Associates hereinafter referred to as the ENGINEER. This contract expires on March , 2027.

The OWNER intends to construct a Project consisting of rehabilitation of the upper canyon diversion structure

in Lincoln County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

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- ☒ Attachment I – Insurance - required
- ☐ Attachment II - Engineering Services During the Planning Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This
phase expires on _____.
- ☐ Attachment III - Engineering Services During the Design Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This
phase expires on _____.

- ☒ Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This _____ day of March, 2024
Contract Time shall be 645 calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ Attachment V - Engineering Services During the Operation Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ Attachment VI – Amendments to Agreements for Engineering Services
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ _____

SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

5. Changes

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed

in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100.00 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof. and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

12. Insurance

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

13. Environmental Condition of Site

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for

evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

SECTION B –ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

SECTION C – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate “None”)

☐ None

1. The OWNER and ENGINEER agree that the contract time identified in each Attachment to this Agreement is considered met upon substantial completion of the Work associated with each Phase. Substantial completion is understood as submittal of a final draft of the required documentation and/or completion of tasks identified for each Phase. Liquidated damages shall not apply to the time required for final review and acceptance by the OWNER and/or the Funding Agency, and time required by the ENGINEER to make minor adjustments to the Work as requested by the OWNER, State regulatory agencies, or Funding Agency. The time required by the ENGINEER to make such minor adjustments however, shall not exceed 21 days, after which time liquidated damages as identified in Section A.8 shall apply.

2. The standard rates identified within each Exhibit to the present Agreement are effective as of the date of the Agreement and will be adjusted annually and submitted to the OWNER in the month of January of each subsequent year that the Agreement remains in force, to reflect equitable changes in the compensation payable to ENGINEER. The only rate that will be adjusted automatically with or without notification is the mileage rate which is tied to the current IRS rate as of the date of each invoice.

☐ For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

☒ The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the OWNER may immediately terminate this Agreement by giving the ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. The ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

☒ This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing the ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay the ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this contract, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

3. TERMINATION

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the

termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

5. AUDIT; ACCESS TO RECORDS

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the sub-agreement is terminated for default or for convenience.

6. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.

The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
OWNER
Type Name Lynn Crawford
Title Mayor

By: _____ Date: _____
ENGINEER
Type Name Lilla J. Reid, P.E.
Title Senior Vice President
Address 3500 Sedona Hills Parkway
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$500,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

ATTACHMENT IV – Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the ____ day of March, 2024 (effective date) by and between the the Village of Ruidoso, the OWNER, and Miller Engineers, Inc. d/b/a Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this ____ day of March, 2024 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Construction Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

Bidding, Construction Administration, Construction Observation, Closeout and Design Engineer Coordination services

B. Cost Proposal – Include hourly breakdown for each task

Lump Sum (SMA):

<u>Bid Phase Services</u>	<u>\$</u>	<u>17,490.00</u>
<u>Construction Phase Services</u>	<u>\$</u>	<u>69,789.00</u>
<u>Construction Observation Services</u>	<u>\$</u>	<u>81,690.00</u>
<u>Closeout Services</u>	<u>\$</u>	<u>23,853.00</u>
<u>Total</u>	<u>\$</u>	<u>192,822.00</u>

Time and Materials (Molzen Corben - Design Engineer)

Maximum of \$148,500 (with 10% markup)

C. Reimbursable Expense Schedule

NA

D. Contract Time shall be 645 calendar days from the date of the OWNERS signature on Attachment IV. Construction phase services shall be completed and accepted by the OWNER by ____ (DATE). If construction phase services have not been completed and accepted by ____ the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Construction Phase shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING

SERVICES During the Construction Phase, as described, including reimbursable expenses shall not exceed \$188,322.00, excluding gross receipt tax.

☒ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Construction Phase, as described, shall not exceed \$148,500, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
OWNER
Type Name Lynn Crawford
Title Mayor

By: _____ Date: _____
ENGINEER
Type Name Lilla J. Reid, P.E.
Title Senior Vice President
Address 3500 Sedona Hills Parkway
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Bid, Construction and Construction Observation Services to the Village of Ruidoso (Owner) for rehabilitation of the Upper Canyon Diversion Structure. SMA proposes to complete the following scope of work.

Project Management

1. **Project Management Plan (PMP) Preparation:** SMA will prepare a PMP to outline and document the following to ensure the entire project team has information necessary for a successful project:
 - a. Project team roles and responsibilities
 - b. SMA role in the project
 - c. Subconsultants for the project
 - d. Critical issues for the project
 - e. Project scope, budget and schedule including identification of critical path items
 - f. Change management and mitigation
 - g. QAQC Plan
 - h. Risk identification and safety plan

The PMP is intended to be a living document and the PM will update the PMP throughout the project as necessary.

2. **Kick-off Meeting:** SMA will hold an internal kick-off meeting to review the PMP with all of the project team members.
3. **Ongoing Project Management:** SMA will set up project budget and files, keep project records, update PMP as necessary, and prepare monthly invoices as outlined in the contract. The fee for these monthly project management tasks is based on an estimated project duration not anticipated to exceed ten (10) months, of which not more than six (6) months are anticipated to include field activities.

Bid Phase Services

4. **Advertisement:** SMA will arrange to have the Advertisement for Bids published in one newspaper of general circulation nearest to the Owner's location two (2) times, approximately a week apart. The cost of the Advertisement is included in SMA's fee.
5. **Distribute Bid Documents:** SMA will make available electronic copies of the construction documents to interested Contractors during bidding and to local plan rooms. Contractors may obtain copies by contacting SMA to obtain access via the SMA web site. SMA will provide three (3) copies of 24" x 36" final design drawings, contract documents and technical specifications to the Contractor to whom the project is awarded.
6. **Substitution Evaluation:** SMA will subcontract with Molzen Corbin (Design Engineer) to evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by

Exhibit A

Bid, Construction Phase and Construction Observation Services

Scope of Services

bidders, provided that such proposals are allowed by the contract documents prior to award of contracts for the Work. The Design Engineer shall issue a bid addendum to allow approved “or equals” and substitutes. **This project was initially designed by Molzen Corbin, who served as the engineer of record, necessitating their role as a subconsultant to SMA for this project phase. However, it is important to note that SMA does not have control over the costs incurred by Molzen Corbin.**

7. **Answer Questions During Bidding:** SMA will subcontract with the Design Engineer to accept and answer questions from Contractors during bidding.
8. **Prepare Addenda:** If any additional information needs to be included in the construction documents, SMA will subcontract with the Design Engineer to prepare addenda and distribute these addenda to all interested Contractors, to the Owner and to the Funding Agency.
9. **Pre-bid Conference:** Prior to the bid opening, SMA will conduct a pre-bid conference to review the project and to address any outstanding issues with the construction documents. A field review of the project may be conducted during this pre-bid conference. SMA assumes that the Owner can arrange to hold the pre-bid conference at facilities that do not require any fees for their use, so no costs for facility use are included.
10. **Open Bids:** The Contractors will submit their bids to the Owner up to the bid opening deadline.
11. **Preparation of Bid Tabulation:** SMA will examine and tabulate the bids received to identify any math or extension errors.
12. **Preparation of Recommendation of Award:** SMA will examine the bid packages received for completeness. SMA will check that the Contractors are properly licensed and will verify the references for the low bidder. SMA will then make a written recommendation to the Owner for the award of the construction contract.

Construction Phase Services

1. **Project Management:** SMA will attend the Owner’s bi-weekly construction progress meetings for the project.
2. **Conform Contract Documents:** Once the Owner and Agency have approved the recommendation of award, SMA will prepare the Notice of Award for execution by the Owner and the Contractor. SMA will also prepare the contract documents for execution. Four (4) original copies will be prepared for execution by the Owner and Contractor and for concurrence by the Funding Agency. SMA will distribute the fully executed copies to the Owner, the Contractor the Funding Agency, and will keep one original.
3. **Pre-construction Conference:** SMA will conduct a pre-construction conference to address construction related issues with the Owner and Contractor. The cut-off for pay periods will be set as well as the Notice to Proceed date. SMA will prepare the Notice to Proceed for execution by the Contractor and the Owner.
4. **Submittal and Shop Drawing Review:** SMA will subcontract with the Design Engineer to review submittals and other data that the Contractor is required to submit for conformance with the information in the contract documents and compatibility with the design concept of the project as a functioning whole. Such reviews will not extend to means, methods, techniques, sequences, or

Exhibit A

Bid, Construction Phase and Construction Observation Services

Scope of Services

procedures of construction or to safety precautions and programs incident thereto. SMA will verify and document whether Contractor submittals are in accordance with the technical specifications. SMA will create and maintain a log of all submittals and shop drawings.

5. **Respond to Requests for Information:** SMA will subcontract with the Design Engineer to respond to the Contractor's Requests for Information (RFIs) in writing. SMA will create and maintain a log of all RFIs. This may include issuing necessary clarifications and interpretations of the contract documents and technical specifications as appropriate.
6. **Field Orders:** SMA will subcontract with the Design Engineer to issue any necessary field orders authorizing minor variations from the requirements of the contract documents and technical specifications.
7. **Site Visits:** SMA will make periodic visits to the site to observe the progress and quality of the various aspects of the Contractor's work. Based on the information obtained, and to the extent possible during such visits and observations, SMA will determine if the work is proceeding in accordance with the contract documents and technical specifications and will keep the Owner informed of the progress of the work. During such visits, SMA will recommend to the Owner that the Contractor's work be disapproved and rejected while it is in progress if SMA believes that such work will not produce a completed project that conforms generally to the contract documents and technical specifications or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents and technical specifications. These visits will coincide with the progress meetings. The fee is based on making six site visits [one site visit per month for the 180 calendar day construction project duration and preparing a site visit record for the Owner via email.
8. **Progress Meetings:** SMA will establish, coordinate and attend regular project meetings throughout the duration of the project. The fee is based on attending monthly meetings for the 180 calendar day construction project duration and preparing agendas and meeting minutes for these meetings.
9. **Preparation of Periodic Pay Requests:** SMA will prepare periodic pay requests for the work accomplished during the pay period as verified by the construction observer. Based on the construction observer review of applications for payment and engineer review of accompanying support documentation, SMA will recommend the amounts that the Contractor be paid. Such recommendations of payment will be based on such observations and review that, to the best of SMA's knowledge, the work has progressed to the point indicated, the quality of such work is generally in accordance with the contract documents, and the conditions precedent to the Contractor being entitled to such payment appear to have been fulfilled.
10. **Preparation of Contract Change Orders:** SMA will subcontract with the Design Engineer to recommend action on any proposed contract changes including review of proposed pricing. SMA will prepare formal change orders required for the project.
11. **Complete Acceptance Meeting:** SMA will schedule and arrange acceptance meetings when notified by the Contractor that the project is ready for acceptance. SMA will complete one (1) substantial completion acceptance meetings, prepare and distribute a "punchlist" outlining items to be addressed, and complete one (1) follow-up final completion meeting after Contractor indicates that

the “punchlist” has been completed and make a recommendation to the Owner regarding project acceptance.

Closeout Services

12. **Preparation of Close-out Documents:** At the completion of the project, SMA will complete forms, provide direction, and coordinate completion of the closeout documents required by the NMED [Funding Agency] listed below:
 - a. Certification of Substantial Completion
 - b. Engineer & Community Acceptance
 - c. Record Drawings & O&M Manuals Acceptance
 - d. Consent of Surety to Final Payment
 - e. Affidavit of Payment and Release of Liens
 - f. Labor Standards Certification
13. **Maintain Records:** SMA will maintain records of all contract documents, change orders, RFIs, pay requests, funding reimbursement requests, financial status reports, certified payroll, and design and construction documents during the entire construction period and will deliver one (1) copy of the complete project records to the Owner at the completion of construction in digital PDF format.
14. **Preparation of Record Drawings:** SMA will update the construction plans to reflect changes made during construction. Record Drawings will be prepared utilizing the project documentation provided by the Contractor. **SMA will submit the original record drawings, and three (3) hardcopies, and one digital pdf copy, and the Owner’s GIS database will be updated to include this project record data to the Owner upon completion.**
15. **Preparation of Operation and Maintenance (O&M) Manual:** SMA will prepare an O&M Manual to include operation and maintenance information provided by the manufacturer of manufactured goods installed on the project.
16. **Warranty Meeting:** SMA will schedule and arrange a warranty meeting 11 months after the substantial completion date to make recommendations to the Owner regarding corrections covered by the Contractor’s warranty that need to be completed. SMA will complete one (1) warranty meeting, prepare and distribute a “punchlist” outlining items to be addressed, and complete one (1) follow-up meeting after Contractor indicates that the “punchlist” has been completed.

Construction Observation Services

17. **Construction Observation:** SMA will provide an on-site Resident Project Representative (RPR) on a part-time basis during construction. The fee for this work was based on a construction duration of 180 calendar days and completing two inspections per week that will be coordinated with the Contractor to attempt to occur during periods when the observation will be most beneficial. SMA will coordinate with the Contractor to attempt to minimize the number of site visits and provide site visits when they are most beneficial. Please note that SMA is unable to observe errors or deficiencies while SMA personnel are not on site. during progression of construction. The fee for this work was based on a construction duration of 180 calendar days to substantial completion, and 30 calendar days between substantial completion and final completion. The fee for Construction Observation Services

Exhibit A

Bid, Construction Phase and Construction Observation Services

Scope of Services

is based on 6.5 hours on-site per day, 3 hours of travel each day, 0.5 hours for report preparation, a daily per diem of \$15, and a daily mileage reimbursement of 240 miles at \$0.655/mile. This work will include coordination of the construction schedule with the Contractor and verification of quality of work for conformance with the Construction Documents.

18. **Preconstruction Conference:** The RPR will participate in the pre-construction conference prior to commencement of work at the site.
19. **Quantity Verification:** The RPR will verify the quantities in applications for payment and accompanying support documentation and advise the engineer regarding the amounts that the Contractor should be paid.
20. **Material Verification:** While on-site, SMA will verify and document that material received is per the submittals, material installed, tested, and measured per the technical specifications.

Schedule

SMA proposes to complete the above scope of services according to the following schedule.

<u>Task</u>	<u>Duration (calendar days)</u>
Bid Phase Services	60 days from the receipt of Agency approval and Owner authorization to Bid
Construction Phase Services	180 days (ending 210 days from the construction Notice to Proceed)
Construction Observation Services	180 days (ending 210 days from the construction Notice to Proceed)
Closeout Services	420 days from construction final completion (60 days for closeout, 360 days for warranty coverage)

Compensation

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGRT). NMGRT will be added to each invoice based on the current rate at the time of billing. The budgets for the phases shown below will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date.

<u>Task</u>	<u>Cost</u>
Bid Phase Services	\$ 17,490.00
Construction Phase Services	\$ 69,789.00
Construction Observation Services	\$ 81,690.00
<u>Closeout Services</u>	<u>\$ 23,853.00</u>
Total	\$ 192,822.00

Exhibit A
Bid, Construction Phase and Construction Observation Services
Scope of Services

The budget outlined below pertains to the subcontracted work for the Design Engineer and will be invoiced based on time and materials, including a 10% markup, along with a detailed breakdown of charges. Invoices will be distributed monthly, reflecting the work completed up to that point. These budgets are separate from the fixed-price budgets allocated for Bid Phase and Construction Phase services.

<u>Task</u>	<u>Cost</u>
Design Engineer Support	\$ 148,500.00

Assumptions

SMA made the following assumptions to develop the fee for the above scope of services:

1. SMA assumes that there is no contamination on the project site. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.
2. SMA assumes that the design plans and contract documents have been reviewed and approved and that the design engineer has obtained all necessary approvals and permits and that the project is ready to be advertised. No design included are included in our scope and fee.
3. **This project was initially designed by Molzen Corbin, who served as the engineer of record, necessitating their role as a subconsultant to SMA for this project phase. SMA estimates the subcontracting costs for Molzen Corbin to be \$135,000 (including the 10% makeup to total \$148,500), enabling them to fulfill duties as the design engineer throughout construction, Molzen Corbin's proposal is attached to this amendment. Their responsibilities include substitution evaluation, addressing questions during bidding, drafting addenda, reviewing submittals and shop drawings, answering requests for information, processing field orders, and preparing contract change orders. SMA will oversee the progress and financial aspects, alerting the Owner should there be a need to adjust the budget. However, it is important to note that SMA does not have control over the costs incurred by Molzen Corbin.**
4. SMA assumes that the Owner holds titles or easements to any properties required for the project with the exception of the public rights-of-way listed above.
5. SMA assumes that the Owner has the appropriate permits needed for construction of the project or that the Contract Documents require the contractor to obtain any outstanding permits.
6. SMA assumes that the proposed improvements will have adequate space within the specified corridor to be installed. If existing utilities within the corridor prohibit the installation of the proposed improvements, SMA will alert the Owner, and the corridor will be modified, or an additional scope and fee will be negotiated with the Owner to cover the additional engineering required to mitigate the existing utilities.
7. SMA assumes that the bid opening and the preconstruction conference will either be held at SMA's offices or that the Owner can arrange to hold the meetings at facilities that do not require any fees for their use. No costs for use of a third-party facility are included in the fee.
8. SMA assumes that the construction progress meeting can be held at the Contractor's trailer or at the Owner's facilities. No costs for use of a third-party facility are included in the fee.

Exhibit A

Bid, Construction Phase and Construction Observation Services

Scope of Services

9. During construction, job site safety shall be the sole responsibility of the Contractor. SMA will not manage or control the Contractor's work with respect to means, methods, techniques, sequences or procedures, and/or safety. The Contractor will be responsible for complying with rules, laws, ordinances, codes, or orders in the execution of the work. SMA and its subconsultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.
10. SMA assumes that the Owner is familiar with the general operation and maintenance of the improvement(s) completed as part of this project and is aware of potential failure(s) should the improvement(s) not be properly operated and maintained.

Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: VOR Upper Canyon Diversion Rehab
Project Number: 6332807
Owner: Village of Ruidoso
Date of Submittal: February 26, 2024
Tax Rate on Services: 8.1875%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Bid Administration	\$ 17,490.00	\$ 1,431.99	\$ 18,921.99
Construction Administration	\$ 69,789.00	\$ 5,713.97	\$ 75,502.97
Construction Observation	\$ 81,690.00	\$ 6,688.37	\$ 88,378.37
Closeout	\$ 23,853.00	\$ 1,952.96	\$ 25,805.96
TOTALS	\$ 192,822.00	\$ 15,787.30	\$ 208,609.30

EXHIBIT C.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES

Project Description: VOR Upper Canyon Div
Project Number: 6332807
Owner: Village of Ruidoso
Date of Submittal: February 26, 2024
Tax Rate on Services: 8.1875%

Note: Figures in this table do not include tax.

Job Description	jody/lilla marty robert annie john armando eileen							Mileage	Expenses	Per Diem	Total SMA	Sub Contracts	Total Task
	Principal	Senior Manager III	Project Eng./Sci./Surv III	Staff EIT/LSIT Sci. II	Eng/CAD Surv/Field Tech V	Construc. Observer IV	Project Fin./Mgr. Asst. II						
Billing Rate per Unit	\$ 240	\$ 225	\$ 150	\$ 120	\$ 120	\$ 120	\$ 100	\$ 0.655	\$ 1.00	\$ 15			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	\$	\$	\$
Task													
Bid Administration													
Advertisement		1		3					500		\$ 1,085	\$ -	\$ 1,085
Distribute Bid Documents				2	2						\$ 480	\$ -	\$ 480
Substitution Evaluation		2		4							\$ 930	\$ -	\$ 930
Answer Questions During Bidding		2	4	8	4						\$ 2,490	\$ -	\$ 2,490
Prepare Addenda		4	8	20	8						\$ 5,460	\$ -	\$ 5,460
Pre-bid Conference		6		6				240	250	2	\$ 2,507	\$ -	\$ 2,507
Open Bids			5					240		1	\$ 922	\$ -	\$ 922
Preparation of Bid Tabulation		2		6							\$ 1,170	\$ -	\$ 1,170
Preparation of Recommendation of Award		1	2	16							\$ 2,445	\$ -	\$ 2,445
Subtotal Hours:	0	18	19	65	14	0	0	480	750	3	\$ 17,489	\$ -	\$ 17,489
Subtotal Cost:	\$ -	\$ 4,050	\$ 2,850	\$ 7,800	\$ 1,680	\$ -	\$ -	\$ 314	\$ 750	\$ 45	\$ 17,489		
Construction Administration													
Project Management Plan Preparation			2								\$ 300	\$ -	\$ 300
Kick-off Meeting		1	1	1	1	1					\$ 735	\$ -	\$ 735
Ongoing Project Management	10	24	10				10				\$ 10,300	\$ -	\$ 10,300
Bi-weekly Update Meetings			13								\$ 1,950	\$ -	\$ 1,950
Manage and coordinate subcontractor		40									\$ 9,000	\$ -	\$ 9,000
Conform Contract Documents		1	2	8							\$ 1,485	\$ -	\$ 1,485
Pre-construction Conference		6						240	150	1	\$ 1,672	\$ -	\$ 1,672
Submittal and Shop Drawing Review		4	4	16							\$ 3,420	\$ -	\$ 3,420
Respond to Requests for Information		12	12	16	8						\$ 7,380	\$ -	\$ 7,380
Field Orders		2	4	8	8						\$ 2,970	\$ -	\$ 2,970
Site Visits			36					144	600	6	\$ 6,184	\$ -	\$ 6,184
Progress Meetings		7	11								\$ 3,225	\$ -	\$ 3,225
Preparation of Periodic Pay Requests		4	7	42		4					\$ 7,470	\$ -	\$ 7,470
Preparation of Contract Change Orders		24	16	24	8						\$ 11,640	\$ -	\$ 11,640
Complete Acceptance Meeting			6	6				240	250	2	\$ 2,057	\$ -	\$ 2,057
Subtotal Hours:	10	125	124	121	25	5	10	624	1000	9	\$ 69,789	\$ -	\$ 69,789
Subtotal Cost:	\$ 2,400	\$ 28,125	\$ 18,600	\$ 14,520	\$ 3,000	\$ 600	\$ 1,000	\$ 409	\$ 1,000	\$ 135	\$ 69,789		
Construction Observation													
Construction Observation		20				520		12480	5000	52	\$ 80,854	\$ -	\$ 80,854
Preconstruction Conference						6			100	1	\$ 835	\$ -	\$ 835
Number of Visits = _52_													
Hours per Visit = _10_													
Frequency of Visits = Bi-Weekly													
Includes Pay Meeting Attendance													
Subtotal Hours:	0	20	0	0	0	526	0	12480	5100	53	\$ 81,689	\$ -	\$ 81,689
Subtotal Cost:	\$ -	\$ 4,500	\$ -	\$ -	\$ -	\$ 63,120	\$ -	\$ 8,174	\$ 5,100	\$ 795	\$ 81,689		
Total Cost of Construction Phase Services: \$ 168,968													
Closeout													
Preparation of Close-out Documents		2	4	24							\$ 3,930	\$ -	\$ 3,930
Maintain Records				16							\$ 1,920	\$ -	\$ 1,920
Preparation of Record Drawings	8	12		12	48						\$ 11,820	\$ -	\$ 11,820
Preparation of O&M Manual	4	2	4	20							\$ 4,410	\$ -	\$ 4,410
Warranty Meeting		6						240	250	1	\$ 1,772	\$ -	\$ 1,772
Subtotal Hours:	12	22	8	72	48	0	0	240	250	1	\$ 23,852	\$ -	\$ 23,852
Subtotal Cost:	\$ 2,880	\$ 4,950	\$ 1,200	\$ 8,640	\$ 5,760	\$ -	\$ -	\$ 157	\$ 250	\$ 15	\$ 23,852		

Total Cost of Additional Engineering Services during the Construction Phase: \$ 23,852

Molzen Corbin Proposal

MOLZENCORBIN

February 21, 2024

Mr. Marty Howell, P.E.
Senior Engineer
Souder, Miller & Associates (SMA)
3500 Sedona Hills Parkway
Las Cruces, New Mexico 88011

**RE: SMA – Village of Ruidoso –
Upper Canyon Surface Diversion Rehabilitation
Proposal for Construction Administration Support**

SMA231-21

Dear Mr. Howell:

Molzen Corbin (MC) is pleased to present this Proposal for the Professional Engineering Services on the above-referenced project.

SCOPE OF SERVICES

Bid Phase Services:

- Substitution Evaluation: MC will assist SMA with the acceptability of “or equals” and substitute materials and equipment proposed by Bidders, provided that such proposals are allowed by the Contract Documents prior to award of Contracts for the Work.
- Answer Questions During Bidding: MC will assist SMA with questions from Contractors during Bidding.
- Prepare Addenda: If any additional information needs to be included in the Construction Documents, MC will assist SMA with Addenda.

Construction Phase Services:

- Submittal and Shop Drawing Review: MC will assist SMA in the review of submittals and other data that the Contractor is required to submit for conformance with the information in the Contract Documents and compatibility with the design concept of the project as a functioning whole. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. MC will assist SMA in the verification and documentation of whether Contractor submittals are in accordance with the Technical Specifications. MC will assist SMA in the creation and maintenance of a log of submittals and Shop Drawings.

Mr. Marty Howell, P.E.
February 21, 2024
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- Respond to Requests for Information: MC will assist SMA in responses to the Contractor's Requests for Information (RFIs) in writing. MC will assist SMA in the creation and maintenance of a log of RFIs. This may include assistance with issuing necessary clarifications and interpretations of the Contract Documents and Technical Specifications as appropriate.
- Field Orders: MC will assist SMA in the issuance of Field Orders authorizing minor variations from the requirements of the Contract Documents and Technical Specifications.
- Preparation of Contract Change Orders: MC will assist SMA to recommend action on any proposed Contract changes including review of proposed pricing. MC will assist SMA in the preparation of formal Change Orders required for the project.
- Assistance with Project Close-Out.
- Assistance with Record Drawings.

It is understood and agreed that all services being provided by MC are directed by and coordinated through SMA.

COMPENSATION

We propose to perform the Work described above on a Time and Materials basis based on our current Standard Billing Rates (enclosed). We anticipate an effort in the range of \$85,000.00 to \$135,000.00.

If you have any questions or require additional information, please contact Mr. Steve Morrow, P.E. at 505.242.5700.

Sincerely,

MOLZEN CORBIN



Kevin W. Eades, P.E.
Chief Executive Officer

SM:scc
Enclosure

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF FEBRUARY 1, 2024

DEPARTMENT	BILLING CATEGORIES	2023 RATES
<i>Architectural</i>	Senior Principal Architect	273
	Principal Architect	252
	Senior Architect	210
	Project Architect	168
	Registered Architect	158
	Intern Architect 2	121
	Intern Architect 1	95
	Senior Architectural Designer	142
	Architectural Designer I	137
	Planner	111
	Landscape/Irrigation Designer	111
<i>Civil Engineering</i>	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	231
	Project Engineer	189
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	131
	Senior Civil Design Specialist	173
	Engineering Design Specialist	147
	Senior Engineering Design Tech	153
	Engineering Design Tech	116
	Associate Engineering Design Tech	95
<i>Electrical Engineering</i>	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	210
	Project Engineer	184
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	126
	Engineering Design Specialist	147
	Engineering Design Tech	116
	Associate Engineering Design Tech	95
<i>Mechanical</i>	Senior Mechanical Engineer	195

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF FEBRUARY 1, 2024

Water Resource Engineering	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	231
	Project Engineer	184
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	131
	Sr. Engineering Design Specialist	168
	Engineering Design Specialist	142
	Engineering Design Tech	116
	O & M Specialist	116
	Associate Engineering Design Tech	95
CADD / Survey	CADD Operator II	84
	CADD Operator I	74
	Survey Technician	111
	Two Person Survey Crew	2221
	Two Person GPS Survey Crew	247
	Licensed Surveyor	231
Construction Observation	Senior Observer/Manager	111
	Senior Observer	105
	Observer	100
Administration	Administrative Aide II	79
	Administrative Aide I	58
	Administrative Support	105
	Grants/Technical Administrator	116
	Computer Technician	126
	Senior Technical Writer / Editor	100

Miscellaneous Expenses

Copies	Per Copy	\$0.11
Color Copies	Per 8 1/2 x 11 Copy	\$1.00
Color Copies	Per 11 x 17 Copy	\$2.00
Prints/Plots(24x36)	Per Sheet	\$3.00
Mileage	Per Mile (per IRS)	
Sub-Consultants	Cost x 1.1	

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 14.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director

Meeting Date: March 5, 2024

Re: Discussion on Revised Sewer Line Maintenance Agreement for the Joint Interceptor Crossing at US Highway 70 Between the Village of Ruidoso and the City of Ruidoso Downs to Include Cardinal Drive and Swallow Drive.

Item Summary:

Discussion on Revised Sewer Line Maintenance Agreement for the Joint Interceptor Crossing at US Highway 70 Between the Village of Ruidoso and the City of Ruidoso Downs to Include Cardinal Drive and Swallow Drive.

Financial Impact:

No financial impact.

Item Discussion:

The Joint Utility Board (JUB) reviewed the revision to the Sewer Line Maintenance Agreement for the Joint Interceptor Crossing and recommended that Village Council Review the Agreement and Vote to Approve/Disapprove.

Recommendations:

To Discuss Revised Sewer Line Maintenance Agreement for the Joint Interceptor Crossing at US Highway 70 Between the Village of Ruidoso and the City of Ruidoso Downs to Include Cardinal Drive and Swallow Drive.

ATTACHMENTS:

Description
Agreement

SEWER LINE MAINTENANCE AGREEMENT

THIS SEWER LINE MAINTENANCE AGREEMENT, (hereinafter the "Agreement") is entered into by and between the City of Ruidoso, (hereinafter "City"), the Village of Ruidoso (hereinafter "Village") (collectively, hereinafter referred to as the "Parties") to be effective upon the signature of the governing bodies of each of the Parties.

WHEREAS, the Village and the City entered into that certain Joint Powers Agreement on or about the 3rd day of July, 1974 forming a Joint Use Board for the implementation of planning, construction and regional control of wastewater treatment facilities; and

WHEREAS, the City and the Village thereafter constructed and now operate a regional wastewater treatment plant (RWWTP); and

WHEREAS, there exists along Cardinal Drive within the city limits of the City of Ruidoso Downs a sewer line connecting several lots within the City of Ruidoso Downs and the Village of Ruidoso to the main interceptor line that connects to the RWWTP (hereinafter "the Cardinal Drive sewer line"); and

WHEREAS, the Cardinal Drive sewer line stops at or immediately before the city limits of the City and the Village; and

WHEREAS, there are approximately twenty (20) lots located within the city limits of the City of Ruidoso Downs that are or can be connected to the Cardinal Drive sewer line; and

WHEREAS, there are approximately sixty (60) lots located within the village limits of the Village of Ruidoso that are or can be connected to the Cardinal Drive sewer line; and

WHEREAS, the governing bodies of both municipalities have agreed that connecting the lots within the village limits of the Village of Ruidoso to the Cardinal Drive sewer line would increase efficiencies and improve the health, safety, and welfare of the residents of both municipalities; and

WHEREAS, the governing bodies of both municipalities desire to enter into this agreement to allow residents of the Village to connect to the Cardinal Drive sewer line.

WHEREAS, the governing bodies of both municipalities have agreed that all costs associated with the extension and maintenance of the Cardinal Drive sewer line shall be shared according to the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The City of Ruidoso Downs shall grant to the Village of Ruidoso right-of-way access for the connection of lots located within the Village to the Cardinal Drive sewer line.
2. Application for connection of any lots to the Cardinal Drive sewer line shall require the signature of the Village Manager or the Public Works Director of the Village of Ruidoso and the signature of the City Clerk or Public Works Director for the City of Ruidoso Downs. All connections shall be reported to the Chair of the Joint Use Board prior to connecting to the Cardinal Drive sewer line. Approval from the City or the Village for additional connections to the Cardinal Drive sewer line shall not be unreasonably withheld.
3. The Village may connect up to seventy-four (74) residential and commercial lots to the Cardinal Drive sewer line and the City may connect up to twenty-three (23) residential and commercial lots to the Cardinal Drive sewer line. In the event that the Village or the City identifies additional lots that can be connected to the Cardinal Drive sewer line, such lots may be connected to the Cardinal Drive sewer line upon the approval of the Joint Use Board, which approval shall not be unreasonably withheld.
4. The Village shall pay for all costs associated with connection of additional lots to the Cardinal Drive sewer line in the Village limits and the City shall pay for all costs associated with connections of additional lots to the Cardinal Drive sewer line in the City limits.
5. The Village and the City shall share the costs of maintenance of the Cardinal Drive sewer line on a proportional basis according to potential number of lots in each municipality that are connected to the Cardinal Drive sewer line. Upon the execution of this Agreement, the Village shall bear seventy-five percent (75%) of the costs of maintenance of the Cardinal Drive sewer line and the City shall bear twenty-five percent (25%) of the costs of maintenance of the Cardinal Drive sewer line. In the event that additional lots are identified within the Village or the City that can be connected to the Cardinal Drive sewer line, the proportionate share of maintenance costs may be adjusted upon agreement of the parties.
6. The Village or the City may use its equipment and labor as in-kind payment for the costs of maintenance of the Cardinal Drive sewer line.
7. By entering into this Agreement, the Village, City and their public employees as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability pursuant to law. No provision in the Agreement shall be interpreted to modify or waive any provisions of the New Mexico Tort Claims Act, supra.
8. Each Party agrees to indemnify the other against all liability, demands, claims, suits, losses, damages, causes of action or judgments, including costs, attorneys'

and witness fees and expenses incident thereto for injury to persons or property arising out of its performance of duties under this Agreement.

9. Any covenant, term, agreement or condition contained herein which is held to be invalid by any court of competent jurisdiction shall be considered deleted from this, but such deletion shall in no manner affect any other covenant, term, agreement or condition herein contained, so long as such deletion does not materially prejudice the City or the Village in their respective rights contained in the valid covenants, terms, agreements or conditions of this Agreement.
10. This instrument contains the entire agreement between the parties. No statements, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by all parties.
11. This Agreement shall be construed according to the laws of the State of New Mexico, and the District Court of the Twelfth Judicial District shall be the appropriate forum and venue for any litigation between the parties hereto.
12. This Agreement may be terminated by the parties pursuant to the terms and conditions of an additional written agreement as contemplated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year hereinabove written.

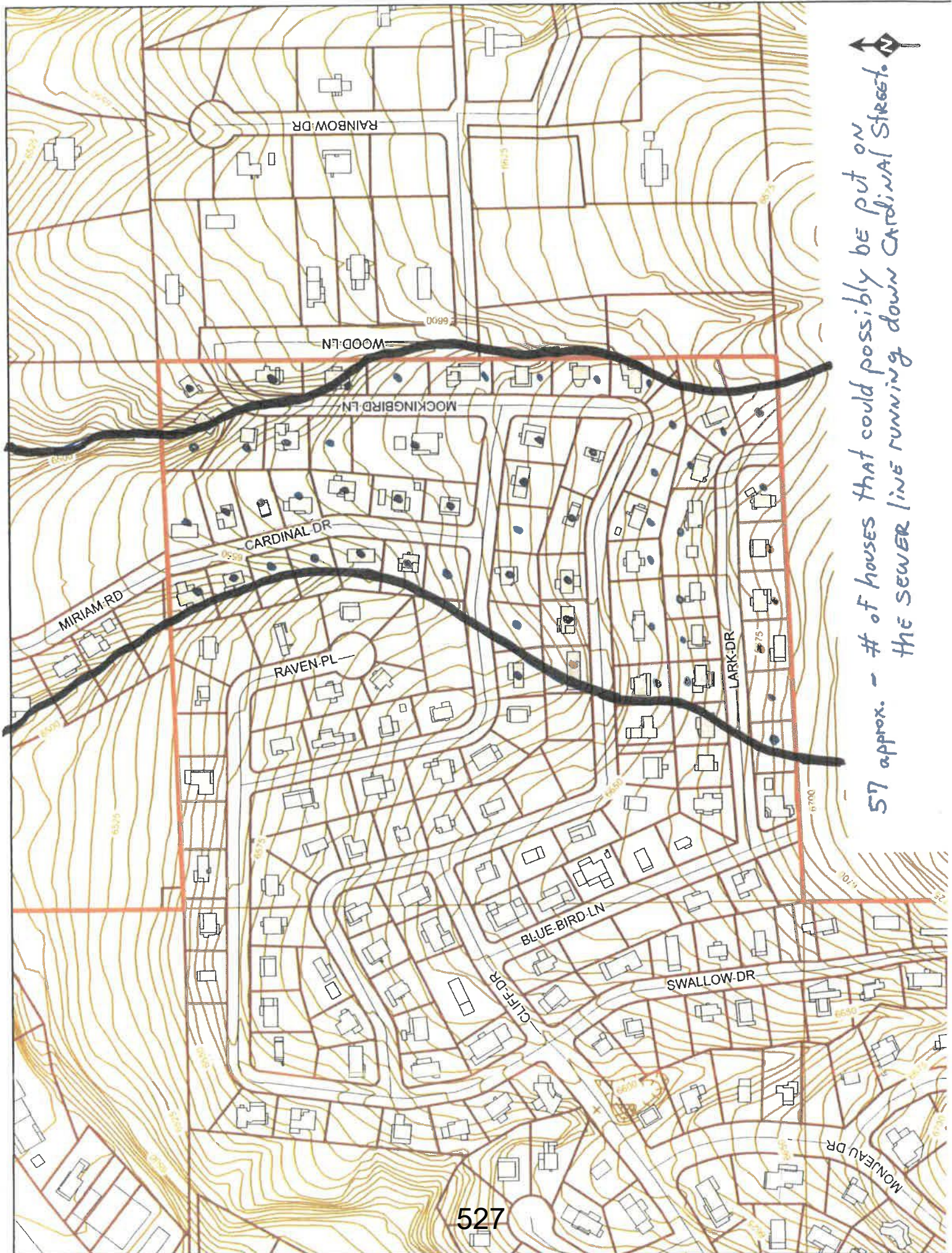
VILLAGE OF RUIDOSO

CITY OF RUIDOSO DOWNS

Lynn Crawford, Mayor

ATTEST

Jini Turri, Clerk



57 approx. - # of houses that could possibly be put on the sewer line running down CARDINAL Street. N

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 15.

To: Mayor Crawford and Councilors

Presenter(s): Lawrence Chavez, Chief of Police

Meeting Date: March 5, 2024

Re: Discussion on Ruidoso Police Department Policies for Firearms and Recruiting and Selection.

Item Summary:

Discussion on Ruidoso Police Department Policies for Firearms and Recruiting and Selection.

Financial Impact:

None.

Item Discussion:

Discussion on Ruidoso Police Department Policies for Firearms and Recruiting and Selection.

Recommendations:

To Discuss Ruidoso Police Department Policies for Firearms and Recruiting and Selection.

ATTACHMENTS:

Description

Ruidoso Police Department Firearms Policy

Ruidoso Police Department Recruiting and Selection Policy



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GENERAL STANDARD

All sworn law enforcement officers of the Ruidoso Police Department are authorized to carry firearms in accordance with Federal, State, and local laws, and Department policies. The decision to carry a firearm is a matter of good judgment based on circumstance. Discretion and safety shall be exercised while handling firearms.

DEFINITIONS

Primary Firearm: The issued or authorized sidearm/firearm intended for uniformed, on-duty use. This firearm may be worn in plainclothes but is the same sidearm that would be carried if on uniformed duty.

Back-Up Firearm: A firearm authorized for concealed carry, while on-duty in uniform, or plainclothes, intended for use as a backup to the primary or secondary firearm.

Field Strip: Field stripping is intended to disassemble a firearm enough to clean and/or lubricate it without the use of tools. Some weapons require a tool that is provided by the manufacturer to complete field stripping. This would be allowable as determined by the manufacturer. This is intended for weapon operators/owners.

Armorer's Disassembly: A complete disassembly of all parts contained in the firearm. This disassembly is only performed by a qualified manufacturer or department armorer.

Level-One Retention Holster: A level of retention in which the retention of a firearm is through friction between it and the holster.

Level-Two Retention Holster: A level of retention in which a locking device, such as a button or release mechanism, is manipulated before a firearm can be removed from the holster.

Level-Three Retention Holster: A level of retention in which two locking devices, such as a button or release mechanism, are manipulated before a firearm can be removed from the holster.

STANDARDS AND PROCEDURES

A. Training

1. Department firearm instructors shall be certified by the New Mexico Law Enforcement Academy (NMLEA).
 - a. Instructors shall adhere to standard lesson plans established by the NMLEA.
 - b. Where a standard has not been established, lesson plans shall be submitted by the instructor and approved by the NMLEA.
2. All police officers with the Ruidoso Police Department shall complete the New Mexico Law Enforcement Academy standards for biennium firearm's training. Failure to do so may result in the officer losing their Peace Officer certification. The course shall include:



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- a. Legal issues,
 - b. Department Policy, and
 - c. Update on fundamentals and techniques of shooting.
3. Officers shall be trained in the proficient use of all firearms they are authorized to use.

B. On-Duty Use

1. The Department shall provide officers with a Smith & Wesson M&P9 to be used as their primary firearm for on-duty use.
 - a. No officer shall be permitted to carry a weapon until proper training has been received and/or the officer has qualified with the weapon.
 - b. Each officer will be provided with, and mandated to read, a copy of the Department's Use of Force policy prior to being allowed to carry a weapon.
 - c. Department issued firearms shall not be mechanically altered or modified and must meet manufacturer specifications.
 - d. Department issued firearms shall only be field stripped for cleaning or lubricating purposes. Further disassembly shall be conducted by a certified department armorer.
 - e. Requests for non-mechanical modifications shall be submitted through the chain of command to the Chief of Police. All approved modifications shall be completed by the department armorer.
2. A primary firearm shall be carried by uniformed, sworn officers, at all times when on duty. On duty, non-uniformed officers shall carry their primary firearms except when the nature of the particular assignment or investigation necessitates no firearm or the use of a back-up firearm.
3. The Department will provide duty and training ammunition for the officer's primary firearm. Officers shall not carry training or privately owned ammunition in their primary firearm while on duty.
4. Uniformed officers shall carry their primary firearm in a Department issued holster that shall not be altered.
 - a. Non-uniformed officers shall carry unconcealed authorized weapons in a holster capable of at least level-two retention. Officers utilizing level-one retention such as an open top holster shall have their weapon concealed whenever in public or dealing with a member of the public.
 - b. Any other carry for non-uniformed special assignment must be approved through the chain of command.
 - c. Fanny packs are not authorized for on-duty use.



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5. Firearms will be carried fully loaded with a round in the chamber.
 - a. Uniformed officers, other than those who are primarily assigned administrative duties, shall carry a minimum of two additional full magazines.
 - b. Non-uniformed officers will carry at least one spare magazine while on duty.

c. Back-Up Firearm

1. Only one Department approved non-issued sidearm, revolver or semi-automatic, may be carried for on-duty back-up use when:
 - a. The officer has obtained authorization to carry the privately owned firearm,
 - b. The caliber is either .32, .38, .380, .357, .40, .45, 9mm, or 10mm,
 - c. Double action side arms will be carried with the hammer down.
 - d. The officer has met the conditions for carrying a personally owned firearm as required by established procedure, and
 - e. The officer has qualified with the firearm and demonstrated proficiency during annual firearm qualifications.
2. Firearms shall be restricted to reputable makes and models, but ultimately approved by the Department. Firearms shall not have been mechanically altered or modified and must meet manufacturer specifications.
3. Back-up firearms shall only be field stripped for cleaning or lubricating purposes. Further disassembly shall be conducted by a certified department armorer.
4. A certified armorer shall inspect privately owned back-up firearms. The inspection(s) will ensure serviceability and compliance with the manufacturer's specifications. The inspection(s) shall be at the officer's expense if the weapon cannot be inspected by a Department certified armorer. Officers are required to provide written documentation that the firearm has been properly inspected. Privately owned back-up firearms shall be subject to an annual inspection meeting the same criteria as outlined in this subsection.
5. Officers may make other non-mechanical modifications such as fore-end lights, as long as it enhances the safety, serviceability, or accuracy of the firearm.
6. Officers shall provide all ammunition for training and duty use for their back-up firearm.
7. Only Department authorized duty use ammunition will be carried. Ammunition will be limited to jacketed hollow points. Round nose, including lead round nose, hardball, full wad cutter, and Glaser style (filled with lead shot) cartridges are prohibited.



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D. Shotguns

1. Officers shall attend or have attended a basic shotgun course of instruction to carry a shotgun.
2. Officers certified to carry a shotgun by another entity shall provide successful completion documentation of an equivalent basic operator's course. These lateral officers will demonstrate proficiency with the shotgun on a department shotgun qualification course prior to duty carry.
3. Department approved shotguns, and ammunition shall be issued to officers.
4. Officers may submit a written request for authorization to carry and qualify with a privately owned shotgun only in the event that there are no available Department shotguns to issue them.
 - a. A certified armorer shall inspect privately owned back-up firearms. The inspection(s) will ensure serviceability and compliance with the manufacturer's specifications. The inspection(s) shall be at the officer's expense if the weapon cannot be inspected by a Department certified armorer. Officers are required to provide written documentation that the firearm has been properly inspected. Privately owned back-up firearms shall be subject to an annual inspection meeting the same criteria as outlined in this subsection.
 - b. Only 12-gauge shotguns will be permitted.
 - c. The shotgun shall be equipped with either rifle or ghost ring sights, no bead sights will be allowed.
5. Only departmentally issued ammunition shall be carried in these weapon systems.
6. The shotgun will be carried with no round in the chamber and safety on. Magazines should be filled to at least one short of capacity.
7. Shotguns shall be kept secured in a gunlock, or other area such as the trunk when a gunlock is not available or malfunctioning, except when needed in the performance of duty, or as directed by the firearms range staff or supervisor. Officers shall not leave an un-secured shotgun unattended.
8. No internal modifications affecting the operation of the system shall be made to the shotgun without the written approval of the firearms coordinator.
9. Officers may make other non-mechanical modifications such as fore-end lights, as long as it enhances the safety, serviceability, or accuracy of the firearm.
10. Officers may field strip department/department approved shotguns for cleaning purposes. Only approved department armorers are allowed to perform an armorer's disassembly.

E. Carbine Rifles

1. Officers shall attend or have attended a basic carbine rifle course of instruction to carry a carbine rifle.



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2. Officers certified to carry a carbine rifle by another entity shall provide successful completion documentation of an equivalent basic operator's course. These lateral officers will demonstrate proficiency with the carbine rifle on a State of New Mexico carbine rifle qualification course prior to duty carry.
3. Department carbine rifles, and ammunition shall be issued to officers.
4. Officers may submit a written request for authorization to carry and qualify with a privately owned carbine rifle only in the event that there are no available Department carbine rifles to issue them.
 - a. A certified armorer shall inspect privately owned back-up firearms. The inspection(s) will ensure serviceability and compliance with the manufacturer's specifications. The inspection(s) shall be at the officer's expense if the weapon cannot be inspected by a Department certified armorer. Officers are required to provide written documentation that the firearm has been properly inspected. Privately owned back-up firearms shall be subject to an annual inspection meeting the same criteria as outlined in this subsection.
 - b. Only 5.56 caliber, AR style carbine rifles will be permitted.
5. Only departmentally issued ammunition shall be carried in these weapon systems.
6. Carbine rifles will be carried in the "half load" condition.
7. Carbine rifles shall be kept secured in a gunlock, or other area such as the trunk, when a gunlock is not available or malfunctioning, except when needed in the performance of duty, or as directed by the firearms range staff or supervisor. Officers shall not leave an un-secured carbine rifle unattended.
8. No internal modifications affecting the operation of the system shall be made to the carbine rifle without the written approval of the firearms coordinator.
9. Officers may make other non-mechanical modifications such as fore-end lights, as long as it enhances the safety, serviceability, or accuracy of the firearm.
 - a. Any optic sighting systems will be approved by the firearms coordinator.
 - b. All carbine rifles shall be equipped with non-optic sighting systems/back up sights.
10. Officers may field strip department/department approved carbine rifles for cleaning purposes. Only approved department armorers are allowed to perform an armorer's disassembly.

F. Off-Duty Use

1. Off-duty officers may carry a department authorized firearm, concealed, and loaded, within the State of New Mexico provided the officer has a badge and commission card in their possession as well.
2. Officers shall be armed with an authorized handgun when operating a Department vehicle whether on or off-duty.



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3. Any carrying of an unconcealed firearm by an off-duty officer shall be in conjunction with State Statute and Village Ordinance. However, the officer shall not wear or display any apparel, badge, insignia, or other item that represents the Department except when operating Department vehicles or when called upon in the performance of their duty.
4. Unnecessary reference to the fact that the officer has a firearm in their possession should be avoided.
5. Off-duty officers shall not carry any firearm into an establishment whose primary business is licensed to dispense alcoholic beverages.
6. This policy is not intended to limit the rights of an officer to carry a firearm off-duty in the same manner as an unrestricted citizen, but rather to define the authorization to carry a firearm under the color of law.
7. Officers on cadet or FTO status are not authorized to carry an off-duty firearm under the color of law until satisfactorily completing a New Mexico certified law enforcement academy and field training program. This does not preclude officers on cadet or FTO status from carrying a firearm in the same manner as an unrestricted citizen.

G. Firearms Safety

1. Officers shall not carry or be in immediate possession of a firearm on or off duty when they are impaired by alcohol.
2. Officers shall notify their immediate supervisor when using medicine that has the potential of impairing judgment or job performance.
3. Officers shall not store or leave a firearm in any place within the reach or easy access of a minor and shall be properly secured when left unattended in the home.
4. All authorized firearms shall be carried in a safe and secure manner.
5. Removal of firearms from their holster or other carrying devices for other than authorized purposes is prohibited.
 - a. Authorized purposes include tactical use, training, qualification, inspection, cleaning, maintenance, or during the lawful discharge of an officer's duty.
 - b. Any careless, negligent, imprudent, or casual use or display of a firearm may constitute grounds for discipline.
6. All firearms will be removed from department vehicles before turning the vehicle over to maintenance or another non-sworn law enforcement persons.

H. Qualifications

1. Qualifications shall be conducted by NMLEA certified instructors/range operators.



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2. Police officers shall qualify with firearms on a day and night course annually. Whenever feasible, qualifications shall be scheduled semi-annually.
3. Police officers shall attain a minimum qualifying score (80%) for each firearm authorized.
 - a. Officers failing to attain the minimum qualifying score on the first attempt shall be afforded one additional attempt immediately. Officers failing to attain the minimum qualifying score on the second attempt shall receive remedial training in shooting fundamentals and techniques scheduled by the instructor within one week. Prior to conducting the remedial training, the firearms instructor providing the remedial training will conduct an assessment to determine what error(s) the shooter is making. Once identified, the instructor will provide remedial training to correct the shooting error(s). The instructor will provide written documentation identifying the shooting errors discovered and what training was provided to the officer. A copy of the documentation will be placed in the officer's training folder, another copy provided to the officer's supervisor, and a third copy provided to the firearms coordinator.
 - b. After remedial training is provided, the officer will be afforded the opportunity of a third attempt. Should the officer fail the third attempt, the firearms coordinator shall immediately notify the officers' supervisor and the Chief of Police. The Chief of Police may immediately relieve the officer of all law enforcement duties. Subsequent written notice from the Chief of Police shall include:
 - 1) The date and time,
 - 2) The course of fire failed,
 - 3) The officers' scores,
 - 4) The names of all firearms instructors involved in training and qualification attempts,
 - 5) A summary of the remedial training provided,
 - 6) Notice of suspension from law enforcement duties,
 - 7) Proposed steps for remedial training and re-qualification,
 - 8) The establishment of a performance improvement plan, and
 - 9) Advisement of possible disciplinary actions.
 - c. When relieved of duty, the Chief of Police, or his/her designee, should take possession of the officers' weapons, badges, vehicle keys, and commission card; and notify the officers' first line supervisor.
 - d. Whenever feasible, the officer shall be scheduled for remedial training and re-qualification within forty-eight hours of receiving notice relieving the officer from law enforcement duties. The training session shall be a minimum of eight hours and will be followed by day and night qualification



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attempts. Should the officer fail one of the qualifications, a second attempt at that qualification shall be afforded. If the officer fails the second attempt, a third attempt is not authorized and the officers' supervisor, the firearms coordinator and the Chief of Police shall immediately be notified. In such an instance, a comprehensive retraining program will be established by the firearms coordinator if the officer is to be retained.

4. The Ruidoso Police Department shall train officers regarding the prohibition of warning shots.
- I. This procedure is to be used in conjunction with Department standards, orders, values and other relevant policies and procedures.

DRAFT



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RECRUITING AND SELECTION

GENERAL STANDARD

The purpose of this policy is to establish a written process to recruit and select capable, qualified applicants through a non-discriminatory process for the Ruidoso Police Department efficiently and effectively.

It is the policy of the Ruidoso Police Department to actively recruit, screen, and select qualified candidates for commissioned positions within the department. This process will have measures in place to safeguard the integrity of the process, as well as the privacy of the candidates.

STANDARDS AND PROCEDURES

A. Definitions

1. Applicant - Any person applying to become an employee of the Ruidoso Police Department.
2. Background Investigator - Any commissioned Officer or Detective who has completed an accredited background investigation course, assigned to investigate an applicant's background for employment with the Ruidoso Police Department.

B. Applicant Minimum Qualifications

All elements of the selection process use only those rating criteria or minimum qualifications that are job related. Applicants must meet the following minimum qualifications:

1. Must have a valid New Mexico driver's license or be able to obtain one by date of hire,
2. Must be a United States citizen,
3. Must have a high school diploma or the equivalent,
4. ~~No use of Marijuana in any form, or any product that contains THC within one (1) year of the application date,~~
5. Marijuana use within the last three years will be evaluated, among other background information, to determine whether a candidate will proceed in the hiring process. When considering the use of marijuana by an applicant, within the past three years prior to the time of application, the circumstances surrounding the candidate's use of uses of marijuana, the frequency of use, and the date of last use, are among the factors which will be closely evaluated to determine the candidate's suitability for consideration. Other applicable factors or circumstances may also be considered as deemed prudent and reasonable, such as the candidate's presence during the use of marijuana or continued association with persons who use marijuana. All candidates must have a clean drug screen before hiring.
6. Positions within the Ruidoso Police Department, Ruidoso Area Dispatch, or Animal Control/Code Enforcement are considered Safety Sensitive positions. As such, all safety sensitive positions are subject to random testing which will consist of 25% of active employees for drug testing and 10% of



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RECRUITING AND SELECTION

active employees for alcohol testing. All testing will be conducted either at the discretion of the Chief of Police or randomly scheduled throughout the year.

7. No use in the last five (5) years of any illegal drug that would amount to a felony crime if found in possession. This includes felony prescription drugs, cocaine, methamphetamine, mushrooms, LSD, hallucinogens, spice, bath salts, or inhalants,
 8. Any sale, manufacture, or distribution of any controlled substance as an adult (>17) will be a lifetime disqualifier. If the crime was committed as a juvenile the following factors should be considered: the frequency of the behavior, the quantity of the drugs involved, and the type of drug,
 9. Have no felony convictions. Criminal activity in which applicant has been convicted of, pled guilty to, or entered a plea of nolo contendere (no contest) to any felony charge, been involved in any pre-prosecution diversion program (PPD) as adjudicated for a felony crime committed will be permanently disqualified. Any person whose conviction has been set aside, deferred, or dismissed as a part of a conditional discharge shall be considered to have been convicted,
 10. Have no misdemeanor convictions within the last three (3) years preceding their initial date of application. Any convictions within that time frame where the candidate has been convicted, pled guilty to, or entered a plea of nolo contendere (no contest) will be reviewed on an individual basis and may be cause for disqualification. This does not include traffic offenses,
 11. Crimes of perjury, filing a false report, impersonating an officer, or domestic violence will be permanent disqualifiers. Any person whose conviction has been set aside, deferred, or dismissed as a part of a conditional discharge shall be considered to have been convicted,
 12. Must not have been discharged from the United States Armed Forces under Dishonorable conditions,
 13. Is of good moral character,
 14. Shall not falsify or omit any information from the application,
- c. Requirements for Uncertified Patrol Officer in addition to the listed **minimum** qualifications:
1. Must be twenty-one (21) years of age,
 2. Submit an application for the posted position prior to the closing date,
 3. Within a three (3) year period, has not been convicted or pled guilty to or entered a plea of nolo contendere to any violation of any federal, state, or local ordinance relating to aggravated assault, theft, or other crime involving moral turpitude,
 4. No DWI convictions within the last three (3) years, or two or more DWI's in the most recent ten (10) year period,
 5. Pass a physical assessment consisting of the academy entry standards set by the NMLEA,



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6. Pass a written examination with a minimum of seventy percent (70%),
 7. Pass a panel interview with a minimum of seventy percent (70%),
 8. Pass a background examination,
 9. Undergo a Voice Stress Analysis (VSA) examination,
 10. Pass a drug screening,
 11. After examination by a licensed physician, is free of any physical condition that might adversely affect his performance as a police officer or prohibit him from successfully completing a prescribed basic law enforcement training required by the Law Enforcement Training Act,
 12. After examination by a certified psychologist, is free of any emotional or mental condition that might adversely affect their performance as a police officer or prohibit them from successfully completing a prescribed basic law enforcement training required by the Law Enforcement Training Act,
 13. Must be able to successfully attend and pass the NMDPS Basic Law Enforcement Academy within one (1) year from the date of hire.
- D. Requirements for Lateral Police Officer in addition to the listed **minimum** qualifications:
1. Submit an application for the posted position prior to the closing date,
 2. Within a three (3) year period, has not been convicted or pled guilty to or entered a plea of nolo contendere to any violation of any federal, state, or local ordinance relating to aggravated assault, theft, or other crime involving moral turpitude,
 3. Pass a physical assessment consisting of the academy entry standards set by the NMLEA,
 4. Pass a panel interview with a minimum of seventy percent (70%),
 5. Pass a background examination,
 6. Undergo a Voice Stress Analysis (VSA) examination,
 7. Pass a drug screening,
 8. After examination by a licensed physician, is free of any physical condition that might adversely affect his performance as a police officer or prohibit him from successfully completing a prescribed basic law enforcement training required by the Law Enforcement Training Act,
 9. After examination by a certified psychologist, is free of any emotional or mental condition that might adversely affect their performance as a police officer or prohibit them from successfully completing a prescribed basic law enforcement training required by the Law Enforcement Training Act,



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10. Lateral applicants must be currently certified or be able to be accepted into the NMDPS Certification by Waiver (CBW) academy and become certified within one (1) year from the date of hire.
- E. Telecommunications Officer (Certified and Non-Certified) in addition to the listed **minimum** qualifications:
1. Must be eighteen (18) years of age,
 2. Submit an application for the posted position prior to the closing date,
 3. Must successfully pass a computer-based scenario test with a minimum score of seventy percent (70%),
 4. Must complete an observation period in dispatch for a four (4) hour period,
 5. Must pass a panel interview with a seventy percent (70%),
 6. Pass a background examination,
 7. Undergo a Voice Stress Analysis (VSA) examination,
 8. Pass a drug screening,
 9. Pass a hearing test,
 10. Non-certified and certified out of state applicants will be required to attend and pass the NMDPS Telecommunications Officer academy within one (1) year from the date of hire.
- F. Civilian and Support Staff in addition to the listed **minimum** qualifications:
1. Must be eighteen (18) years of age,
 2. Submit an application for the posted position prior to the closing date,
 3. Pass a panel interview with a seventy percent (70%)
 4. Pass a background examination,
 5. Undergo a Voice Stress Analysis (VSA) examination,
 6. Pass a drug screening.
- G. Selection Process
1. Applications for all positions will not be rejected due to minor omissions or deficiencies that can be corrected within a timely manner during the background process. However, corrections to these omissions or deficiencies indicating the concealment of, or reluctance to disclose critical information, which would reflect poorly on the candidate, shall not be allowed.



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2. Applicants who do not meet the minimum entry qualification requirements will be notified in writing of their disqualification.
3. Upon initial application, the applicant will be given a background packet to be filled out and returned by a prescribed date,
 - a. For uncertified police applicants, upon successfully passing the physical examination, written examination, and panel interview, the applicant's background packet will be assigned to a background investigator,
 - b. For certified or lateral police applicants, upon successfully passing the physical examination, and panel interview the applicant's background packet will be assigned to a background investigator,
 - c. For telecommunications applicants, upon passing the typing test, the observation period, and the panel interview, the applicant's background packet will be assigned to a background investigator.
 - d. For civilian and support staff, upon passing the panel interview, the applicant's background packet will be assigned to a background investigator.
4. During the background investigation the applicant will be contacted by the background investigator who will then advise them of a scheduled Voice Stress Analysis (VSA). The VSA results will be used as an investigative aid only and in no way will the VSA be the sole determination for disqualifying someone from the application process.
5. At the completion of the background phase, or at any time a disqualifying factor is found, these results will be forwarded to the Chief of Police for final recommendation.
6. If an applicant is disqualified during any phase of the selection process, a letter will be sent to the applicant stating that he/she has been disqualified.
7. If an applicant is disqualified, the applicant's records, including background, VSA, and medical if applicable, will be maintained by the Human Resource Department pursuant to state records retention requirements. Any applicant may reapply after 6 months pursuant they have not had a lifetime disqualifier. Any person who fails the VSA must wait one year before re-applying.
8. All selection-related materials including medical examinations and psychological examinations will be kept in a secure area, when not in use, with access restricted to authorized personnel. The materials will be maintained and discarded pursuant to the state records retention requirements (NMAC). This will ensure that all materials will be disposed of in a manner that prevents disclosure of the information within.
9. All elements of the selection process shall be administered, scored, evaluated, and interpreted in a fair and uniform manner.
10. Any applicant who has been extended and accepted a job offer will be expected to start within forty-five (45) days from the date of signing unless prior arrangements have been made with the Chief of Police. Any applicant who cannot start within a reasonable amount of time, or who passes all portions of the application process and is not selected for an open position, may be placed on a



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hiring list for a period not to exceed three hundred sixty-five (365) days. If an applicant is placed on a hiring list, they will be eligible for hire pending another background investigation if their original background is more than forty-five (45) days old.

- h. This procedure is to be used in conjunction with Department standards, orders, values and other relevant policies and procedures.

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