

**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 4, 2025 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 2025 Village of Ruidoso Strategic Plan.
2. Discussion on Agreement with Jennifer Vraa for FM Translator Re-Broadcast Programming in the Amount of \$24,000.00.
3. Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Macon McDonald, for Charlie 10 T-Hangar beginning March 14th, 2025.
4. Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Jay Patterson, for Bravo T-Hangar B-9 beginning March 14th, 2025.
5. Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Jason Heller, for Bravo T-Hangar B-6 beginning March 14th,2025.
6. Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Brad Wrzesinski, for Bravo T-Hangar B-4 beginning March 14th,2025.
7. Discussion on Award of RFP #2025-005P to Avfuel Corporation for Aviation Fuels Supply, Equipment and Services.
8. Discussion on Agreement with Avfuel Corporation for Aviation Fuels Supply, Equipment and Services Awarded through RFP#2025-005P.
9. Discussion on Adoption of Resolution 2025-08, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2026, in the Amount of \$2,000,000.00.
10. Discussion on Purchase of Code3 Technology's Mark43 CAD Dispatch Software through OMNIA Contract #226017-02 for Consolidated Dispatch in the Amount of \$91,728.00.
11. Discussion on Purchase of Code3 Technology's Mark43 RMS Records Management Software through OMNIA Contract #226017-02 for the Police

Department in the Amount of \$72,450.00.

12. Discussion on Approval of Ruidoso Police Department Policy Increasing the Radius of Take Home Vehicles to Fifty (50) Miles.
13. Discussion on Purchase of 2025 Chevrolet Suburban 4WD through Cooperative Educational Services (CES) Contract #2024-23-C116-ALL for Events and Strategic Partnerships Manager in the Amount of \$64,920.00.
14. Discussion on Approval or Denial of Request to Schedule a Public Hearing on April 8, 2025 to Hear an Appeal Denial of Planning Commission Case PV 2025-3. The Planning Commission held a Quasi-Judicial Public Hearing on February 4, 2025 Where the Variance to Encroach 19.4 Feet into the 20-Foot West Front Yard Setback and 6.7 Feet into the 20-foot North Side Yard Setback to Construct a 20' by 22' Carport was Unanimously Denied.
15. Discussion on Amended Resolution 2025-07, a Resolution Establishing a Restricted Cash Account and Related Liability Account in the Gavilan Road Transfer Station reserve Fund to Provide Funds for Future Closure and Post Closure Costs at the Facility Known as the Gavilan County Road Transfer Station in the Amount of \$34,463.20.
16. Discussion on Purchase of Self Contained Breathing Apparatus' (SCBAs) from Municipal Service Company through Sourcewell Contract #011824 in the Amount of \$267,421.23.
17. Discussion on Purchase of Bunker Gear from Curtis through New Mexico State Contract #ITB21001 in the Amount of \$78,375.90.
18. AFTER CLOSED SESSION: Discussion Regarding Golf Course Lease Agreement with Spirit Golf Management for The Links Golf Course.
19. AFTER CLOSED SESSION: Discussion Regarding Liquor License Lease Agreement with Spirit Golf Management for The Links Golf Course.

ADJOURN.

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and 2025-01. 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 4, 2025

Re: Discussion on 2025 Village of Ruidoso Strategic Plan.

Item Summary:

Discussion on 2025 Village of Ruidoso Strategic Plan.

Financial Impact:

None.

Item Discussion:

On January 28-19, 2025, a Strategic Planning Workshop was held to present Department Tactical Plans to Council. After guidance from Council those plans were updated.

Recommendations:

To Discuss 2025 Village of Ruidoso Strategic Plan.

ATTACHMENTS:

Description
2025 Strategic Plan

VILLAGE OF RUIDOSO STRATEGIC PLAN 2025

Mission Statement

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





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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
Yvonne Vigil, Deputy Village Clerk
Gina Corliss, Executive Administrative Assistant

Public Information Officer

Kerry Gladen, The Agency

Directors/Managers

Alex Koenig, 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
Steven Minner, Police Chief
Judi M. Starkovich, Finance Director
Cade Hall, Fire Chief
Austin Meuli, Assistant Fire Chief
Eric Queller, Office of Emergency Management
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 218 full-time employees and 7 seasonal employees within 18 departments. The total annual budget revenues are \$112,268,951, total budget expenditures are \$112,394,759 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 2025, 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 2024. 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.

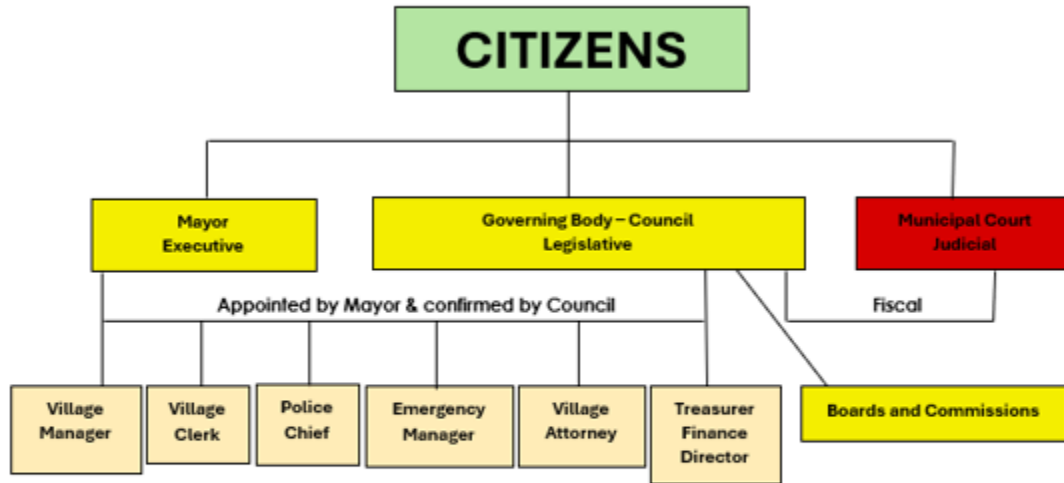
Vision Statement

"Living in Nature's Playground"

Mission Statement

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

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

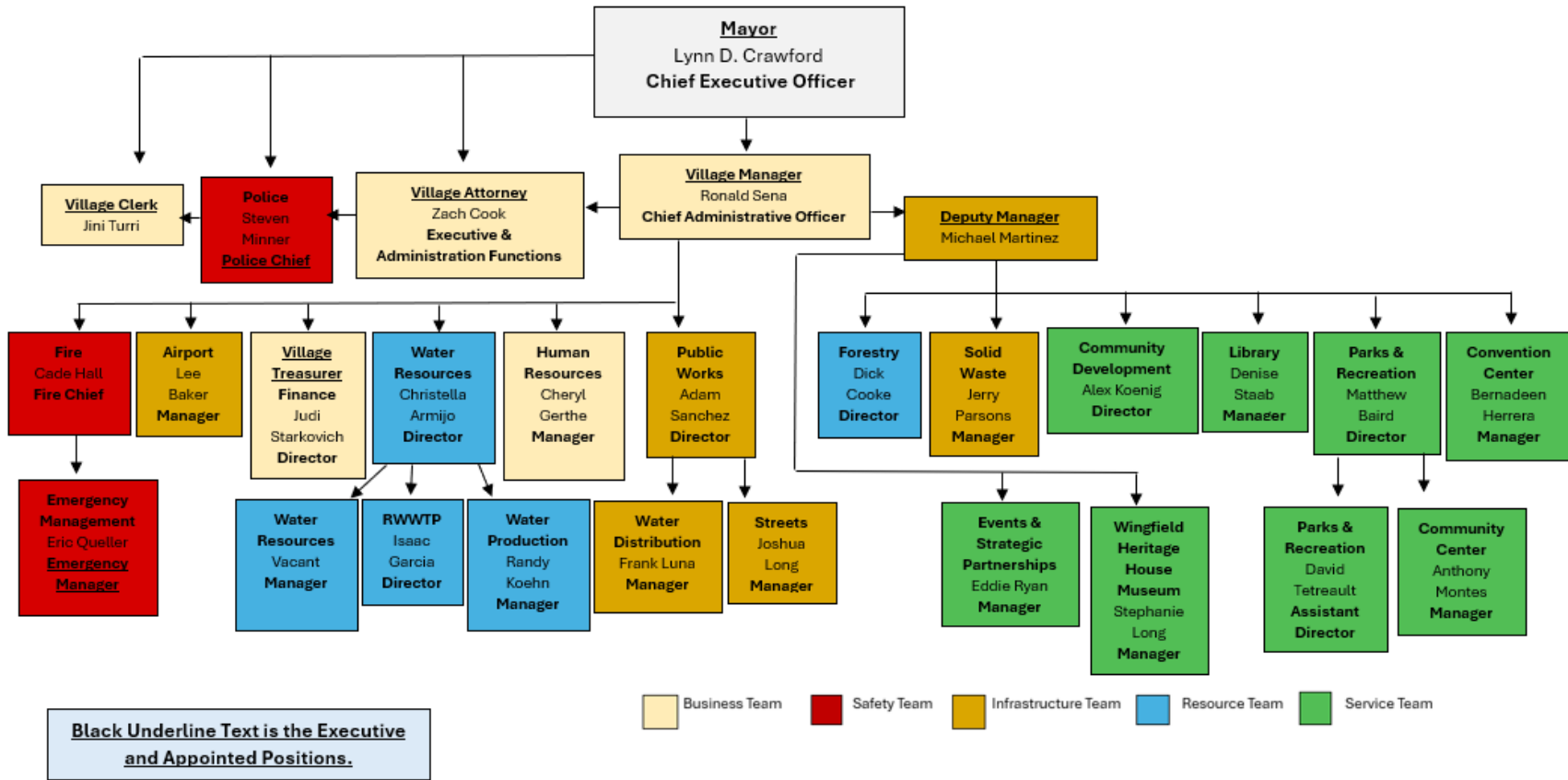


Approved _____ Date _____
 Lynn D. Crawford, Mayor

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: 1/17/2025

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	

Description:
 2024 saw a significant slowdown in IPRA requests. That, combined with the ongoing education and experience gained by the clerks, management, department directors, and elected officials has reduced the risk associated with non-compliance with New Mexico sunshine laws.

Steps need to achieve this goal:
 Continued collaboration with Clerks, management, department heads and others to ensure compliance with IPRA and the OMA.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Follow through on clean and lien cases	Special projects related to the 2024 fires and floods	Zach Cook	Communication	ongoing	

Description:
 The 2024 fires and floods and foreseeable future disasters have given rise to projects related to acquisition or property, as well as easements and other legal issues that have not previously been part of our day to day operations, including the necessity to work closely with state and federal agencies that we have not previously had to work with or whose rules and regulations we have not had to comply with.

Steps need to achieve this goal:
 While municipalities been granted significant ability to acquire land and easements, the process still requires a great deal of effort and compliance with numerous state and federal regulations, not to mention statesmanship and diplomacy skills to put a land deal together. So far, the village has worked very successfully on such complicated issues, and I look forward to continued assistance in the legal components of these issues.

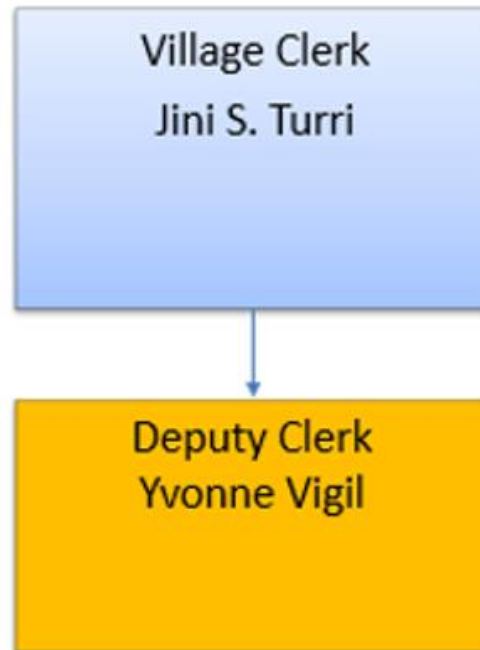


GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Assist HR, Management and Directors	Human Resources	Zach Cook	Communication	Ongoing	
<p>Description: Personnel matters are constant and almost everyone is factually unique and presents unique legal issues and risks.</p> <p>Steps need to achieve this goal: Stay current on the law and address personnel issues as soon as they arise. Also, bring in special counsel sooner than later 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>					

Clerks Office

Purpose Statement

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





Tactical Plan- Jini S. Turri

Date: 01/17/2025

Department: Clerk’s Office

Purpose: Tactical Plan for Strategic Planning

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
#1	To transfer all permanent public records to storage at the Horton Complex	Clerk and Deputy Clerk	None	Jan. 1, 2025	Dec. 31, 2025

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
#2	Clean up, restructure and organize the repository in LaserFiche. Refine scanning process.	Clerk, Deputy Clerk and Department Personnel	LaserFiche Training	April 21, 2025	Dec. 31, 2025

Description:
 Records Management in LaserFiche

Steps needed to achieve this goal:

- (1) LaserFiche training on: Restructure of repository; scanning workflow and deletion of records that have reached their retention or do not belong in LaserFiche.
- (2) Train department personnel on scanning and retaining public records in LaserFiche.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
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#3	Update and Maintain Asset Inventory List	Clerk, Deputy Clerk and Department Personnel	Asset Inventory Information from Departments	Jan 1, 2025	Dec 31, 2025
<p>Description: Asset Inventory</p> <p>Steps need to achieve this goal:</p> <ul 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
#4	Create a Master Property List of all Village Owned Properties, Easements, Water Rights, etc.	Clerk, Deputy Clerk	Time	Jan 1, 2025	Dec 31, 2025
<p>Description: Records of Village Owned Properties, Easements, Water Rights, etc.</p> <p>Steps need to achieve this goal:</p> <ul 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. 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
#5	Training to achieve certification as a Certified Municipal Clerk	Deputy Clerk	Funding for the Deputy Clerk to achieve designation as a Certified Municipal Clerk	January 1, 2025	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.

Human Resources

Purpose Statement

To provide consistent leadership and strategic vision in recruiting, hiring, and retaining a highly talented and diverse workforce to serve our community and support the goals and objectives of the organization. We are focused on ensuring the Village of Ruidoso is the employer of choice for the employees that we serve by creating an organizational culture of valuing, guiding, providing support and encouraging employee empowerment and career growth in a healthy and safe work environment.



Tactical Plan

Date: January 9, 2025

Department: Human Resources

Purpose: Tactical Plan for Strategic Planning

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal 3 Policy 3.2	Compensation Study	HR Manager	Human Resources Staff Director and Manager Participation Village Manager/Deputy Manager	July 2025	Timeline to be provided by vendor.
<p>Description: It is important that the Village review our compensation structure periodically to ensure we remain competitive in the market which will allow us to attract and retain top talent by offering fair pay aligned with industry standards. Village Policy states that the Village Manager and/or the Human Resources Manager shall ensure the pay bands are reviewed with the market at least once every five years. The last salary survey was completed in early 2020 by the Mercer Group.</p> <p>The Human Resources Department would like to retain a nationally recognized and reputable company to perform a compensation study to evaluate our total compensation package including base salary and benefits and conduct a review/assessment of our pay for performance plan the need for cost of living increases as measured by CPI to determine the Village's competitiveness within the market.</p> <p>Steps needed to achieve this goal:</p> <ul style="list-style-type: none"> • The HR Team will obtain quotes and proceed following procurement requirements. • The HR Team will work with the selected vendor to provide required information such as job descriptions, job classifications, current pay plan/step plan, and any other information they need as they perform the study. • The completed survey results will be presented to the Administration and the Governing Body. 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date

Community Services Goal 3 Policy 3.2.A	Organizational Assessment	HR Manager	Human Resources Staff Director and Manager Village Manager Deputy Manager Finance Director	February 2025	Ongoing
<p>Description: Ensuring that Village Departments are structured properly for the future is essential to ensure that Departments have employees at each level and that each of those levels represents increasing responsibility and decision-making ability. For example: Entry-Level, Mid-Level, Senior-Level.</p> <p>Human Resources has identified a need to assess Organizational Structures throughout Village Departments. By evaluating the organizational structure, the Village can identify gaps specifically where mid-level management may be needed. By creating that middle manager role where there are gaps, we can ensure that we are properly managing span of control and that those mid-level supervisors work directly with Directors to gain skills, build confidence and understand the requirements of the position. This process will play a significant role in our succession planning initiatives by giving the mid-level employees increasing responsibility over time and having opportunities for advancement.</p> <p>Steps needed to achieve this goal:</p> <ul style="list-style-type: none"> • Review the current organizational chart and identify gaps in middle management levels while considering size of Department and operational demands. • Analyze the responsibilities and skill sets of existing mid-level employees. • Evaluate the current career progression paths within each Department. • Determine which Departments require additional or new middle management. • Identify skills and competencies needed for future middle managers. • Work with Finance and Administration to solidify a plan. 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal 3 Policy 3.2.A	Retention and Turnover Tracking	HR Manager HR Staff	HR Manager Village Manager/Deputy Manager	February 2025	Ongoing

			Supervisor and Manager Collaboration		
<p>Description: Tracking turnover and retention rates within the organization will provide insight into the health of the workforce, allow us to identify potential problems, understand why employees are leaving, and take proactive steps to address concerns that could lead to higher costs, negative impacts on productivity, maintaining a level of service, and impacting overall organizational performance.</p> <p>Human Resources has identified a need to begin taking steps to track and reduce turnover. Turnover creates more work for all employees including the HR Department, Management, and front-line employees.</p> <p>Steps needed to achieve this goal:</p> <ul style="list-style-type: none"> • Collaborate with Managers and Directors to make good hiring decisions, coach and re-train where needed, offer transfers, if possible, resolve personnel matters quickly, etc. • Continue to conduct exit interviews with employees who are leaving to obtain helpful information. • Collect pertinent data to track turnover and take steps to reduce high turnover costs as well as disruption to Departments. 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal 3 Policy 3.2.A	Incentive Plan for State and Federal Certifications	HR Manager	HR Staff Director and Manager Involvement Village Manager/Deputy Manager	March 2025	April 2025
<p>Description: Incentive plans for earning certifications are important to an organization because they motivate employees to actively pursue professional development, which leads to increased productivity, a more skilled workforce, improved employee retention, and a positive organizational image. Incentive Plans can also increase employee engagement and productivity, improve workforce skills and performance, reduce turnover, create promotional opportunities, and strengthen organizational knowledge.</p> <p>The Human Resources Department has identified a need to create an incentive plan for Village employees who are successful in earning State and Federal certifications.</p> <p>Steps need to achieve this goal:</p>					



- Collaborate with Directors and Managers for input on State and Federal job specific certifications that would benefit the organization.
- Draft Incentive Plan to present to Administration and the Governing Body for consideration.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal 3 Policy 3.2.A	Recruitment Initiatives	HR Manager HR Staff	HR Staff Directors/Managers Village Manager/Deputy Manager	February 2025	Ongoing

Description:

It is important that the Village of Ruidoso HR Staff and Directors/Managers continue to promote the Village and recruit potential employees. The HR Staff will begin recruitment initiatives for 2025. This will include attending job fairs, hosting our own Village of Ruidoso job fair, and recruiting for our internship program that was established last year.

HR has identified a need to review the current policy regarding employee vacation benefits. Paid time off for employees and career seekers usually ranks second or third among all benefits.

HR would like to also evaluate compressed work schedules and prepare drafts for Administration and Council.

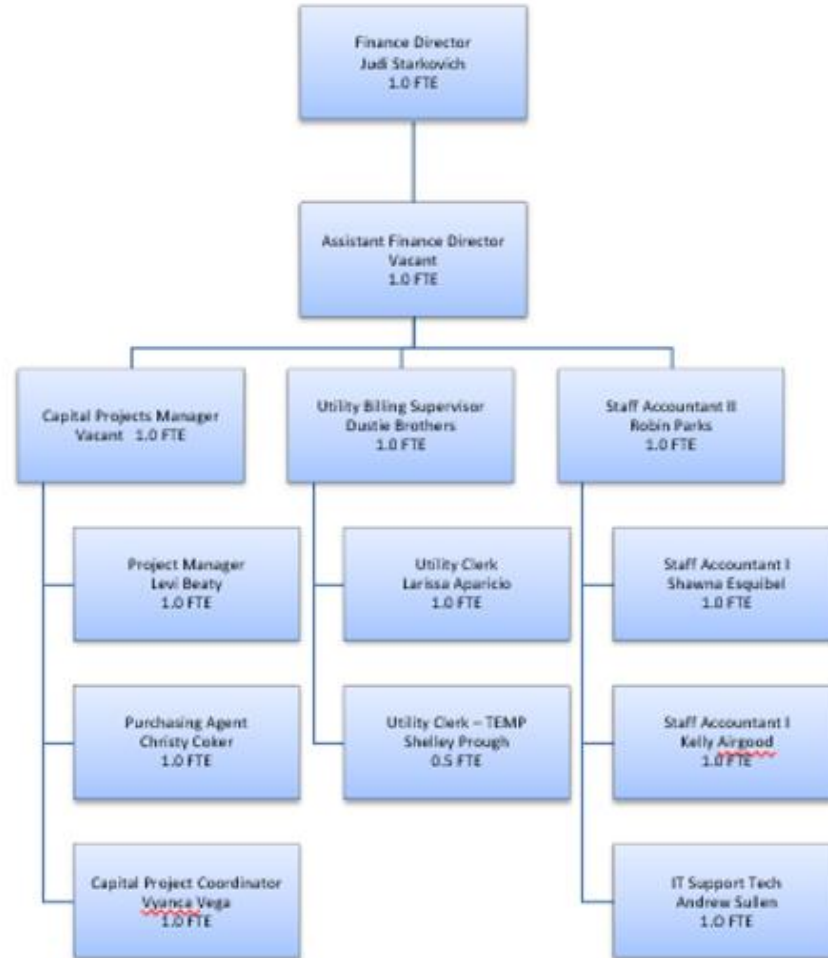
Steps need to achieve this goal:

- Spring Job Fairs UNM, UTEP, ENMU-R, NMSU and Village of Ruidoso Job Fair March 2025-April 2025
- Promote Internship program with ENMU-Ruidoso, UTEP, NMSU, UNM, and social media
- Re-evaluate paid time off policies (vacation/sick) as a recruiting and retention tool with a possibility of transitioning to a PTO policy.
- Research options for compressed work schedules as a recruiting and retention tool while being staffed during regular business hours and with no interruptions to normal daily operations.

Finance Department

Purpose Statement

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



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. A transmittal letter, a statistical section, and some additional schedules need to be added.	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)	Ongoing until the report can be 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 auditors, 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. Due to workload, FY 2025 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 an explanation on how to process tasks within Tyler Incode X.	Finance Director and Staff Accountant II	Employee Time	February 2020 (Continuation from Prior Year)	October 2025
<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. 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 a monthly training component as in person and zoom with recording for those unable to attend. Manuals and trainings have been identified but due to workload have not been able to do monthly trainings. 					

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 2026
<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 tackle this issue. • The Village Manager and finance Director need to meet with Fatelis to assess the financial model used for the rate analysis to adapt that model to all funds within the Village. • Once the Assistant Finance Director is hired will jump back on the project. 					
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 2025
<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-end and year-end, the amount of work is overwhelming for one person. • A qualified candidate has yet to be identified. • In the meantime, cross train employees in Finance Director job duties. 					

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 2025
<ul style="list-style-type: none"> • Research statutes information on lien processing and delinquent utility accounts. • Reach out to other municipalities on how they handle delinquent accounts and if they enforce property liens. • Meet with Legal to determine options for a process to determine on how to file and enforce liens. • Make recommendations to Council on policy changes. • <i>The retirements in the UB area hampered progress. Now that positions are filled and the current UB supervisor is becoming familiar with processes, she is currently working with the Village Clerk to complete tasks.</i> • <i>UB Supervisor and Village Clerk are still working on the processes.</i> 					
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 2026

- Meet with Planning & Zoning and RJU Admin to set up standard fees for sewer taps, street cuts, water taps, and any other fees into the Citiworks software. This would allow up front collection of all fees once an application is filed.
- The group will need to determine if any changes to the current service application will be needed.
- UB Staff will be trained in Citiworks once it is up and running.
- Management is deciding on Citiworks software continuation. Once the final decision is made the project will continue and UB Clerks will be trained on software.

Information Technology

Purpose Statement

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

Tactical Plan for: Finance Strategic Planning

Date: 01/16/2025

Department: Information Technology

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
Fiber to Homes	Get fiber from main line to homes	Purchasing, Finance and IT	Employee Time	February 2022	December 2024 Est – Aug 2025
<ul style="list-style-type: none"> • Procurement approved; a contract opened. • Construction is in progress with Windstream as the contractor. • Ariel fiber at 95% complete • Ground fiber at 10% complete • Target completion date from Windstream is August of 2025 					
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	May 2025
Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending Date
Purchase Microsoft 365 for the Village COMPLETE	Email Cloud Storage and use of Teams	IT and Staff Accountant II	\$150,000	February 2024	December 2024

- Grant received from DFA after South Fork / Salt Fires.
- Conversion to new software completed in Sept/Oct 2024.
- Conversion of Tyler INCODE software to the cloud. Identified as a critical need due to South Fork & Salt Fires; completed Oct 2024. Grant received from DFA for this project.

Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending Date
Server Replacement COMPLETE	Replace servers that are at the 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

- The installation of new servers is complete for all locations. Necessary after damage from South Fork / Salt Fires.
- Village Hall & Horton Complex were done in Oct 2024, Fire Dept in Nov 2024, and Police Dept in Jan 2025.

These changes plus the phone system will give the village a much stronger position to operate more efficiently in the event of future emergencies.

Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending Date
EXPIRATION OF SUPPORT OF WINDOWS 10	Identify all village computers running Windows 10	IT Tech, Systems MD, and Staff Acct II	Employee Time	February 2025	October 2025

- Identify all PCs, laptops, and microcomputers running on Windows
- See if computers can be updated to Windows 11
- Get with departments to help them with replacements or subscription service for Windows 10 in the interim until computers can be replaced.

Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending Date
Long Term Capital Replacement Calendar	Identify all major IT equipment	IT Tech, Systems MD, and Staff Acct II	Employee Time	February 2025	July 2026

- Identify all major servers and other IT equipment with life span of 3 – 7 years

- Develop CERF calendar for replacement with potential projected funding identified
- Needed so all servers and other IT equipment will not be replaced in the same fiscal year.

Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending Date
Phone Redundancy	Identify and verify alternative pathways for communications in the event of phone / cell phone outages	IT Tech, phone providers and Staff Acct II	Employee Time	February 2025	July 2026
<ul style="list-style-type: none"> • Work with Windstream for redundancies with internal phone system • Work with Windstream, Verizon, T-Mobile and other carriers for redundancies in the event of other outages. • Follow up and make sure the ring around the mountain plan is finalized and provide any support needed for this effort if needed. 					

Capital Projects/Purchasing

Purpose Statement

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

Tactical Plan for: Finance Strategic Planning

Date: 01/16/2025

Department: Capital Projects/Purchasing

Director: Judi Starkovich

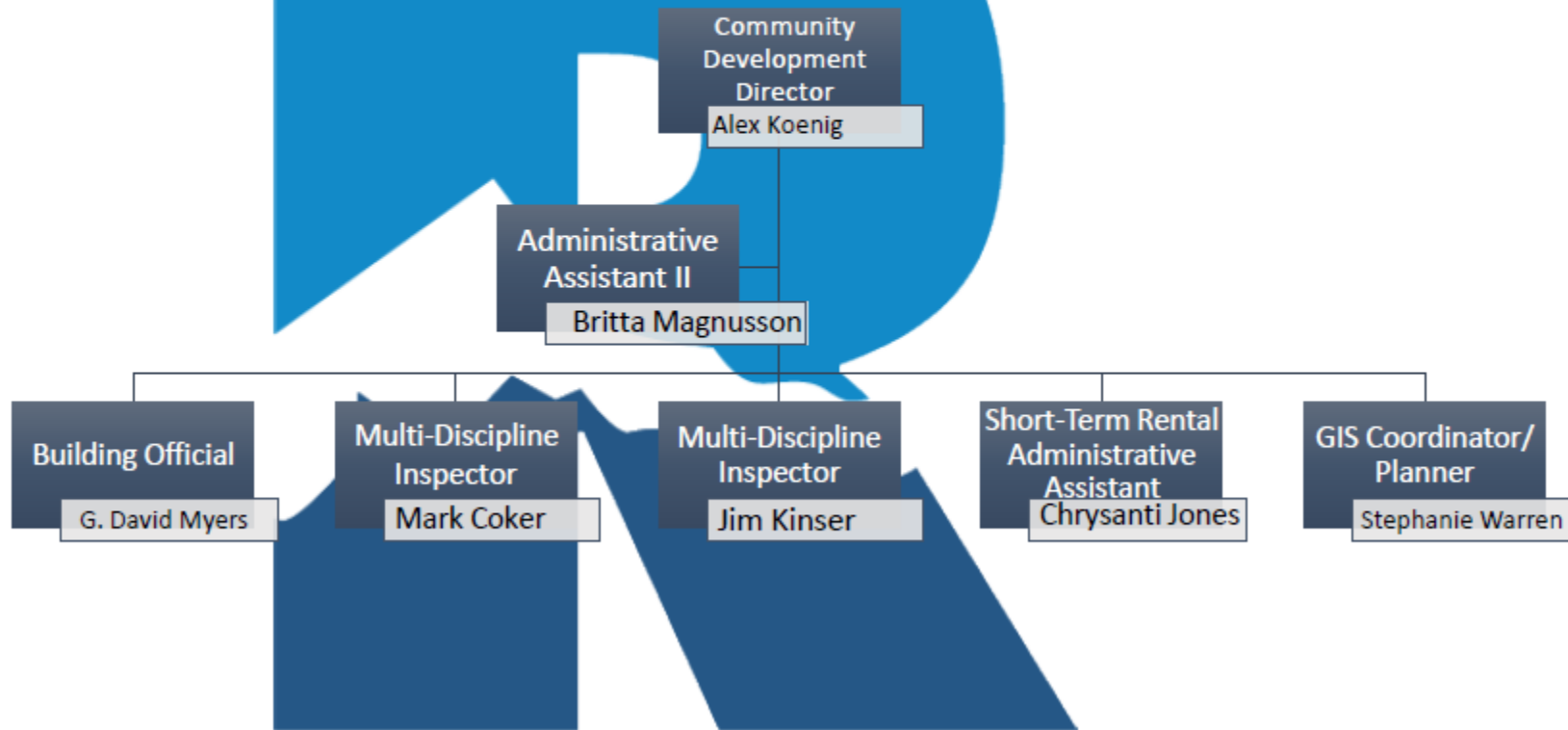
Purpose: Develop Goals for FY 2026 that align with Comprehensive Plan

Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending Date
Crosstrain Purchasing Agent and Capital Projects Specialist	Since the positions work in the same office, they should be able to back one another up.	Purchasing Agent and Capital Projects Specialist	Employee Time	February 2025	September 2025
<ul style="list-style-type: none"> Each position must train the other in their duties. 					
Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending Date
Additional Training for Procurement and Contracts	Since the Purchasing Agent and Capital Projects Specialist are new to the Village, additional training is needed. Suggested topics: procurement, contracts, wage decisions, and excel.	Purchasing Agent and Capital Projects Specialist	Employee Time	February 2025	June 2026
<ul style="list-style-type: none"> Look at NM Edge and other professional organizations for additional training opportunities. 					
Issue /concern	Goal	Responsible Party	Resources Needed	Starting Date	Ending Date
Hire Capital Project Manager	Position oversees the Purchasing Agent, Capital Projects Specialist, and the Project Manager.	Finance Director	Employee Time	February 2025	June 2026
<ul style="list-style-type: none"> Review job description and fill out requisition in NeoGov. 					

Purpose Statement

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

Community Development



Tactical Plan

Date: 1/17/2025

Department: Community Development

Purpose: Tactical Plan for Strategic Planning

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
<p>Description: Implement Metropolitan Redevelopment Area tools. The purpose of the Metropolitan Redevelopment Plan (MRA Plan) is to promote economic development in the Midtown district and the adjacent commercial districts that are the gateways into Midtown. The purpose of the New Mexico Metropolitan Redevelopment Code is to provide opportunities for rehabilitation or redevelopment of designated areas by private enterprises. Commercial areas that are underperforming can benefit from the public investments that are enabled by the Metropolitan Redevelopment Code.</p> <p>Tools available are as follows:</p>					

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 was created to focus on the revitalization of 0.25 miles within the Metropolitan Redevelopment Area.
- Finalized the conceptual master plan and presented to the Governing Body
- Identified the most impactful projects to stimulate reinvestment and revitalization.
- Awarded a grant from the Economic Development Administration (EDA) for the completion of construction plans for reconfiguration of the portion of Sudderth Drive from the intersection with Mechem Drive to the roundabout.
- The state has provided the required matching funds.
- Contract awarded to Stantec to serve as consultant.

Goals for 2025:

- Seek funding for projects.
- Focus on developing and revitalizing properties throughout the two MRA districts.
- Work on identifying and strengthening public-private partnerships.
- Initiate the Upper Sudderth Revitalization Project public engagement phase.
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GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
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<p>▪ 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.</p>	<p>Objective 6.5 – Develop Affordable housing to recruit and keep employees</p>	<p>Community Development/ Village Manager</p>	<p>Land/ Private Partners/ Grant funding</p>	<p>January 2020</p>	<p>ONGOING</p>
<p>Description:</p> <ul style="list-style-type: none"> • 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. <p>Substantial progress has been made on this goal. EP Ruidoso, LP has been granted a 9% Tax Credit from the New Mexico Mortgage Finance Authority. This grant will allow for the development of 72 units of apartments. Strengthening the relationship with EP Ruidoso, LP will be important in moving forward keeping the door open for future developments.</p> <p>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.</p> <p>Outreach to developers and investors will be focused on in the upcoming fiscal year.</p> <p><i>Continue to meet the following goals set in the Affordable Housing Plan:</i></p> <p><u>Policy and Regulatory Changes</u></p> <ol style="list-style-type: none"> 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:

- Development is nearing completion at 603 Mechem Drive to add 10 units of workforce housing for families in two- and three-bedroom homes.
- Land Use Ordinances have been modified to allow for more flexibility in multi-family housing options where in-fill is appropriate.
- Continued public education and outreach to provide information regarding workforce housing.
- Encourage rehabilitation and replacement of existing dilapidated and vacant structures that are vacant through community engagement efforts.

Goals for 2025:

- Finish strategic planning with the Workforce Housing Board
- Work on creating public-private partnerships and creating an incentive plan for workforce housing development.
- Identify additional suitable properties for workforce housing.
- Conduct more community outreach to increase awareness and support of workforce housing in the Village.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
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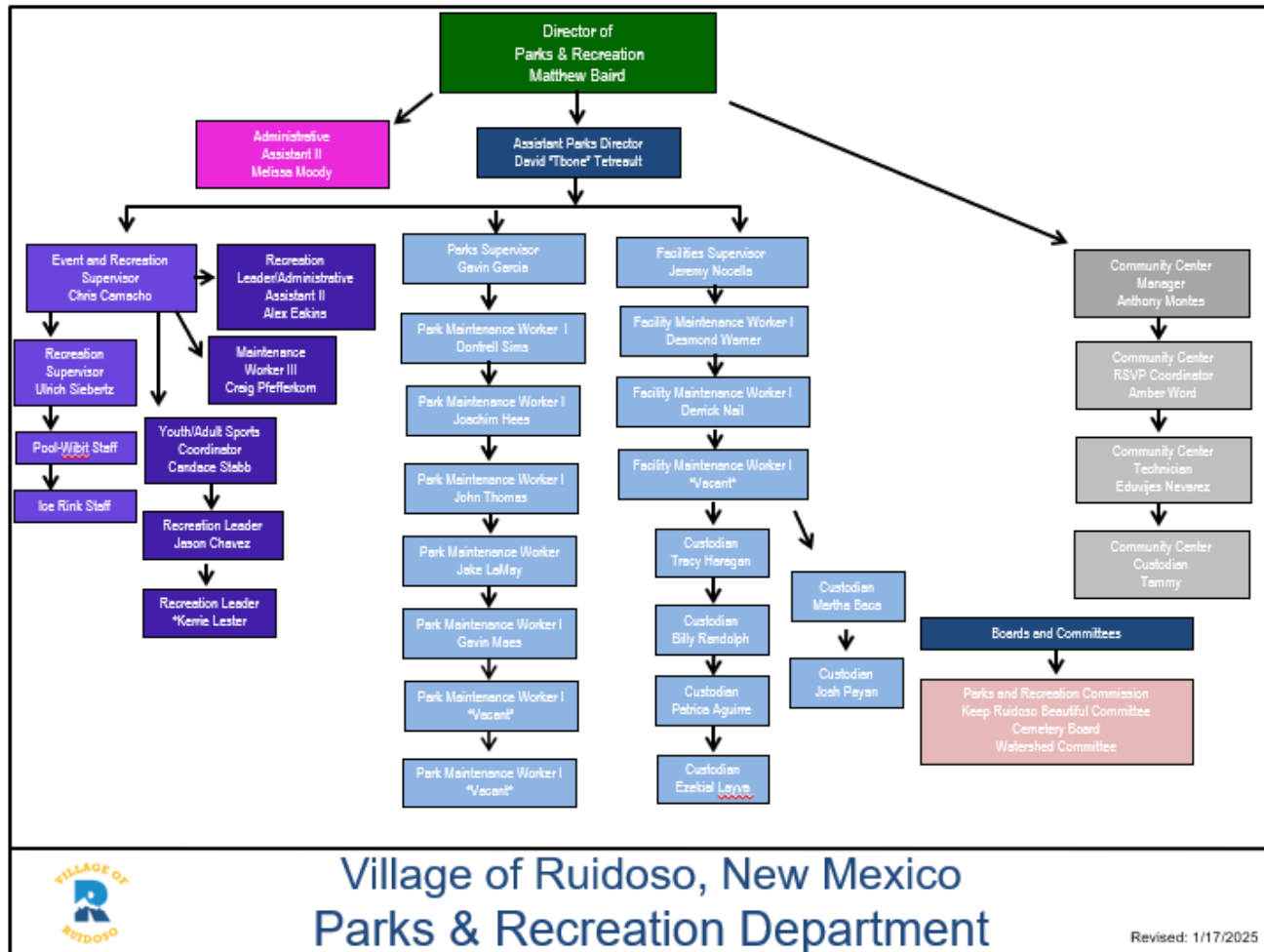
<p>Goal 3. Ruidoso's governance is transparent, and regulations are easy to understand.</p>	<p>▪ Policy 3.2. Prioritize clear, coordinated department policies and procedures. Action 3.2.A. Continue to hold regular meetings with all department leadership to maintain open communication, improved efficiencies, and fewer redundancies.</p>	<p>Community Development Director</p>	<p>\$35,000</p>	<p>January 2023</p>	<p>ONGOING</p>
<p>Goals for 2025:</p> <ul style="list-style-type: none"> • Review permitting process to be more efficient and accountable. • Review and update permit fees. • Improve forms and website. • Create a meeting space and kiosk in the Village Hall lobby to better serve customers. • Support efforts to rebuild after Southfork floods • Continue efforts to provide consistent customer service exceeding expectations. 					
<p>GOAL</p>	<p>STRATEGIC PLAN ITEM</p>	<p>RESPONSIBLE PARTY</p>	<p>Resources Needed</p>	<p>Starting Date</p>	<p>Ending Date</p>
<p>Goal 4. Update the Village Comprehensive Plan</p>		<p>Community Development Director</p>	<p>\$125,000</p>	<p>February 2025</p>	<p>February 2026</p>
<p>Description: Complete an Update to the Village Comprehensive Plan</p> <p>The Comprehensive Plan was last updated in 2019. It is typical to review and amend a comprehensive plan every five years to ensure the vision and goals align with current Village policies and development trends and to account for progress made in implementing the plan.</p>					
<p>Goals for 2025:</p> <ul style="list-style-type: none"> • Identify and bring consultant under contract • Formulate a scope of work • Conduct research and public outreach • Complete consensus draft for adoption in early 2026 					



GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal 5. Implement revised Short-Term Rental (STR) Ordinance and new software program		Community Development Director	\$600,000	May 2025	ONGOING
<p>Description: An overhaul to the Short-Term Rental (STR) is being considered. The changes would provide additional revenue to be more responsive to community concerns and provide staffing for inspection of all licensed properties annually. This effort is intended to balance a neighborhood quality of life for full-time and seasonal residents by providing consistent and outstanding and safe visitor experience for short-term rental lodgers.</p>					
<p>Goals for 2025:</p> <ul style="list-style-type: none"> • Contract with software vendor with target deployment of June 1, 2025 • Draft job description for Short-Term Rental Inspector position with target hire date of September 1, 2025 • Draft job description for Short-Term Rental Administrator position (upgrade of Short-Term Rental Administrative Assistant position) with target date for change of September 1, 2025 • Develop and implement STR owner/operator training program • Review and update required in-unit postings and information • Coordinate with Fire and Police Departments to formalize STR complaint response, investigation, and reporting • Implement STR management companies quarterly round-table • Establish an internal STR working group to identify community impacts of STRs and resources to address critical needs 					

Purpose Statement

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



Tactical Plan

Date: 1/17/2025

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	\$500,000 We will be actively seeking grants to cover these costs.	January 2025	December 2025
<p>Description: Complete improvements and rehabilitation to Two Rivers Park include replacing the washed-out bridge, pavilion, and benches/picnic tables. We are also wanting to add an additional pavilion.</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	<p>Action 1.1.B. Identify future Parks and recreation needs based on growth.</p> <p>Action 1.1.P. Improve/Update recreation infrastructure in all existing parks to better serve the needs of users.</p>	Parks and Recreation Director and Assistant Director	This project is already fully funded by grants.	January 2025	May 2025

Ruidoso residents and visitors."					
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Description:
Complete the design and construction of the Alto Disc Golf course.

- Steps needed to achieve this goal:**
1. Work with Dynamic Dookie to work through design work.
 2. Ensure the project follows the 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 2025	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	Action 1.1.B. Identify future Parks and recreation needs based on growth.	Parks and Recreation Director and Assistant Director	\$500,000 We are going to seek grants for	January 2025	December 2025

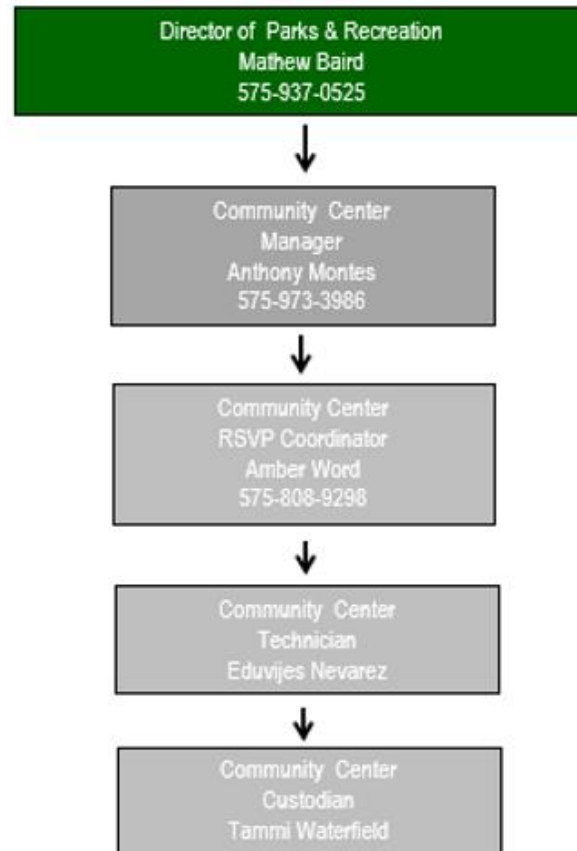
Recreation opportunities are available for Ruidoso residents and visitors."	Action 1.1.P. Improve/Update recreation infrastructure in all existing parks to better serve the needs of users.		these improvements actively		
<p>Description: Make improvements to Country Club property. These can include things like a gazebo to hold ceremonies such as weddings and a new barrier between the parking lot and the park.</p> <p>Steps need 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.B. Identify future Parks and recreation needs based on growth. Action 1.1.C. Create and adopt a trail master plan. Action 1.1.D. Develop and adopt a recreation center master plan. Action 1.1.G. Identify the 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)	December 2025
<p>Description: Create and adopt a comprehensive master plan for parks, recreation, and trails master.</p> <p>Steps need to achieve this goal:</p> <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 entities throughout the process to develop a comprehensive master plan.
5. Hold public meetings.
6. Present the plan to the Parks and Recreation Commission.
7. Present the plan to the Governing Body for approval.

Purpose Statement

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

COMMUNITY CENTER



Tactical Plan

Date: January 2, 2025

Department: Community Center

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 2025	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 Community Center Manager. The Village of Ruidoso shall maintain emergency preparedness through proper training in case of any disaster.</p> <p>Goal #1 Continued 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.</p>					



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.
April 16, 17, 18, 2024: Incident Command Systems 300 training with Emergency Management and Homeland Security.
June 2024: Southfork Fire and Salt Fire incidents. Community Center utilized as first responders staging area.
September 28, 2024: Red Cross Training on shelter fundamentals and how to set up and break down a shelter.

2025 Tactical Plan:

- Training through the Village of Ruidoso Emergency Management will resume in 2025 when training is scheduled.
- Ruidoso Community Center staff will continue to read through the shelter fundamentals handbook to keep educated in the event of a disaster while anticipating further training through Red Cross and VOR Emergency Management in 2025.
- Ongoing efforts with Emergency Operations staff to be aware when situations arise and have staff on board to assist.
- The goal is for Community Center staff to be properly trained by December 2025 as training sessions are permitted and scheduled.
 - For a shelter to be equipped with the necessary items to properly handle all situations in a disaster the shelter would need showers and generators in case of power failure.
 - The Village of Ruidoso has been making plans to have mobile showers available for any situation that arrives, and staff will be in touch with emergency management to put together ideas on mobile showers.
 - Discussion regarding installation of a generator for the Ruidoso Community Center has been postponed and should be initiated as soon as possible in case of an emergency.

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, Parking Lot Renovation and Addition.	Community Center Manager	Capital Outlay and Village of Ruidoso Funding	January 2025	December 2025

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:

February 2024: Architect design was completed with funding from the New Mexico Aging & Lon-Term Services Department for an addition to the center.
April 2024: A grant application was submitted to the New Mexico Aging & Lon-Term Services Capital Outlay Department for an addition to the center.
May 2024: Commercial and small kitchen and dining room ceiling renovation.

June 2024: Restroom renovations.
July 2024: Replacement of appliances in small kitchen area.
October 2024: Heating and cooling vents added to Community Center lobby for proper ventilation of air from existing office furnaces.

2024 Tactical Plan:
 Community Center Staff will seek funding to renovate and add additional parking to the current parking lot that exists. Staff will attend training on the new Capital Outlay application process that will exist starting in 2025. The plan is to create more parking spaces for the public that utilizes the center. The center shares a parking lot with the Village of Ruidoso Parks & Recreation Department for the playground and the public swimming pool, so the idea is to add additional parking to the northeast side of the building for its own patrons. Staff will finalize and submit applications that are due in April 2025.

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 2025	December 2025

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.
 Ruidoso has a high number of retirees and elderly people that want to remain active, and the Community Center is a resource that they can utilize. 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: Staff sought funding with the 2024 Capital Outlay process for an addition to the Ruidoso Community Center. Will obtain results in 2025.

April 2024: The Community Center was able to host AARP Free Tax Preparation by appointment only. Tax aid volunteers prepared 383 total tax returns in 2024.
December 2024: The Ruidoso Community center has seen an increase in over 250 participants in the year 2024 that have joined the center for its activities and equipment usage.

2025 Tactical Plan:

- The Community Center Manager will continue be responsible for the outreach to advertise and introduce programming.

Goal #3 Continued

- Programming within the Community Center has been rising significantly due to the programming, equipment, and meals the 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 volunteer opportunities	Community Center Manager	Staff	January 2025	Ongoing

Description:

Policy 4.1- Promote environmental volunteerism and stewardship to all Ruidoso community members.
 Action 4.1B- Create a clearing house where all stewardship and volunteer opportunities are distributed so Ruidoso's residents, employees, business owners, and visitors can easily become involved.

Progress:

Senior Volunteer Program 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 that the Community Center has set forth for the grant application. There are many more volunteer stations in our community that need information made available for volunteers seeking opportunities. The Ruidoso Community Center has gathered all information regarding volunteer opportunities in the Lincoln County area. In 2024, 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 or email the Community Center where they are interviewed and invited into the many volunteer opportunities 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 that afforded funding resulting in more recognition, uniforms, and mileage reimbursement could be implemented for volunteers.

Goal #4 Continued

May 3, 2024: 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. Appreciation awards and gifts were given out for all their many years in service, hard work, and dedication. Door prizes that were donated by local business were given to volunteers as extra recognition which showed huge support.

June-September 2024: The Retired and Senior Volunteer Program Staff worked with FEMA and Red Cross to gather volunteers for the South Fork and Salt Fires along with flooding disasters that hit the Ruidoso area. Volunteers assisted with gathering and distributing clothing and food to those in need because of complete losses or inability to gather items because of power outages and evacuations. Volunteers also helped with debris removal after the disaster. RSVP staff helped to gather volunteer hours that could possibly help the Village of Ruidoso and surrounding areas for reimbursements from federal and state programs to continue to help those in need.

September 2024: 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 2024: 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.

October 2024 through January 2025: 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 and Christian Services have been handing out the items to those in need during the cold winter months.

Continuous: A 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 is very beneficial to volunteers as gas prices have seen a rise over the past years.

2025 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.

Goal #4 Continued

- 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.
- RSVP Staff will attend training for a moderation plan that AmeriCorps will see in 2025 which will affect the grant application process. The grant application will be more difficult so training will be ongoing to better understand how the new grant will be written for future funding.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal #5 Ruidoso offers community services for all its residents and employees	Nutrition Programs Lunches and Breakfasts Provided Weekly	Community Center Manager	Village of Ruidoso Funding and Donations from the Public	January 2025	Ongoing

Description:
 Policy 1.1- Provide convenient community services to serve all of Ruidoso's residents and employees, especially those most in need.
 Action 1.1.D- Meet the needs of seniors in the community center with appropriate programming.

Progress:
 The Community Center has been able to continuously provide lunches, breakfasts, and daily snacks to the public 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 impacted with food insecurity. Most of our area seniors and working families are on a fixed income that will hardly pay for their living expenses so the need for extra food in the community is at an all-time high.

Staff finalized the architect plans for an addition to the Ruidoso Community Center. This architect project completion allowed staff to apply for funding through the New Mexico Aging & Long-Term Services Capital Outlay Department for an addition to the center which will add more kitchen and storage space for the center.

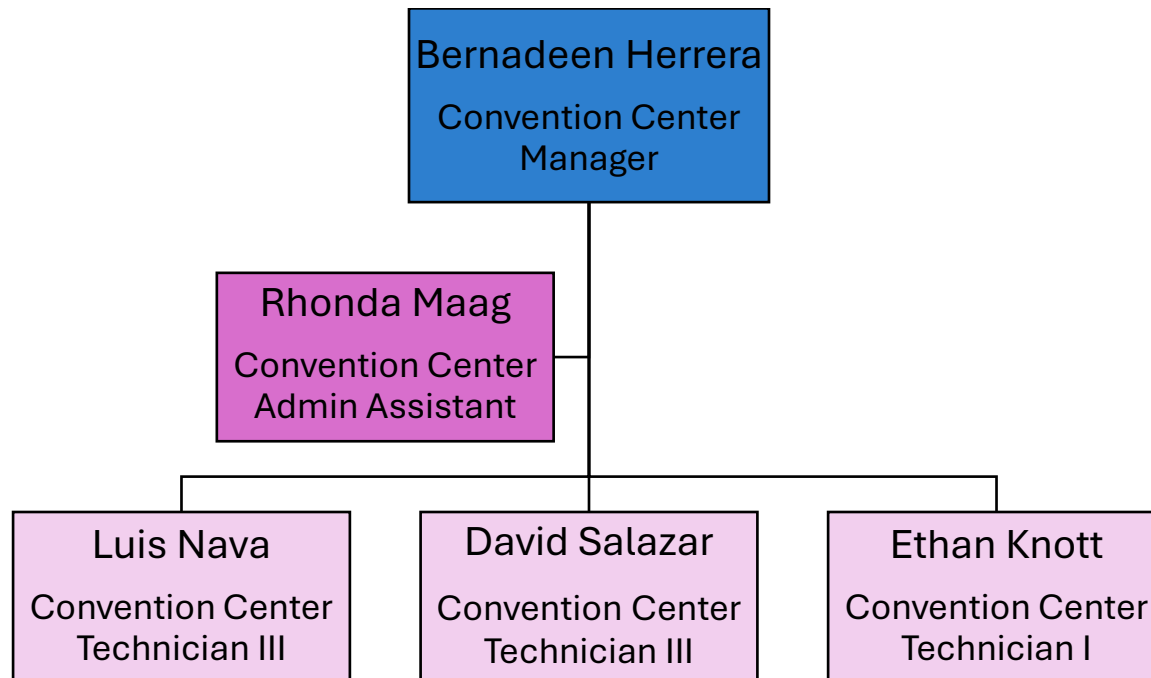
2025 Tactical Plan:

- 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 2025.
- 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.
- 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.

Ruidoso Convention Center

Purpose Statement

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



Tactical Plan

Date: January 16, 2025

Department: Convention Center

Purpose: Tactical Plan for Strategic Planning

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Economic Development Goal	Continue to grow our customer base to reflect “A” groups such as government, associations and multi-day events	RCC Sales Department and RCC staff in coordination with MCM Elegante Staff	Increased coordination with MCM Elegante partners and the Manager of Events and Strategic Partnerships	January 2025	ongoing

Goal:

To increase usage targeting multi-day groups that put heads in beds and add to the economic vitality.

Description:

The convention center is a source of income for the Village as well as an economic driver for local businesses. When we attract “A” groups they tend to spend locally at hotels, restaurants, recreation and retail, therefore we will continue our sales effort to target these types of groups as described in our marketing plan.

Progress:

- Renewed contract with MCM Elegante marketing and sales for the convention center
- Working with the Manager of Events & Strategic Partnerships in bringing new groups to the Convention center
- Secured dates for New Mexico Municipal League for their 2025 conference

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
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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	1/25	Ongoing
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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 was replaced and completed in April 2024
2. Replaced carpet in rooms 4, 5 & 6
3. Purchased 200 10' tables, 100 round tables, 10 bar tables, stage & dance floor

Steps to achieve this goal:

1. Obtain quotes to replace 1500 banquet chairs
2. Procure vendors for the above items

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal	Re-surface & stripe the Convention Center parking lot	RCC Manager & MCM Elegante	VOR-budgeting MCM Elegante The Links	1/25	2026

Description:
Re-Surface and stripe parking lots for Convention Center, MCM Elegante and The Links Golf Course Referred to as "common area"

Steps needed to achieve this goal:

- Obtained new numbers to re-surface the parking lot and the cost was much higher than expected
- Look at other funding components

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal	RCC Refresh	RCC Manager	VOR-budgeting	1/25	ongoing

Description:
 Re-stucco, paint and re-rock the exterior of the convention center

Steps needed to achieve this goal:

- Obtain quotes for the above item
- Procure vendors for the above item

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal	Convention Expansion	RCC Manager Deputy Village Manager	State Convention Center/Hotel Options	Ongoing	Ongoing

Description:
 Expand convention center on North side of building

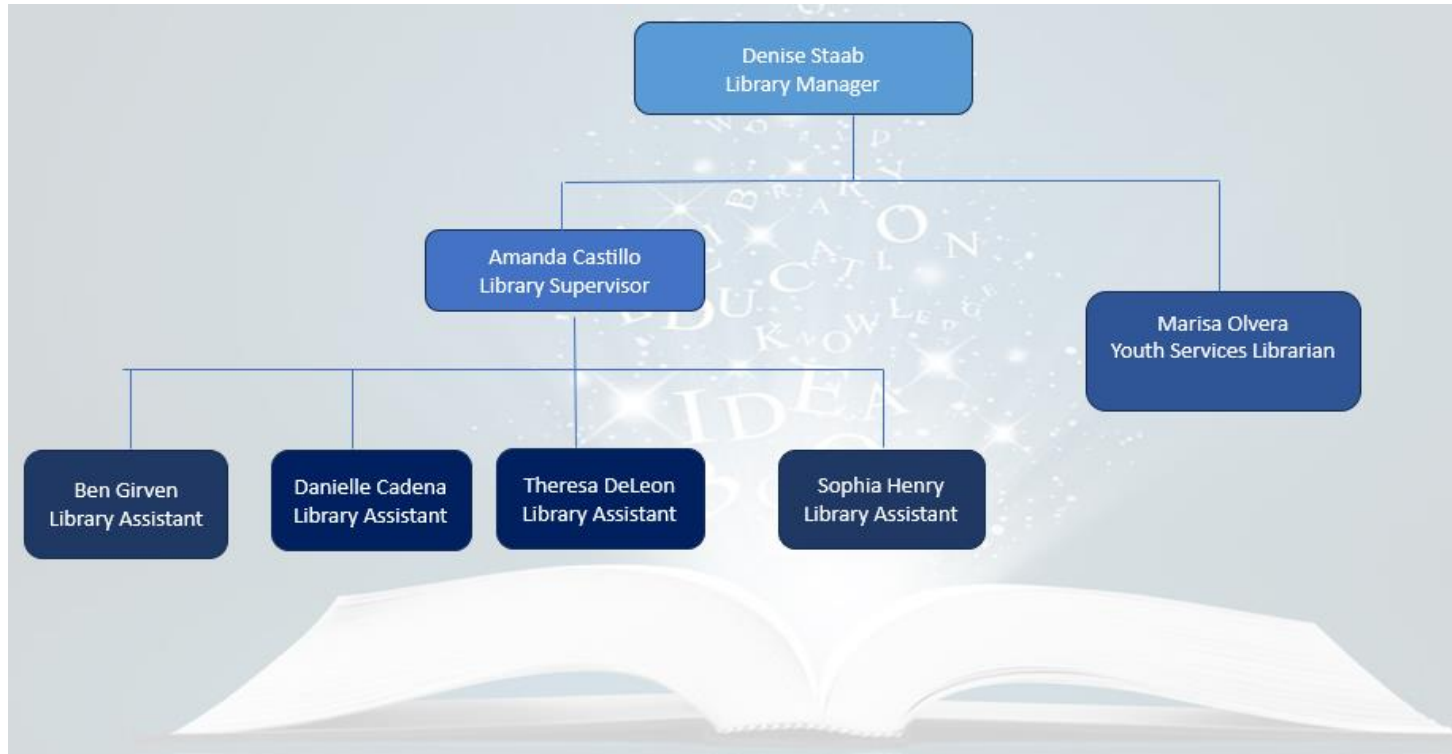
Steps to achieve this goal:

- Research State Convention Center/Hotel Options
- Obtain quote for design and expansion under current footprint
- Present to council expansion options
- Discuss with MCM Elegante Partnership & future development

Ruidoso Public Library

Purpose Statement

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



Tactical Plan

Date: January 2025

Department: Ruidoso Public Library

Purpose: Departments shall create 5 tactical plan goals.

GOAL 1	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Enhance, sustain, and build library programming for a diverse population.	<p>Community Services Goal 1: Ruidoso offers community services for all its residents and employees.</p> <p>Policy 1.1: Provide convenient community services to serve all of Ruidoso's residents and employees.</p>	<p>Library Manager, Library Supervisor, Youth Services Librarian</p>	<p>Funding from Friends of the Ruidoso Public Library, staff, collaborative partners.</p>	<p>January 2025</p>	<p>Ongoing</p>
<p>Description: The library will enhance current programming through outreach and create new programming to help ensure the diverse population of Ruidoso has their varied educational and quality of life needs met.</p> <p>Steps need to achieve this goal:</p> <ul style="list-style-type: none"> • The Library Manager and Youth Services Librarian will add at least 4 STEAM programs a year for youth in the community. • The Library Manager and Supervisor will ensure that at least 6 programs a year are conducted for adults. • The Library Manager, Supervisor and Youth Services Librarian will conduct at least 4 family friendly programs for the Ruidoso Community each year. • The Library Manager and staff will ensure that at least 4 passive programs a year are created for Adults and Youth. • The Library Manager and Supervisor will ensure that staff are trained in various types of library programming. 					
GOAL 2	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Enhance, sustain, and build upon community engagement for the library.	<p>Community Services Goal 1 - Ruidoso offers community services for all its residents and employees.</p> <p>Policy 1-1: Provide convenient community services to serve all of Ruidoso's residents and employees.</p>	<p>Library Manager</p>	<p>Friends of the Library Program Funds, Outreach Cargo Transit Van, Staff.</p>	<p>January 2025</p>	<p>Ongoing</p>

Description:
The library will enhance, sustain and build upon community engagement to better serve our community through onsite and offsite programming and through consistent marketing.

Steps need to achieve this goal:

- The library will participate in at least 3 community engagements for the library.

PROGRESS:
The library engaged the Community in October 2024 for Aspen Fest, Ft Stanton Trick or Treat and Midtown Trunk or Treat. We also engaged the community in November of 2024 for the Ruidoso Valley Greeters Christmas Jubilee.

- The library will conduct at least 2 offsite programs per year.
- The library will continue to market programs and services using varied marketing strategies according to our Marketing Plan 2023.

PROGRESS:
The library markets all our programs on Facebook and Instagram. Regular and special programming is also marketed in the Village Newsletter as well as on our website. A recap and look forward is posted on Facebook once a month.

GOAL 3	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Enhance, sustain, and build upon library technology, software, and infrastructure.	Community Services Goal 1: Ruidoso offers community services for all its residents and employees. Policy 1-1: Provide convenient community services to serve all of Ruidoso’s residents and employees.	Library Manager, Library Supervisor, Youth Services Librarian	Funding from regular Budget, SGIA, and GO Bonds	January 2025	Ongoing

Description:
The library will enhance, sustain and build upon current Library Technology.

Steps need to achieve this goal:

- The Library Manager will create a Technology Plan to update/replace computer hardware and software.
- The Library Manager, Supervisor and Youth Services Librarian will make a yearly review of databases and other software associated with services.
- The Library Manager and Supervisor will ensure that updates/replacements are put into the yearly budget.
- The Library Manager and Supervisor will ensure that library staff are trained in various tech equipment and software



GOAL 4	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Enhance, sustain, and create library facilities and spaces.	<p>Community Services Goal 1: Ruidoso offers community services for all its residents and employees.</p> <p>Policy 1-1 – Provide convenient community services to serve all Ruidoso.</p> <p>Policy 1-1-G – Expand and update the public library to provide more space that is modern, functional, and flexible for programs, meetings, and resources for community members of all ages.</p> <p>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.</p>	Library Manager, Library Supervisor	Cargo Transit Van, Space for larger programs and additional materials, Library Department Reorganization, Funding from regular Budget, SGIA, GO Bonds, and County Grants.	January 2025	Ongoing

Description:

The library will enhance, sustain and create library facilities and space to best serve our community.

Steps need to achieve this goal:

- The Library Manager and Supervisor will create a maintenance plan and work with Parks Maintenance Staff to ensure that our facility is maintained.
- The Library Manager and Supervisor will work with Capital Project Managers to update facilities and ensure greater ease of access for all patrons.

PROGRESS:

January 2025 - The Library Manager has been working with Capital Project Manager to install automatic doors on one side of the front entrance of the library. This will provide better access not only for our patrons who bring strollers but also for our patrons with disabilities. This upgrade is scheduled to be completed by the end of January 2025.

GOAL 4 CONTINUED

- The Library Manager and Supervisor will ensure that security equipment is updated/replaced as needed.
- The Library Manager will seek ways to create more space for library programming and materials.

PROGRESS:



July 2024 - The library has been given funds requested in FY 25 to purchase a cargo transit van for the purpose of Outreach Programming and to deliver materials to designated areas. This will help community members who are being underserved as well as increase access to library materials. Library Manager working with Finance Director and Deputy Manager to find a Cargo Transit for purchase.

JANUARY 25 - The Library Manager has been speaking with the Deputy Village Manager about increasing space for library programming and materials. A Village owned building for use as a Library Branch and for use by the Museum for Educational Programming has been discussed.

- The Library Manager will work with Village Management to do a reorganization of the Library Department. The reorganization will provide better trained employees, create upward mobility with responsibility and pay, as well as continuity and sustainability.
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GOAL 5	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Enhance current and create new diverse, consistent, and reliable funding for the library.	Community Services Goal 1 – Ruidoso offers community services for all its residents and employees. Policy 1-1: Provide Convenient community services to serve all Ruidoso residents and employees.	Library Manager, Library Supervisor	Friends of the Library volunteers and funding, collaborative partners, and staff.	January 2025	Ongoing

Description:
The library will create new, diverse, and consistent reliable funding for the library.

- Steps need to achieve this goal:**
- The Library Manager and Supervisor will partner with the Friends of the Ruidoso Public Library to ensure that at least two fund-raising events are conducted each year.
 - The library will partner with The Friends of the Library Board to ensure consistent coverage of the Friends Book Shoppe.
 - The Library Manager and Supervisor will seek partners to help with fund-raising activities.

Events and Strategic Partnerships

Purpose Statement

Events and strategic partnerships are a key element in driving growth and development. Organizing well-curated events not only attracts tourists but also engages the local community in fostering pride. Collaborations allow for shared resources, increased promotional reach, and the creation of unique offerings. This allows for data-driven decisions to ensure that resources are allocated effectively, optimizing the return on investment for both the community and tourists.



Tactical Plan

Date: 1/22/2025

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	Ongoing	January 2025	Ongoing

Description:

When evaluating community events, our goal is to assess their direct impact on increasing tourism within our community. We strive to determine the appropriate level of funding to provide event organizers, ensuring that our support not only attracts visitors but also generates positive outcomes for Lodger's Tax and General Receipts Tax (GRT). This strategic focus on community events strengthens local engagement and drives economic growth. Furthermore, the insights gathered will guide event organizers and the Village in making informed decisions regarding events in the following areas.

Steps need to achieve this goal:

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:

We successfully hosted a summer concert series and several other successful community events.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
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Music Events	To work towards bringing in musical groups that complement the community.	Eddie Ryan	Pollstar subscription	January 2025	Ongoing
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Description:

Our objective in evaluating music events is to assess their direct impact on boosting tourism within our community. By identifying the optimal funding levels for music event organizers, we aim to strategically attract visitors while maximizing the positive contributions to Lodger's Tax and General Receipts Tax (GRT). This deliberate focus on music events not only enhances local engagement but also fuels the economic growth and overall prosperity 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 outreach through various channels.

Progress:

We successfully hosted a chuck wagon concert with various local talents.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Film Events	Work as the film liaison for the Village of Ruidoso.	Eddie Ryan	FilmRuidoso.com website. Location Pro Subscription.	January 2025	Ongoing

Description:

As a film liaison, our core mission is to evaluate and amplify the impact of film productions in boosting tourism and economic activity within our community. By fostering strategic partnerships with film producers, we aim to ensure that their work attracts visitors and makes measurable contributions to Lodger's Tax and General Receipts Tax (GRT). By focusing on film-related events and productions, we seek to foster community engagement, strengthen the local film industry, and maximize economic benefits. This comprehensive approach includes assessing the influence of the film industry, encouraging active community participation, and leveraging opportunities for sustainable economic growth.

- Steps need to achieve this goal:**
- 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 Stakeholders:** Establish collaborations with film producers, directors, actors, production and studios, 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.

Progress:
We successfully hosted The Lost Bus movie, a 200-million-dollar Matthew McConaughey movie produced by Apple Studios.

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	Full size 4x4 SUV with third seat, and Ruidoso branding.	January 2025	Ongoing

Description:
In our strategic approach to outdoor recreational events, we focus on enhancing outdoor recreation as a pivotal driver of tourism and economic growth. Our goal is to evaluate events based on their ability to engage participants in outdoor activities, ensuring that funding is allocated in a way that maximizes benefits for the community, particularly through Lodger's Tax and General Receipts Tax (GRT). We are committed to promoting outdoor recreation to foster local engagement and stimulate economic development, capitalizing on our natural assets to create unforgettable experiences. Our funding decisions prioritize events that not only attract visitors but also highlight the unique outdoor opportunities our community has to offer. By leveraging data-driven insights, we empower event organizers and the Village to make informed decisions that align with the natural appeal of our area. This approach includes evaluating the impact of events on popular outdoor destinations, adventure tourism, and activities that showcase our region's distinctive charm. With a clear focus on outdoor recreation, our strategy aims to cultivate a thriving community that attracts tourists while delivering lasting benefits for both 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:
We booked The IRONMAN 70.3 Triathlon, XTERRA Gold Elite Triathlon and the XTERRA World Championships.



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	Ongoing	January 2025	Ongoing

Description:

In our approach, we prioritize the role of strategic partnerships to assess their direct impact on boosting tourism within our community. Our goal is to evaluate events not only for their ability to attract visitors but also for their potential to generate positive effects on Lodger's Tax and General Receipts Tax (GRT) through collaborative efforts. By emphasizing strategic partnerships, we aim to determine the optimal level of funding to allocate to event organizers, ensuring that our support fosters local engagement and contributes to sustainable economic growth. Additionally, the data collected will be crucial in helping both event organizers and the Village make informed decisions about future events. Through these partnerships, we will create a vibrant and impactful event strategy that maximizes community benefits and drives long-term tourism growth.

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:

We successfully hosted several events with local organizations such as Aspenfest, Midtown Halloween and Christmas Parade.

Wingfield House Heritage Museum

Purpose Statement

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



Tactical Plan

Date:

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"> • Continue to collect donations and develop off-site storage area in Horton building. • Develop museum-specific disaster recovery procedures binder after Horton storage is in service. 					
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	Create a welcoming place for the community and museum visitors	Museum Manager/Curator	Would be great to have a staff position to dedicate to education programs		

active in community building efforts.					
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Description:
 Visitor experience at the museum impacts the reputation of the museum and the success of future exhibits and programs. Many different factors contribute to the visitor experience at a museum: a visitor's ability to move easily around the site, the quality of the exhibits and activities at the museum, the museum's ability to accommodate their learning style, and amenities on the site, for example. Strategies to achieve this goal include implementing staffing at the museum, accommodating different learning styles and interest levels, and establishing easy access to the museum.

Steps needed to achieve this goal:

- Develop programs for volunteers to effectively assist with visitors.
- Develop outdoor areas for programs and events.
-

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	Would be great to have a staff position to dedicate to education programs		

Description:
 The heart of any museum is education, which may happen on-site, in outreach programs, or even virtually. With the current staffing levels, the museum needs to identify where educational efforts can have the most effect on visitors and community members. Strategies to achieve this goal include creating outreach activities, developing content in multiple media types to reach the community, and increasing on-site educational capacity by building an Education Center.

Steps needed to achieve this goal:

- Continue to develop outreach activities
- Enhance the museum website and social media
- Continue museum-based program on KRUI
- Establish regular adult and family programs such as family days and book club



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			
<p>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.</p> <p>Steps needed to achieve this goal:</p> <ul style="list-style-type: none"> • "Friends of the Wingfield House" organization to raise enough money to set up accounts with Community Foundation • Develop fundraising activities for Friends group • Identify grants for exhibits, programs, and other needs. 					

KRUI 1490

Purpose Statement

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



Tactical Plan

Date: 01/28/25

Department: KRUI 1490

Director: Greg Widener

Purpose: DEPARTMENTS SHALL CREATE 5 STRATEGIC PLAN ITEMS

COMP PLAN 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	Create organization within the radio station and assign roles, Setup possible internships with local college and schools.	Team	Policies and training	January 2025	
<p>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.</p> <p>Progress:</p> <ul style="list-style-type: none"> Andrew Sullens has been trained and has a working understanding of the radio operations. <p>2025 Goals</p> <ul style="list-style-type: none"> Explore the possibility of hiring/contracting a sales manager. Meet with ENMU leadership and implement an internship for students. 					
COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
ECONOMIC DEVELOPMENT GOAL 3.2	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	Greg, & The Agency	Website and budget	January 2025	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

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 Monday with the Mayor, 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 \$720/qtr.
 - Lincoln County/Ruidoso DWI Program \$300/MTh
 - Village of Ruidoso HR Job Opening PSA's and other VOR PSA's

2025 Goals:

- Marketing Strategy-Create brand awareness and build audience as well as clients
- 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, Ruidoso Midtown Association, DWI Grant, and Eddie Ryan - Manager of Events & Strategic Partnerships to bring in additional advertising revenue

COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
ECONOMIC DEVELOPMENT GOAL 3.2	Explore options for installing an FM frequency translator for KRUI-1490	KRUI staff	Capital improvement and maintenance budget	01/01/25	

<p>DESCRIPTION: Installing a FM frequency translator for KRUI-1490 will significantly increase the reach of the radio station and position staff to increase revenue through ad sales.</p> <p>2025 Tactical plan Research and explore options for installing an FM frequency translator for KRUI-1490. Research and explore the addition of an emergency studio at the tower site. Explore options on purchasing the land at the tower site. Develop a budget needed to support both installation and maintenance of new equipment. Present plan for approval and execution.</p>					
COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
ECONOMIC DEVELOPMENT GOAL 3.2	Integrate radio programming and marketing plan into broader tourism promotion strategy through Team Tourism.	Team Tourism/Eddie Ryan	Minor investment, Teamwork, additional digital displays, digital signage software	01/01/25	Perpetual
<p>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.</p> <p>2025 Tactical Plan Meet with Team Tourism to develop a plan to integrate KRUI-1490 into a comprehensive marketing plan for tourism. Work with Eddie Ryan to create and promote additional radio shows for events such as the Under a Mountain Sky summer concert series and the Xterra Triathlon.</p>					
COMP PLAN GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
ECONOMIC DEVELOPMENT GOAL 3.2	Develop a series of cultural and historical programs highlighting Ruidoso's heritage	Greg Widener/Stephanie Long	Minor investment, Teamwork,	01/01/25	Perpetual
<p>DESCRIPTION: Expanding on the work already completed by the radio station staff in 2024, develop a series of historical programs for KRUI-1490 and partner with the Wingfield House Museum.</p> <p>2025 Tactical Plan:</p>					

Write and produce a weekly historical fact segment, Ruidoso Rewind (5-7 minute in length). Explore other program ideas to help with the promotion of the Wingfield Heritage House Museum.

Team Tourism

Purpose Statement

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

Tactical Plan: Team Tourism

Date: January 1, 2025

Department: Tourism

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
<p>Description: When we are analyzing events, we want to determine the direct impact events have on 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.</p> <p>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> <ol style="list-style-type: none"> 1. Marketing and Advertising <ol style="list-style-type: none"> a. Audience segmentation b. Potential for growth 2. Event Date Optimization <ol style="list-style-type: none"> a. Identify key dates to maximize attendance. 3. Event Strategies and Implementation <ol style="list-style-type: none"> 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 2024, we continued to work with the Lodgers' Tax Committee to streamline the application process for funding events. In turn, the funding and reimbursement process has run smoothly. We continue to work to educate those applying for funds on the very specific things that Lodgers' Tax funds can be used for.

The mobilitytics tool and the Economic Impact Calculator are still used to analyze all events, and we are looking at additional ways to track what is bringing visitors to town and putting "heads in beds". The information gleaned from these reports continues to allow the Village to make decisions about events based on concrete data analysis.

GOAL	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

Description:

The Village has several key assets/attractions that are located within the Lincoln County. It is critical to our success to understand how those assets impact tourism to the Village and how those assets help to formulate the tourism economy with the community. The majority of these assets are managed by parties not directly associated with the Village, but their presence within our community has tremendous implications to the tourism economy. Understanding the key economic drivers in our community from an asset/attraction standpoint will help us to better understand how we can cross-collaborate to help the asset/attraction which drives continued economic growth. We are also able to craft our marketing strategy based on these attractions.

Steps need to achieve this goal:

1. Identify the key assets/attractions.
2. Determine their overall value.
3. Determine ways the Village could provide useful information to the assets to increase the effects on the tourism economy and increase revenues for the asset/attraction.

Progress:

Team Tourism continues to engage in ongoing conversations with the assets/attractions, and we will continue to function as a central spoke to help champion the tourism and economic goals of the Village through partnerships with regional assets. We will continue to market and work with all our assets and attractions in this same way to ensure that people know about them and want to visit them and us.



GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Competitive Market Analysis Economic Development Goal 1	Utilize analytics to determine the performance of our statewide competition and identify new potential audience growth.	The Agency	None	January 2021	Ongoing

Description:

Analyze the strengths of our competitors across the state/region and use this data to determine new potential market segments. It is important to keep our eyes on our competitors as a metric to our economic performance. We can utilize data to determine emerging market segments and potential for new growth.

Steps need to achieve this goal:

1. Monitor social channels of competitors.
2. Monitor competitor websites.
3. Monitor competitor email campaigns.
4. Maintain database of competitor ad campaigns.

Progress:

This ongoing exercise is critical in our efforts to continue to build the Ruidoso brand, especially after the fires and subsequent floods. We will continue to conduct competitive analysis that will help shape the messaging that is used across our advertising ecosystem.

GOAL	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 254,600+ followers across FB, IG, X, TikTok

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 FY26. By growing our following across Facebook, Twitter, X, and Instagram, we will increase the overall brand awareness of the Village. We will achieve this goal by:

- Interacting with fans

- Consistently posting on social
- Running ad campaigns focused on fan growth

Progress:

We reached and surpassed our goal calendar year 2024. At the end of calendar year 2024, we have 231,475 followers on social media which is an increase of 53%.

Increase engagement on social by 10%, with a total of 1,625,000 engagements across FB, IG, TW

We want to continue to have an increase in engagement of 10% in calendar year 2025. We want to see our fans be advocates for the Village and will use engagement numbers as a benchmark.

Steps needed to achieve this goal:

1. Sharing photos and videos that appeal to our audience
2. Interacting with fans
3. Staying on top of relevant news and social media trends

Progress:

At the end of calendar year 2024, we have had 3,210,651 engagements. That is an increase of 137% which is not unexpected due to the South Fork/Salt Fires and flood events.

Increase traffic to DiscoverRuidoso.com from social media by 20%, with a total of 461,758+ visits.

In calendar year 2024, we saw an increase of 87% 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 384,799 visits to the website DiscoverRuidoso.com from social media. Overall, that is an 87% increase and is 67% more than our goal.



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> We have worked diligently to establish the website as the “go-to” source for all Village of Ruidoso-related information. We have been successful in doing this as we have seen a consistent increase in our traffic year-over-year. We will continue to use the VOR Facebook page as a primary traffic source for the website.</p> <p>We are currently in the process of a complete redesign and rebuilding of the municipal website to update and enhance the user experience. This process should take approximately 3-4 months.</p> <p>Progress: The VOR municipal website redesign was stalled by the South Fork Incident. It was originally due to be delivered by mid-July but due to the need to shift manpower to disseminating crisis communications, it was completed and delivered on October 1, 2024. The website is fully functional and running well. Managing the crisis communications for the fires and floods and seeing the large percentage increases demonstrates that we are meeting and exceeding the goal of establishing the website as the “go-to” source for all VOR-related information.</p> <p><u>Increase followers/fans on social by 10%, with a total of 68,000+ followers across FB and X</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 2024, we have reached 62,000 followers on social media which is a 120% increase.</p> <p><u>Maintain like/comments/shares/mentions on social with a goal of 2.3 million engagements.</u></p>					



Last calendar year, we saw an increase of 13% in engagement on social media for Village channels. Our goal in calendar year 2025 will be to increase engagement by 10% as driving engagement with our constituents is crucial to a two-way dialogue available in the digital sphere.

Progress:

At the end of the calendar year 2024, our engagement was 2.3 million which represents an increase of 667%. Much of this increase is due to the South Fork Incident.

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

In calendar year 2025, we will continue to operate as the PIO for the Village of Ruidoso, the Ruidoso Fire Department, and the Ruidoso Police Department. We will provide on-scene support for 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 distributed timely and accurate crisis communications during the South Fork Incident.

Monthly publication of the Ruidoso Insider Newsletter

In September of 2021, we began publication of the *Ruidoso Insider* newsletter. This project began as a way to communicate important Village information to residents.

Progress:

To date, there have been 41 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.

Ruidoso Fire Department

Purpose Statement

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





Tactical Plan

Date: 1/17/2025

Department: Fire

Director: Cade Hall

Purpose: Tactical Plan for Strategic Planning

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Fire Protection Goal # 1 Chapter 4-5, 12-5, 13-2, 14-1 Policy 1.1	Development of Ruidoso Fire Department Wildland Division	Fire Chief VOR Finance Director Forestry Dept. Village Manager, Water Department	Additional Firefighters (Temporary seasonal positions) Safer Grant	04/01/2025 Yearly	09/30/2025 Yearly

Description:

The 2025 Ruidoso Fire Department Wildland Division Seasonal Program will serve as a pilot program to assess the benefits of having additional personnel on a seasonal/part-time basis during Wildland Season. The pilot program will run from approximately April through September, where the Fire Chief and Wildland Coordinator will be tasked with tracking the positives and negatives of the program, with the intent of establishing the Division on a permanent/recurring basis for the 2026 Fire Season.

Steps needed to achieve this goal:

This program will be funded through the department's RMP Wildland Funds which are accrued through Wildland Division assignments to fires through the State Resource Mobilization Plan. The intent for 2025 will be to host 2 seasonal positions which will serve as Wildland Firefighters through the department and act as a support function to other disciplines within the Village and the Fire Department, with an emphasis on Wildland Suppression, Mitigation, Detection, and Prevention.

These two positions will increase the department's response to wildland incidents and supplement personnel on assignments when assisting other agencies and states through the RMP. There will be a multitude of benefits from these positions, to include but not limited to: Training, Funding, ISO Requirements, Recruitment, Retention, to name a few.

Hosting positions with a subjective mission and task, such as Wildland Firefighting, will allow the Department to provide better Preparedness and Readiness during the summer for 911 response, and Wildland Response. These months tend to be busier months from a 911 standpoint and require an increased level of flexibility of personnel and resources due to Wildland Incident Response. It is our intent as a department to provide the best service to the Village of Ruidoso, and this program will increase our capacity and capabilities to do so.

In 2024 the seasonal program, had it been in place, would have responded approximately 292 times to assist with 911 response within the village. It also would have provided at least one (1) additional firefighter on 7 RMP Wildland Assignments and kept two (2) fully certified FF/EMT's in jurisdiction for local emergencies. This is due to our limited staffing, a typical request when asking for a type 6 engine is three (3) personnel, we've only been able to staff with two (2) in the past which limits our requests.



GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal #2 Chapter5-1, 13-1, 14-1 Policy 1.1	Fire Protection in the Village of Ruidoso ISO Class 2 Rating Retrogression.	Fire Chief, Village of Ruidoso, Water Dept., Dispatch	Support and funding to maintain staffing, apparatus, and equipment levels which will satisfy the requirements of ISO 2.	11/02/2024	11/02/2025 Continuous

Description:

The ISO consists of several areas - Emergency Communications-RPD/RFD, Water Supply-RFD/Water, Fire Department Services-RFD, Training-RFD/VOR

- Staff has maintained all licensures, certifications, and training for qualified firefighting in the State of New Mexico.
- 27 Emergency Medical Technicians are up to date for 2024. With three 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 their Fire Suppression Rating Schedule (FSRS) and then a Public Protection Classification (PPC™) grade is assigned to the community. The surveys are conducted whenever there is a possibility of a PPC change. As such, the PPC program provides important, up to date.

Information about fire protection services throughout the country. The FSRS recognizes fire protection features only as they relate to suppression of first alarm Structure fires. In many communities, fire suppression may be only a small part of the fire Department's overall responsibility. ISO recognizes the dynamic and comprehensive duties of a community's fire service and understands the complex decisions a community must make in planning and delivering emergency services. However, in developing a community's PPC grade, only features related to reducing property losses from structural fires are evaluated. The PPC program evaluates fire protection for small to average size buildings. Specific properties with a Needed Fire Flow more than 3,500 gpm are evaluated separately and assigned an individual PPC grade.

This rating reflects how the Village of Ruidoso and Ruidoso Fire Department respond and reduces the risk to the community. This is vital to **public and emergency responder safety.**

- The ISO rating Class 2 saves the VOR homeowners a significant amount of money.
- This rating also helps with the amount of funding the Fire Dept. receives on a yearly basis to support operations and safety.
- 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 was scheduled for the spring of 2024. We dropped from Class 2 to Class 3. We were given the option to go through the retrogression process which we have done. They showed us our short falls and suggested things to get back to a class 2 rating. These were some of their suggestions

- Make repairs to trucks to improve ISO rating.
- Hire more staff to improve ISO rating.

- Purchase new equipment (Trucks, Water Tender, Aerial)
- Hydrant testing and data entry
- Water flow capabilities
- Facility training
- Quicker dispatch times.

We have compiled all their data and have a plan to correct our short falls and be rated as Class 2 again.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Fire Protection Goal 3 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 Marshal's Office	Funding-NMFA, State Fire Funds	02/01/2025	Continuous

Description:

- The department maintains services and provides a very diverse operation. The Ruidoso Fire Department responds 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 1951 per year. This fleet runs on a yearly basis with the apparatus and is a very intense maintenance program. The replacement of the fleet is imperative in the safety and health of the community and Firefighters. The average age of our fleet is 21 years with the oldest fire engine being a **38-year-old** truck which does **not** meet NFPA or DOT standards. This engine alone cost us around \$8000 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.
- The village of Ruidoso has Mutual Aide Agreements when requested and Automatic Aide when threatening the VOR. Are Agreements consisting of Mescalero Apache Reservation, Ruidoso Downs, Bonito, (USFS) United State Forest Service and All of Lincoln County?
- 2020 Ruidoso Fire ran 124 calls for Mutual Aide in the County to include Lincoln/Otero.
- 2021 Ruidoso Fire ran 130 calls for Mutual Aide in the County to include Lincoln/Otero
- 2022 Ruidoso Fire ran 70 calls for Mutual Aide in the County to include Lincoln/Otero.
- 2023 Ruidoso Fire ran 60 calls for Mutual Aide in the County to include Lincoln/Otero.
- 2024 Ruidoso Fire ran 150 calls for Mutual Aide in the County to include Lincoln/Otero/Chavez
- Planning through the Finance and State Fire Marshals Office for replacing one (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.

Steps needed to achieve this goal:

The replacement of one (1) Class A Engine at Station 1 is critical to get our fleet strengthened and headed in the right direction. Working with Finance to order in 2025.

The replacement of two (2) Type 6 Engine/Rescues Need to be addressed to replace two (2) aged out apparatus which will no longer pass inspections and are not safe for firefighting. If we can purchase these three trucks this year and auction our current non-compliant pieces of apparatus, then we can continue to rotate our fleet every year without it all being outdated. The cost for the Class A is approx. \$750,000 subject to change with time and the cost of the type 6 wildland trucks are \$235,000 per unit. Finance through New Mexico Finance Authority in addition to Possible Grants and Fire Funds.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Fire Protection Goal #4 Chapter 13-2	Staffing for Safety and Emergency Response.	Fire Chief, Finance Director, Village Manager, Council	Additional Firefighters	07/01/2025	Continuous

Description:

Description: The Fire Department must maintain the level of service and safety set forth by Ruidoso Fire Dept., VOR, Community and NFPA. NFPA 1710 states that every fire engine should be staffed with a minimum of 4 firefighters to safely operate at a fire scene. We currently staff station 1 trucks with 4 fire fighters' station 2 with 3 and Station 3 with two fire fighters. This is fully staffed with no one off. This is still below the industry standard and will be questioned in the event of an accident or injury. Twenty years ago, the fire department ran an average of 250 calls per year with a line staff of 18. Today we make over 1900 calls per year with a line staff of 27. This is still below the NFPA 1710 standards. In those 24 years our call volume has increased a staggering 660% and we have not increased our personnel adequately to keep up with that increase. As a result, we have issues with scheduling, staffing, and ultimately safety. With the continual efforts to minimize overtime, we have elected to have a minimal manning of 7 on a day which puts us even further below the NFPA standard. To 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 three more firefighters which would put the 3 shifts each at 10 personnel. While this is still 6 fewer than the NFPA standard, it will help reduce the immense strain we are currently experiencing.

- Recruitment and Retention is a priority, and the Village of Ruidoso has been supportive and looking forward for the Safety of all in and who visit Ruidoso.
- The operations and demand for service have exponentially grown. We are an All-Hazard Department skilled and trained in Emergency Medicine. All firefighters are EMT Basic at the bare minimum, Hazardous Materials Operations, Wildland firefighting,

Structural Firefighting, Auto Extrication, High/Low & Confined space rescue, Swift Water Rescue, ARFF, Fire Inspectors and Fire Investigators. We are the only Paid Fire department in the County and we are requested for Mutual Aide frequently.

- Apply for AFG Safer Grant for personnel recruitment and retention assistance in 2024 did not receive.
- 2019 Call Volume RFD - 1,475
- 2020 Call Volume RFD - 1,727
- 2021 Call Volume RFD - 1,899
- 2022 Call Volume RFD- 1,910
- 2023 Call Volume RFD- 1,905
- 2024 Call Volume RFD- 1,951 (additional calls not tracked due to calls within the main Southfork/Salt Incident being clumped to it)

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

Description:

- 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 to station 1.
- Add Covered parking to parking areas to protect trailers parked outside to all stations.
- Add a sub-station to the Wingfield Park area to help improve our ISO ratings and set up a first aid station to be used during special events in that area.

Steps needed to achieve this goal:

- We'll look for Grants to try and help pay for as many of these things as possible.
- Gain additional bids to see if the price for station 2 can be brought down.
- Look at the existing building the VOR owns to house our units so we can gain additional funding from the state for an additional substation.
- The old Annex Building on Wingfield would work perfectly if possible.

- Continue to accept RMP assignments and save funds made to put towards these needs.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Goal # 6 Chapter 2-1, 13-1	Annual Business Fire Inspection Program	Fire Chief/Fire Marshal, State Fire Marshal	Current Fire staff	01/01/2025	Continuous

Description:

To enhance fire safety and prevention within the Village of Ruidoso by implementing a comprehensive annual fire inspection program for all commercial businesses.

Steps need to achieve this goal:

- 1. Program Development:**
 - Develop inspection checklists aligned with national fire codes and local ordinances.
 - Create a database for tracking inspection schedules, findings, and compliance status.
- 2. Staff Training:**
 - Train fire department personnel to conduct thorough fire inspections.
 - Offer certification opportunities in fire inspection and code enforcement.
- 3. Implementation:**
 - Utilize on-shift crews to assist with annual inspections.
 - On-shift crews will also update the department's pre-plans during inspections to improve response capabilities.
- 4. Business Engagement:**
 - Conduct outreach to educate business owners about the inspection program.
 - Provide resources and guidance on fire safety with best practices.
- 5. Continuous Improvement:**
 - Collect feedback from businesses and inspectors to refine the program.
 - Regularly update the checklist and training materials based on the latest fire safety standards.

Office of Emergency Management (OEM)

Purpose Statement

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



Tactical Plan

Date: January 16, 2025

Department: Office of Emergency Management

Purpose: Tactical Plan for Strategic Planning

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal 1., Policy 1.1. Generators for Government Infrastructure	Install and maintain generators at critical facilities to ensure reliable backup power.	Office of Emergency Management, Dept. of Homeland Security and Emergency Management, and Capital Projects.	Finances Generators	2024	Continuous
<p>Description: The Ruidoso Office of Emergency Management plans to procure six (6) backup generators to support critical infrastructure at key locations across the Village. This initiative is part of our broader mitigation and preparedness strategy to enhance community resilience and ensure continuity of operations during disasters or emergencies.</p> <p>The generators will be strategically placed at the following locations:</p> <ul style="list-style-type: none"> • Pikes Peak Radio Repeater Site • Camelot Radio Repeater Site • Ruidoso Convention Center • Ruidoso Community Center • Village Hall • Fire Station Two • Fire Station Three <p>These locations were selected based on their critical role in emergency response, communication, and community support. The installation of backup generators will ensure uninterrupted operations at these facilities, even during extended power outages caused by severe weather, wildfires, or other incidents.</p> <p>Steps needed to achieve this goal:</p> <p>Needs Assessments and Grant Application: During the first two months, the focus will be on assessing the specific power requirements for each of the six sites, including the Pikes and Camelot Radio Repeater Sites, Ruidoso Convention Center, Ruidoso Community Center, Village Hall, and Fire Stations Two and Three. This phase will also evaluate generator specifications such as fuel type, runtime capacity, and site-specific challenges. Simultaneously, the Hazard Mitigation Grant (HMG) application process will be initiated. This includes gathering necessary documentation such as risk</p>					

assessments, cost-benefit analyses, and detailed project plans to meet grant eligibility requirements. Stakeholder coordination will be critical to incorporate all considerations into the grant application.

Budget Approval and Vendor Selection:

After the grant application has been submitted, efforts will be made to finalize the project budget. This will include securing the local funding match (if required) and any additional municipal or state contributions. Concurrently, an RFP or competitive bidding process will be conducted to identify qualified vendors for the procurement and installation of the generators. Vendor proposals will be evaluated based on cost, experience, and alignment with technical requirements and HMG compliance standards. Final vendor selection and contract negotiation will occur during this phase, setting the stage for the next steps.

Permitting and Site Preparation:

With funding secured and vendors selected, the focus will shift to preparing the sites for generator installation. This includes obtaining the necessary permits and ensuring compliance with local codes and regulations. Site preparation work, such as laying concrete pads, installing transfer switches, and upgrading electrical systems if needed, will also begin. Coordination with the selected vendor and Public Works team will ensure that each site is ready for the delivery and installation of the generators on time.

Delivery and Installation:

With funding secured and vendors selected, the focus will shift to preparing the sites for generator installation. This includes obtaining the necessary permits and ensuring compliance with local codes and regulations. Site preparation work will also begin, such as laying concrete pads, installing transfer switches, and upgrading electrical systems if needed. Coordinating with the selected vendor and the Public Works team will ensure that each site is ready for the delivery and installation of the generators on time.

Testing, Training, and Commissioning:

Following installation, comprehensive testing will be conducted to verify that the generators are functioning correctly and can seamlessly provide backup power during outages. Load testing and simulated power outage scenarios will be performed to ensure reliability. Concurrently, staff training sessions will be conducted for all relevant personnel, covering topics such as generator operation, safety protocols, and basic troubleshooting techniques. Once testing and training are complete, the generators will be fully commissioned for operational use.

Final Grant Reporting and Community Communication:

The final phase involves completing all grant-related reporting requirements. Detailed documentation, including financial records, project progress reports, and compliance materials, will be submitted to the grant agency to ensure transparency and adherence to HMG guidelines. In addition, a public communication campaign will be launched to inform the community about the completion of the project. This will include highlighting the benefits of the new generators in enhancing the resilience of critical infrastructure and recognizing the role of Hazard Mitigation Grants in funding the initiative.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
<p>Community Services Goal 3, Policy 3.2, Action 3.2.A.</p> <p>Update the Emergency Operations Plan & Conduct Exercises</p>	<p>Revise the Emergency Operations Plan, including all 24 functional annexes and corresponding Standard Operating Procedures (SOPs). Follow this by conducting exercises in alignment with the HSEEP process.</p>	<p>Office of Emergency Management Lead, All VOR Departments.</p>	<p>Time</p>	<p>2024</p>	<p>Continuous</p>
<p>Description: The Office of Emergency Management will collaborate closely with the Village of Ruidoso Departments, Management, and Leadership to comprehensively review and update the Village of Ruidoso Emergency Operations Plan (EOP) and its 24 functional annexes. This process will include incorporating lessons from recent incidents, aligning with the latest state and federal guidelines, and ensuring the plan addresses emerging risks and hazards.</p> <p>Steps needed to achieve this goal:</p> <p>Planning and Coordination: The first phase involves establishing a working group of representatives from all Village departments, emergency services, leadership, and key stakeholders. This team will oversee the revision of the Emergency Operations Plan (EOP) and ensure it aligns with organizational goals and community needs. A comprehensive gap analysis of the existing EOP and annexes will be conducted to identify outdated content, inconsistencies, and areas for improvement. This analysis will incorporate lessons from recent incidents and feedback from previous exercises. Additionally, collaboration with state and federal agencies, neighboring jurisdictions, and private sector partners will be prioritized to integrate mutual aid agreements and regional response plans into the updated EOP.</p> <p>Rewrite and Update: The rewrite of the Emergency Operations Plan (EOP) will draw on the best practices, such as FEMA's Comprehensive Preparedness Guide (CPG) 101 and relevant state regulations. Lessons learned from After-Action Reports (AARs) will guide updates to ensure the plan is effective and practical. The EOP will be tailored to address Ruidoso's unique hazards, including wildfires, winter weather events, and flooding. Functional annexes will be revised to provide clear, actionable steps for critical operations such as mass care, communications, evacuation, and resource management. Modern technological solutions will be integrated into the plan to enhance emergency notifications, situational awareness, and resource tracking, ensuring the plan is comprehensive and adaptable to future challenges.</p>					

Training and Dissemination:

Once the EOP and annexes are finalized, they will be distributed to all relevant departments and personnel. Electronic versions will be made available to ensure easy access during emergencies. Training sessions will be organized to familiarize staff and leadership with the revised plan, focusing on roles, responsibilities, and key processes. To support operational readiness, quick reference guides summarizing critical procedures will be developed and provided to Emergency Operation Center (EOC) responders, ensuring they have the tools to act decisively in high-stress situations.

Progressive Exercise Program:

A progressive exercise program will be implemented to validate and refine the updated EOP, beginning with orientation workshops. These workshops will involve walkthrough sessions with department heads and stakeholders to discuss the revised plan and annexes while clarifying department-specific roles and interagency coordination procedures. Tabletop exercises will follow, simulating scenarios such as wildfire evacuations or power outages during winter storms. These exercises evaluate decision-making, coordination, and communication in a controlled environment. Functional drills will test specific plan components, such as emergency notification systems, resource deployment, and shelter operations. Finally, full-scale exercises simulate realistic, scenario-driven emergencies involving multiple departments, agencies, and community partners. These exercises will test the plan's effectiveness under dynamic, high-pressure conditions, including challenges such as media inquiries, mutual aid requests, and field operations.

Feedback and Continuous Improvement:

After each exercise, an After-Action Review (AAR) will be conducted to evaluate performance, capture lessons learned and identify areas for improvement. Feedback from these reviews will be used to refine the EOP and annexes, ensuring the plan evolves with emerging challenges and best practices. A regular plan review and update schedule will be established to keep the document aligned with new risks, regulations, and organizational changes. This continuous improvement process will ensure the Village of Ruidoso remains prepared to effectively respond to emergencies while fostering a culture of readiness and collaboration across all levels of the organization.

Process Update:

We have made significant progress in revising and implementing the Emergency Operations Plan (EOP). The basic plan has been fully updated, serving as the foundational framework for our emergency preparedness and response efforts. Additionally, seven out of the 24 functional annexes have been completed, providing detailed, actionable guidance for specific operational areas such as mass care, communications, and evacuation procedures. These annexes ensure that critical functions are clearly defined and that our response efforts remain coordinated and efficient across departments.

To test the updated plan's applicability and effectiveness, we have conducted one tabletop exercise focusing on the Grindstone Dam scenario. This exercise allowed stakeholders to engage in a simulated emergency, addressing potential dam failure or flooding challenges. Participants worked through coordination, communication, and resource allocation processes, identifying strengths and areas for improvement within the plan. The feedback gathered from this exercise has been instrumental in refining our approach and ensuring the EOP addresses realistic scenarios faced by the Village of Ruidoso. While progress has been made, our focus remains on completing

the remaining 17 annexes and expanding our exercise program. By continuing to test and validate the plan through additional tabletop exercises, functional drills, and full-scale simulations, we will further enhance our preparedness and strengthen our capacity to protect the community during emergencies.

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	Relocate the Emergency Operations Center from Fire Station One to the new Horton Complex.	Office of Emergency Management, VOR Leadership, Capital Projects, Dept. of Homeland Security & Emergency Management	Grant Funding Equipment	2024	2025

Description:
 The Village of Ruidoso Emergency Operations Center (EOC) is in the Ruidoso Fire Department Station One (1) training room. While functional, this arrangement presents challenges regarding readiness and activation speed. In the event of an emergency or disaster significant enough to necessitate EOC activation, it currently takes 1-2 hours to transform the training room into a fully operational EOC. This setup time includes rearranging furniture, establishing workstations, setting up communication equipment, and ensuring connectivity for critical systems.

The planned move to a dedicated EOC facility significantly improves operational efficiency and response readiness. The activation process will be streamlined considerably by transitioning to a “warm” EOC model in the new building. A “warm” EOC is always pre-configured and partially operational, meaning the physical space and infrastructure are ready to support immediate operations. Activation will require minimal setup, as all essential equipment and resources will already be in place. The only necessary steps will involve staff assuming their assigned roles, logging into systems, and initiating coordination.

Steps needed to achieve this goal:

Planning and Coordination:
 The first step in establishing a “warm” Emergency Operations Center (EOC) focuses on collaborative planning to prepare the identified space within the Horton Complex. Village of Ruidoso management, the capital projects team, and design consultants are working to

evaluate the selected facility's layout and ensure it meets the needs of a modern, functional EOC. This phase includes a detailed needs assessment to determine specific infrastructure and operational requirements, ensuring the design aligns with emergency management best practices and the Village's operational goals.

Design and Development:

With the facility identified, the focus shifts to designing the EOC's layout and operational features within the Horton Complex. Design consultants will create plans incorporating critical components such as dedicated workstations, communication hubs, display systems, and secure connectivity infrastructure. The design will reflect the specific needs of the Village's emergency operations. It will include input from emergency management personnel and leadership to ensure it meets immediate and long-term functional requirements.

Funding and Grant Application:

Securing funding for the EOC is a critical phase that involves pursuing multiple grant opportunities and increasing the budget to ensure the facility is fully equipped to meet operational needs. The Office of Emergency Management (OEM) will apply for FEMA's Local Emergency Operations Center Grant, administered by the New Mexico Department of Homeland Security and Emergency Management (NMDHSEM), as well as the State Homeland Security Grant Program (SHSGP), both of which provide vital funding for enhancing emergency preparedness and response capabilities. These grants, combined with a planned budget increase by the Village of Ruidoso, will cover the procurement of advanced communication systems, data infrastructure, workstations, and other essential equipment.

Equipment Procurement and Installation:

Once funding is secured, the project will move into the procurement and installation phase. The focus will be on acquiring critical equipment such as communication systems, data infrastructure, workstations, and visual displays. Contractors and vendors will install and configure all equipment to meet operational standards. Comprehensive testing will ensure that all systems function seamlessly, allowing the EOC to be activated rapidly when needed.

Implementation and Training:

Following the setup, the EOC will officially transition to the designated space within the Horton Complex. Staff training will be a priority, with sessions designed to familiarize personnel with the facility, equipment, and the associated operational processes. Simulated activation scenarios and drills will test the EOC's readiness, offering valuable insights to refine processes and ensure the team is prepared for real-world emergencies.

Ongoing Maintenance and Evaluation:

An ongoing maintenance schedule will be established for all systems and equipment to sustain the EOC's functionality. Regular evaluations and performance reviews will be conducted following activations and exercises, providing opportunities to identify areas for improvement. Updates to equipment, technology, and procedures will ensure the EOC remains a cutting-edge facility capable of meeting the evolving challenges of emergency management.

Process Update:

The Horton Complex project is currently in Phase 2, focusing on active development and construction, with work progressing steadily toward completion. This phase involves finalizing the buildout of key infrastructure, including electrical, plumbing, and data connectivity systems, and installing structural and functional elements required to prepare the facility for operational use. Crews are working diligently to meet project milestones, ensuring the complex is designed to accommodate its intended purposes, including housing the new Emergency Operations Center (EOC).

Based on the current timeline and progress, the estimated move-in date is targeted for mid-February 2025. This timeline reflects the project's adherence to its schedule, accounting for ongoing adjustments and coordination efforts to address any emerging challenges. The move-in will mark a significant step in enhancing the Village of Ruidoso's operational readiness and will set the stage for activating the "warm" EOC, significantly improving emergency response capabilities.

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	Ensure the maintenance, upgrading, updating, and replacement of sirens as needed.	Office of Emergency Management, Finance, Capital Projects, and VOR Management	Grants, Sirens	2024	Continuous

Description:

Improving the outdoor warning system in our community represents a critical step forward in enhancing public safety and emergency preparedness. This initiative focuses on modernizing, expanding, and integrating advanced technologies to ensure timely and effective emergency communication.

Steps need to achieve this goal:

Vendor Coordination and Planning:

This phase centers on coordinating with the selected vendor to finalize the project scope and timeline. The vendor provides a detailed plan for the system's design, installation, and integration while stakeholders (OEM, Police, Fire, and Public Works) review and approve specifications.

Site Preparation:



Working with the vendor, OEM ensures all locations are ready for siren installation. The vendor completes site surveys and permits as part of the turnkey service. Any necessary groundwork, such as pole preparation or electrical upgrades, is facilitated by the vendor.

System Installation and Integration:

The vendor installs new sirens and upgrades existing ones as specified. They configure the system for remote activation, monitoring, and integration with other communication platforms, such as mobile alerts and emergency notification systems. Regular progress updates ensure that all installations meet community standards.

Testing and Validation:

The vendor and OEM will conduct comprehensive testing to ensure the system functions optimally. This includes verifying sound coverage, clarity, and remote operation capabilities. The community collaborates with the vendor to address any identified issues before final approval.

Ongoing Monitoring and Maintenance:

Although the vendor provides initial maintenance, the OEM establishes a long-term monitoring and upkeep plan. This includes periodic system health checks and leveraging vendor support for advanced troubleshooting. Feedback mechanisms are put in place to ensure continuous improvement.

Process Update:

In collaboration with key stakeholders, the Office of Emergency Management (OEM) has successfully selected a qualified vendor to lead the enhancement of the community’s outdoor warning system. As part of this initiative, the OEM has procured nine (9) new sirens to be strategically installed throughout the village to ensure comprehensive coverage.

The purchase includes six (6) state-of-the-art sirens, with three (3) tone sirens designed to emit clear and powerful auditory warnings and three (3) voice-capable sirens. The voice sirens allow for transmitting real-time spoken messages, providing residents with critical and detailed instructions during emergencies. These voice-capable systems are particularly effective in delivering situational updates or evacuation orders.

The newly acquired sirens, combined with three (3) additional units in OEM possession, will create a robust network of nine (9) sirens across the village. This widespread deployment will address previous gaps in coverage, ensuring that all residents and visitors can receive timely alerts, regardless of their location. The comprehensive system enhances the village’s ability to respond swiftly to emergencies, significantly bolstering public safety and preparedness.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
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<p>Hazard Mitigation Goal 1.</p> <p>Local, State, and Federal grants for Emergency Management & Public Safety</p>	<p>Apply for local, state, and federal grants focused on mitigation, preparedness, response, and recovery efforts. Prioritize securing funding to support staffing an additional position within the Office of Emergency Management.</p>	<p>Office of Emergency Management, Department of Finance, Department of Homeland, Security, and Emergency Management, Department of Finance.</p>	<p>Funding for matching percent of funding.</p>	<p>2025</p>	<p>Continuous</p>
<p>Description: Pursuing local, state, and federal grant opportunities to strengthen the Village's emergency management capabilities across mitigation, preparedness, response, and recovery efforts. A key focus is securing funding for staff in an additional position within the Office of Emergency Management (OEM) to enhance operational capacity and address the increasing demands of disaster management.</p> <p>Leverage programs such as the Emergency Management Performance Grant (EMPG) and other state and federal cost-share grants to fund this initiative. The EMPG, which supports the integration of emergency management capabilities at the state and local levels, can be a vital resource of financing OEM staffing, training, and program development. Additionally, state and federal cost-share grants can offset the financial burden of mitigation projects, ensuring the village maximizes its resources.</p> <p>Steps need to achieve this goal:</p> <p>Assessment and Planning: The first phase identifies funding needs and creates a strategic plan for pursuing grant opportunities. This involves conducting a comprehensive needs assessment to prioritize staffing, equipment, training, and mitigation projects. During this phase, the eligibility criteria for grants like the Emergency Management Performance Grant (EMPG) and other state or federal cost-share opportunities are reviewed to ensure alignment with project goals. A detailed roadmap is then developed to outline key milestones, responsible parties, and expected outcomes.</p> <p>Grant Identification and Application: In the second phase, efforts center on researching and applying for appropriate funding opportunities. This includes identifying available grants, such as EMPG and state or federal cost-share programs, that align with the identified needs. Partnerships with relevant agencies and organizations are established to strengthen applications and increase the likelihood of success. Comprehensive grant proposals are prepared, detailing budgets, project descriptions, and measurable objectives, and submitted by their deadlines. Maintaining communication with funding agencies throughout the process ensures clarity and compliance.</p>					

Position Development and Recruitment:

The third phase focuses on creating and filling the new position within the Office of Emergency Management. Responsibilities and qualifications for the roles such as Grant Manager or Emergency Management Specialist—are clearly defined to align with the project's goals. Initial funding secured through grants supports the establishment of the position. Recruitment efforts are undertaken to hire a qualified candidate, followed by onboarding and training to ensure the individual is well-prepared to manage grants and contribute to emergency management operations.

Program Implementation and Monitoring:

Once funding is secured and the new position is filled, the fourth phase involves implementing the funded projects and ensuring compliance with grant requirements. This includes executing community preparedness campaigns, wildfire mitigation efforts, and infrastructure upgrades. The progress of these projects, along with financial expenditure, is closely monitored to meet reporting obligations. Regular evaluations are conducted to measure the impact of the initiatives and the effectiveness of the new OEM position in enhancing the department's capacity.

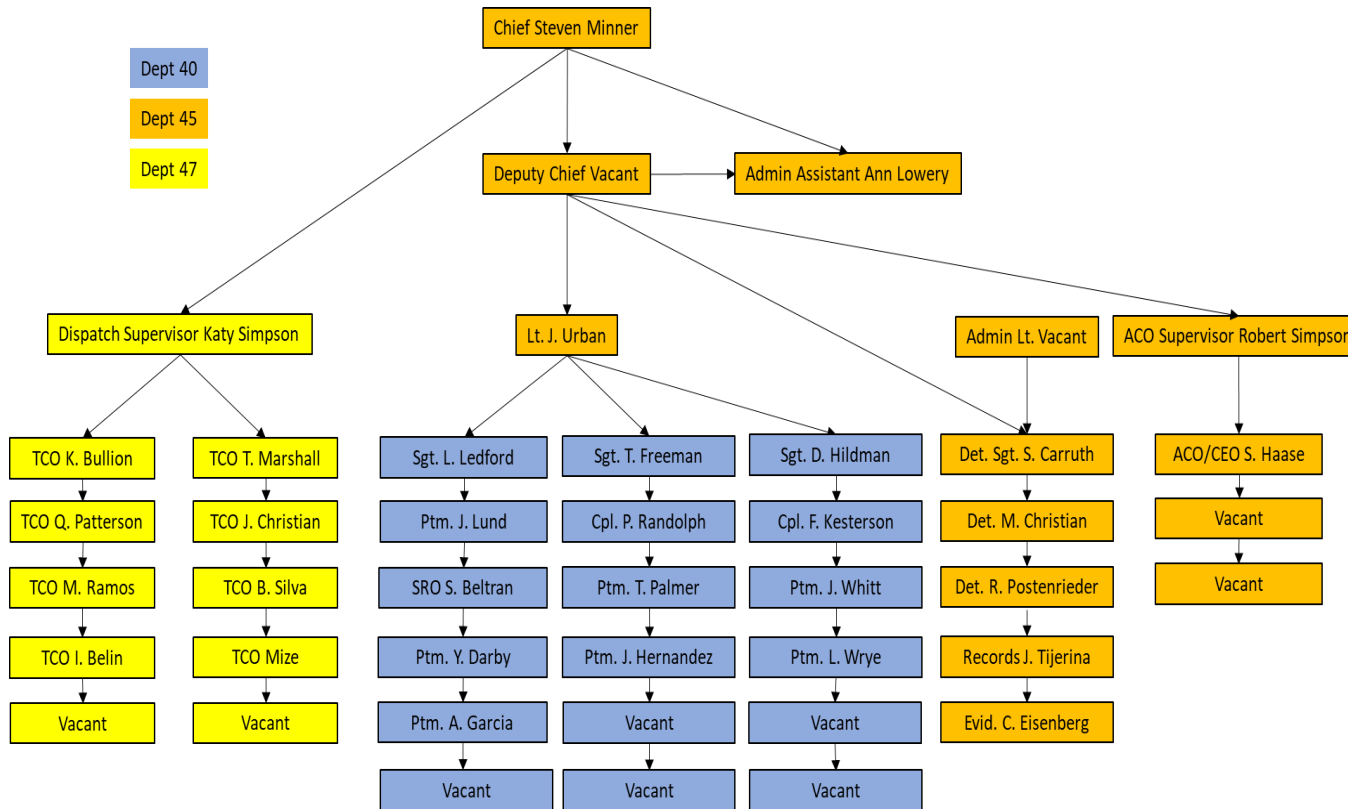
Sustainability Growth:

The final phase aims to sustain the progress made and explore opportunities for future growth. Renewal funding applications are submitted for grants like EMPG to maintain the additional position and continue advancing programs. Efforts are made to identify new grant opportunities to address evolving community needs. Lessons learned from completed projects are applied to refine future strategies, while partnerships with neighboring jurisdictions are explored to secure regional funding and expand collaborative efforts. This phase ensures long-term resilience and continuous improvement in emergency management capabilities.

Ruidoso Police Department

Purpose Statement

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



Dept 40
 Dept 45
 Dept 47

Tactical Plan

Date: January 30, 2025

Department: Police Department (40)

Purpose: Tactical Plan for Strategic Planning

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Recruiting/Retention of personnel	To recruit and retain qualified officers	Chief	\$	January 2025	Until filled
<p>Description: Find ways to attract prospective officers and retain our current ones</p> <p>Steps needed to achieve this goal:</p> <ul style="list-style-type: none"> • Salaries • Modification of benefit percentages • Take home vehicle radius • Dedicating someone to work with recruits and attend job fairs • Updating the website and working on advertising to be more visible • Create a module that is focused on recruitment and retainment working with The Agency to design and develop messaging that speaks directly to these two vital elements 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Equipment and Software	Purchase and implement new Report Management System (RMS)	Chief	\$33,950	Immediately	Until Complete
<p>Description: Replace our current RMS that is outdated and is not compliant with State regulations</p> <p>Steps needed to achieve this goal:</p> <ul style="list-style-type: none"> • Purchase the new Mark 43 RMS software • Work with Mark 43 for implementation • Budget for reoccurring licensing 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date



Public Safety Aide	Add non-sworn position to assist patrol operations	Chief/HR	Salary and benefits \$68,000	July 2025	July 2026
<p>Description: To add a non-sworn Public Safety Aide position to the department to assist with public safety and non-emergency needs. This can also be used as a potential recruiting tool.</p> <p>Steps needed to achieve this goal:</p> <ul style="list-style-type: none"> • Create a PSA position/job description • Create PSA policies • Create PSA training • Update an old patrol vehicle to a PSA vehicle • \$15/hr 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Policies and Accreditation	To update policies and continue working toward NMML Accreditation	Chief/Deputy Chief		Present	Until Complete
<p>Description: Work to update our policies to limit liability, promote a uniformed environment, and become accredited.</p> <p>Steps need to achieve this goal:</p> <ul style="list-style-type: none"> • Assign someone to take over the policy process • Evaluate and update policies • Learn the accreditation process • Begin submitting for accreditation 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
New Police Department	Evaluating a new building for the Police Department	Chief		July 2025	Until completed

Description:

Evaluate and begin the process of obtaining a new police department building

Steps need to achieve this goal:

- Begin discussions on the process of renewing/updating our building by consulting with architect / contractor to decide the best way forward
- Begin talking about and possibly securing funding for design and architecture
- Research into future funding options for construction based on recommendations

Police Administration

Purpose Statement

To enhance trust between the citizens and tourists to protect life and property, we will provide service with understanding, response with compassion, performance with integrity and law enforcement with vision.

Tactical Plan

Date: January 30, 2025

Department: Police Administration (45)

Purpose: Tactical Plan for Strategic Planning

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
New ACO Vehicle	Acquiring one new vehicle for ACO	Chief	\$80,000	July 2025	June 2026
<p>Description: New pickup truck for ACO</p> <p>Steps needed to achieve this goal:</p> <ul style="list-style-type: none"> • Ram ¾ ton pickup truck • Upfitting with lights, radio, PA, and graphics • Tommy Lift gate • Dog box • Snowplow 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Evidence	Evidence Accountability	Chief/Evidence Custodian	\$2,000	July 2025	June 2026
<p>Description: Organization of evidence to maintain accountability and conform to policy/best practices</p> <p>Steps needed to achieve this goal:</p> <ul style="list-style-type: none"> • Purchase two lockable storage racks to separate and secure narcotics away from other evidence • Continue to dispose of evidence that is no longer needed for prosecution/retention 					

- Continue to audit evidence vault on a regular basis
- Review policies to make sure we are in compliance with all laws and best practices

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Records Management	Organization of records	Chief/Records Custodian		Current	June 2026

Description:

Work to organize records and work with Village Clerk to dispose of those that are outside of retention schedule and no longer needed for criminal prosecution. Continue to work with Village Clerk to handle IPRA's as needed.

Steps needed to achieve this goal:

- Identify records that may be destroyed and work with Village Clerk to have destroyed
- Organize and store records that must be maintained
- Continue to handle IPRA's as needed and identify any processes that will either make requests and or their fulfillment more efficient
- Review policies to stay in compliance with all laws and best practices
- Work with implementation of the new Records Management System (RMS)

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Criminal Investigations	Research and purchase software	Chief/CID	\$10,000	July 2025	June 2026

Description:

Obtain digital evidence enhancement software

Steps need to achieve this goal:

- AMPED 5 software will enhance video and still photos for processing evidence and identifying suspects

Consolidated Dispatch

Purpose Statement

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

Tactical Plan

Date: January 30, 2025

Department: Consolidated Dispatch (47)

Purpose: Tactical Plan for Strategic Planning

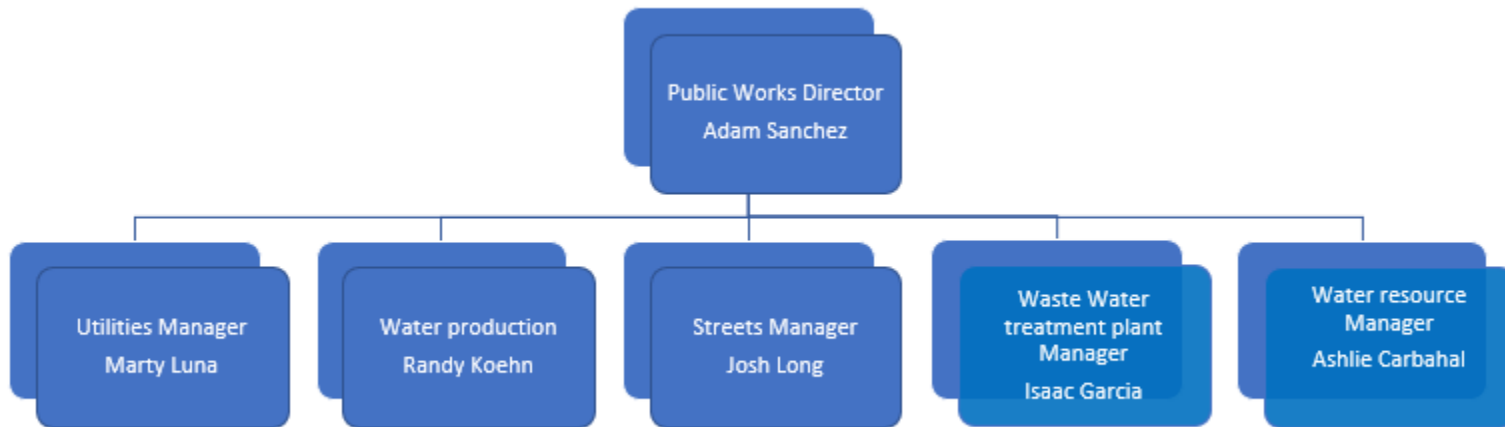
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Recruiting/Retention of personnel	To recruit and retain qualified dispatchers	Chief/Dispatch Supervisor		January 2025	June 2026
<p>Description: Find ways to attract prospective dispatchers and retain our current ones</p> <p>Steps needed to achieve this goal:</p> <ul style="list-style-type: none"> • Continue to research new advertising ideas to attract more applicants • Continue to review hiring practices to make sure we are effectively evaluating applicants • Continue to train and involve current employees in other processes to give them a sense of responsibility and ownership 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Computer Aided Dispatch	Purchase and Implement new CAD	Chief/Dispatch Supervisor	\$49,270	Immediately	Until Complete
<p>Description: Replace our current CAD system that is outdated and has little support</p> <p>Steps needed to achieve this goal:</p> <ul style="list-style-type: none"> • Purchase the new Mark 43 RMS software • Work with Mark 43 for implementation • Budget for reoccurring licensing 					

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Emergency Medical Dispatch	Update the EMD system	Chief/Dispatch Supervisor	\$75,000	July 2025	June 2026
<p>Description: Research and implement a new EMD system that will integrate with the new CAD system</p> <p>Steps needed to achieve this goal:</p> <ul style="list-style-type: none"> • Complete the Mark 43 implementation • Find new EMD system • Work with both companies to have the new EMD integrated into the new Mark 43 CAD system 					
GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Policies and Accreditation	Create policies for the Consolidated Dispatch Center	Chief/Dispatch Supervisor		Immediately	Until Complete
<p>Description: Currently there are no formal policies for the dispatch center. Implementing a set of policies will ensure uniformity in all operations, limit liability, and ensure everyone is performing to a set standard.</p> <p>Steps need to achieve this goal:</p> <ul style="list-style-type: none"> • Begin researching policies and best practices • Write and implement new policies • Research accreditation options if any • Begin the accreditation process 					

Public Works

Purpose Statement

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



Tactical Plan

Date: 2025

Department: Public Works; Water Distribution/ Sewer Collection Division

Director: Adam Sanchez

Purpose: DEPARTMENTS SHALL CREATE 5 STRATEGIC PLAN ITEMS

COMP PLAN 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	2024	June 2025

DESCRIPTION:

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**

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**

Hazard Mitigation

The Village and Engineers identified nine locations for hazard mitigation, starting from North Loop in Upper Canyon to Leach Drive. The project includes armoring the sewer line in the river and installing and replacing manholes. AUI completed all construction, armoring, and final seeding for these locations.

Due to flooding from the South Fork and Salt Fire, the main interceptor line was infiltrated with debris. The next steps involve video inspection and cleaning of the line from the Wastewater Treatment Plant to the Mescalero line in Upper Canyon to assess the damage caused by the disaster.

Steps Needed to Achieve This Goal:

1. Contract with an engineer.

2. Procure a contractor to clean and video inspect the line.
3. Assess the damage

COMP PLAN 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, Water trust board funding and Engineering Manpower	2024	Ongoing

DESCRIPTION:

The G.O. Bond, approved in 2015, aims to replace aging water infrastructure and enhance fire protection in areas of need. The Village of Ruidoso allocates \$1.5 million annually for these projects. The current strategic goal for this initiative is sustainability, protection, and maintenance of infrastructure investments. The Village has leveraged G.O. Bond funds with a Water Trust Board grant and contracted Sauder Miller and Associates for engineering. The engineering phase is 100% complete, and a contract has been awarded to J&H Services through an ITB process to install new infrastructure, totaling \$5,827,974.00.

Public Safety and Protection:

This capital investment has the potential to reduce service costs over time by minimizing repairs to old lines.

Steps Needed to Achieve This Goal:

1. Issue a Notice to Proceed.
2. Manage construction.
3. Close out the project with the Village Council and submit documentation to the Water Trust Board.



COMP PLAN 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 council has adopted the master plan and rate analysis.**

Steps need to achieve this goal:
 Continue to follow Utility master plan for future projects and improvements of infrastructure
 Follow Utility master plan for updating rate structure for Mescalero tribe

COMP PLAN GOAL	STRATEGIC PLAN ITEM Priority #3	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

DESCRIPTION:
 In 2022, the Village partnered with the County and received a \$3.5 million grant from NMDOT for the Cutler repave project. The completed roads include Gavilan Canyon, Warrior Dr., Paradise Canyon, and Upper Sudderth Drive.
 In 2023, the Village continued road improvements on Hull Road, Reese Drive, and Service Road, with a total investment of \$1.4 million. This phase is complete.
 In 2025, the Village of Ruidoso received \$2 million from a TPF grant to continue repaving roads throughout the Village.
 Roads to be Completed with 2024 TPF Funds:

- White Mountain Dr.
- Jack Little
- LL Davis
- Leon Ferrar
- Wingfield St.
- Porr Dr.

<p>STEPS TO ACHIEVE GOAL:</p> <ol style="list-style-type: none"> 1. Patch failing areas on roadways. 2. Improve drainage for future runoff 					
COMP PLAN GOAL	STRATEGIC PLAN ITEM Priority #3	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Utilities Goal 1 Policy 1.1 Action 1.2A 1.2.B	<p>Replace aging infrastructure Water line replacement, extension of sewer lines to non-serviced areas Pine Cliff Subdivisions</p>	<p>Public Works Director Asst. Finance Director</p>	<p>CDBG funding + G.O. bond funding, Department time and Engineering Manpower</p>	<p>Present</p>	<p>Ongoing</p>
<p>DESCRIPTION:</p> <p>The G.O. Bond, approved in 2015, aims to replace aging water infrastructure and enhance fire protection in areas of need. The Village of Ruidoso allocates \$1.5 million annually for these projects. The current strategic goal for this initiative is sustainability, protection, and maintenance of infrastructure investments. The Village is currently using G.O. Bond funds for the replacement of water infrastructure and road patching in the Pine Cliff subdivision.</p> <p>The Village has contracted Sauder Miller and Associates for the engineering of this project, which has been completed. Sauder Miller has divided this project into five phases. J&H Services has been contracted for the replacement of the water infrastructure, with approximately 30% of the work completed. The Sewer Collections Department has been and will continue to extend sewer lines to areas without sewer service, following the Sewer Master Plan. This meets the current strategic goal of sustainability and maintenance of infrastructure investments, providing a greater level of service by extending sewer service to those without it, with no impact on the cost of service.</p> <p>Public Safety and Protection: This capital investment has the potential to reduce service costs over time by minimizing repairs to old lines. This phase of the project is complete and closed out.</p> <p>Next Steps for Pine Cliff Subdivision:</p> <ol style="list-style-type: none"> 1. Apply for grant funding to install sewer in the area 					

Water Distribution & Sewer Collections



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	2025 Or until filled

Description:

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

Strategic Goals:

- Public safety and protection.
- Engaged and energized workforce.

Steps to Achieve This Goal:

- Continue to work with the Human Resources Department to recruit new employees.
- Develop and implement new pay plans to attract and retain employees.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Utility services goal 1 policy 1.1 action 1.1.E and goal 3 policy 3.2 action 3.2.c	Replacement of antiquated equipment	Utilities Manager	Funding to update equipment	2021	Ongoing

Description:

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

- 2008 420G Backhoe:
 - **Current Status:** Unreliable with multiple mechanical issues.
 - **Action Plan:** Auction off the current backhoe and lease a new one on a rolling 5-year replacement plan.
 - **Update:** New backhoe has been delivered.

- **2012 International Vector Truck:**
 - **Usage:** Daily operations for sewer issues and standby for the FEMA sewer project.
 - **Action Plan:** Lease a new Vector truck with a 5-year replacement plan.
 - **Approval:** Approved by council on January 9, 2024.
 - **Estimated Delivery Date:** March 1, 2025.
- **2008 Chevy CK4500 (1.5 Ton Utility Truck):**
 - **Usage:** Daily water line repairs, pulling Ditch Witch, and carrying maintenance tools.
 - **Action Plan:** Replace with a 1-ton diesel pickup.
 - **Update:** Department has received four ¾ ton diesels and the 1.5-ton truck is out of service, awaiting auction.
- **12-Yard Dump Truck:**
 - **Budget:** Initially budgeted for fiscal year 2024.
 - **Issue:** Funds reallocated due to fire and flooding, replacing four older crew trucks.
 - **Action Plan:** Re-budget to purchase the dump truck.

Milestones:

- **Goal:** Receive the new equipment.
- **Strategic Goals:**
 - Sustainability and maintenance of infrastructure.
 - Public safety and protection.
 - Engaged and energized workforce.
- **Cost:** Capital investment to reduce O&M and COS needed to maintain antiquated equipment at current LOS.

Steps to Achieve This Goal:

- Budget for 2025.
- Specify truck requirements.
- Procure the equipment.

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

Description:

- Rehab and replace three lift stations.

Steps to Achieve Goal:

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

Additional Information:

- The level of service will remain the same.
- The cost of service could be reduced due to updated equipment.
- Current Strategic Goal: Sustainability and Maintenance of Infrastructure Investment.
- All parts have been ordered and received.
- The Guenevere lift station control panel has been set, and PNM has run new service.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
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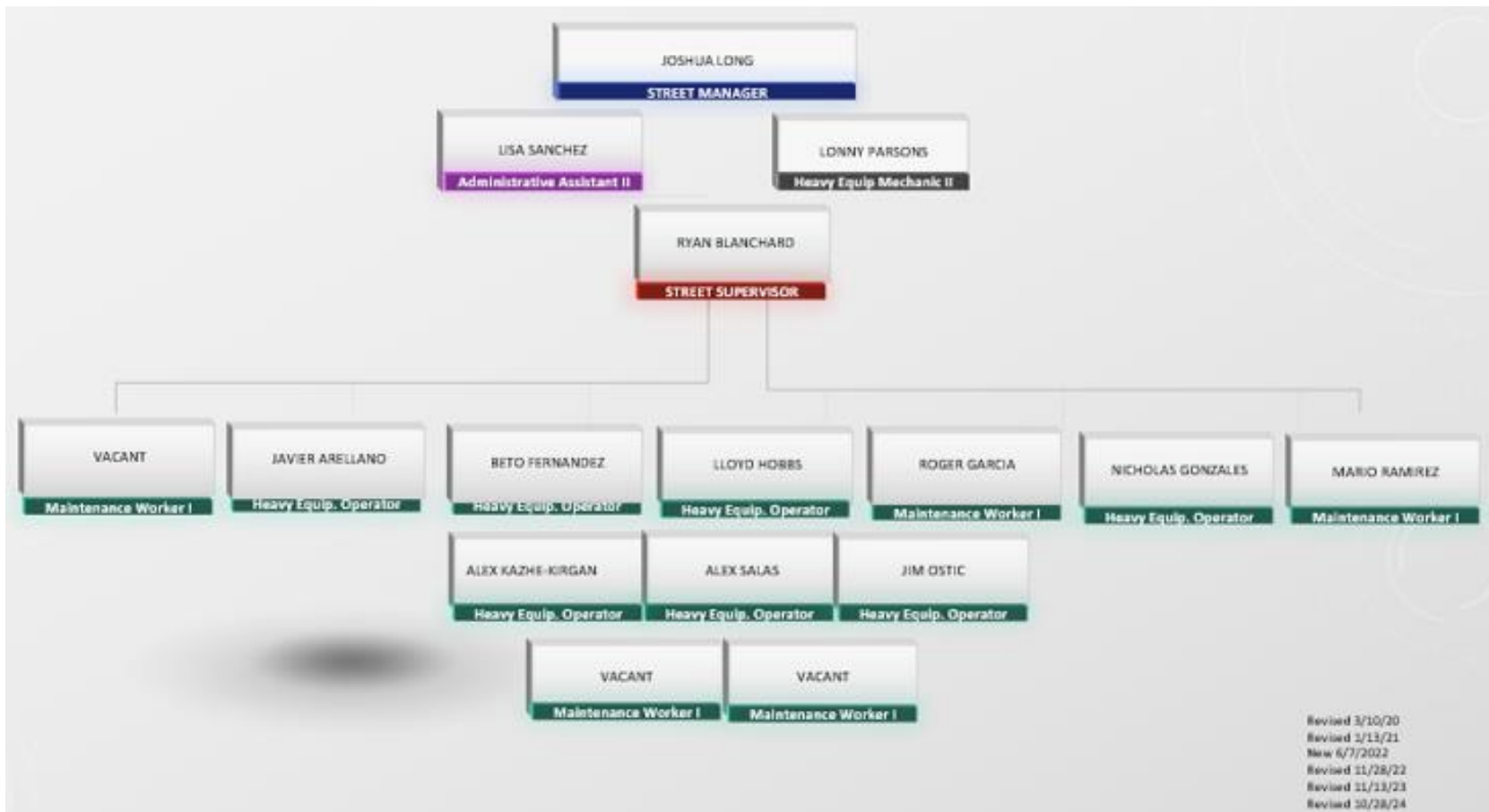


Utilities Goal 2 Policy 2.1 Action 2.1c	Fire Hydrant and Valve maintenance and replacement Program	Utilities Manager	Funding and Personnel/contractor	2021	Ongoing
<p>Description:</p> <ul style="list-style-type: none"> • The Water Distribution Department has an obligation to the public to provide adequate fire protection within the Village. The Village needs to add and replace fire hydrants to maintain our current ISO rating. • In addition to fire hydrant maintenance and replacement, this department needs to further maintain and replace valving within the Village to help isolate water during water breaks. • Working with the Fire Department, we have inspected and GIS-mapped approximately 1,100 fire hydrants. <p>Steps to Achieve This Goal:</p> <ul style="list-style-type: none"> • Recruit and maintain personnel to provide the level of service needed to continue this program. • Dedicate funding each year to this program. • Continue to conduct fire hydrant inspections. • Replace hydrants as needed. • Install new fire hydrants 					

Street Department

Purpose Statement

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



Revised 3/10/20
 Revised 3/13/21
 New 6/7/2022
 Revised 11/28/22
 Revised 11/13/23
 Revised 10/28/24

Tactical Plan

Date: 1-15-2025

Department: Street Department

Purpose: Tactical Plan for Strategic Planning

GOAL 1	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Transportation Goal 4 Policy 4.3 Action 4.3	MAP Priority 1	Street Manager	Department time funding from the state	2025	2026
<p>Description: Airport West (MAP) Municipal Arterial Program</p> <ul style="list-style-type: none"> • Scope of Work: Grade bar ditches and replace culverts as needed. Apply a level course and overlay. • Project Cost: \$377,965 <ul style="list-style-type: none"> ○ State Contribution: 75% (\$283,474) ○ Village Contribution: 25% (\$94,491), to be paid with in-kind services. <p>Strategic Goals:</p> <ul style="list-style-type: none"> • Sustainability and Maintenance: Ensure the longevity and upkeep of infrastructure. • Public Safety and Protection: Enhance safety measures for the community. • Financial Sustainability: Maintain a high level of service through prudent financial management. <p>Milestones:</p> <ul style="list-style-type: none"> • First Milestone: Completion of drainage by summer 2025. <p>Steps to Achieve Goals:</p> <ul style="list-style-type: none"> • Resources Required: Manpower, equipment, and state funding. <p>Previous Projects 2024 MAP:</p> <ul style="list-style-type: none"> • The street department successfully completed the Country Club MAP project, including Country Club Drive, which was closed out in June 2024. 					
GOAL 2	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Transportation Goal 4 Policy 4.3 Action 4.3a	COOP Priority 2	Street Manager	Department time funding from the state		

Description:
 Due to recent fires and flooding, we have two COOP projects to complete this year:
 1. Innsbrook Village COOP: We have requested an extension for this project, with a total cost of \$257,077. The state will cover 75% (\$192,808), and the Village will contribute 25% (\$64,269) through in-kind services.
 2. Black Forest COOP: This project has a total cost of \$334,365. The state will pay 75% (\$250,773.75), and the Village will cover 25% (\$83,591.25) through in-kind services.

Strategic Goals:

- Sustainability and maintenance of infrastructure
- Public safety and protection
- Financial sustainability to maintain a high level of service

First Milestone:

- Completion of drainage by Spring 2025

Steps Needed to Achieve This Goal:

- Manpower
- Equipment
- Funding from the state

GOAL 3	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community services goal 1 policy 1.1 action 1.1E and goal 3 policy 3.2 action 3.2c	Update fleet pickup trucks Priority 3	Street manager	More funding to update Vehicles	2025	2026

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

- Two 2003 Dodge Dakotas, to be replaced with larger trucks for more practical everyday use
- 1996 F-150 four-wheel drive
- 1996 Chevrolet utility truck
- Fuel truck
- 1991 Chevrolet stake bed
- 1999 Freightliner water truck

Steps to Achieve This Goal:

This milestone will be reached upon receipt of the new equipment. The current strategic goals are:

- Sustainability and maintenance of infrastructure
- Public safety and protection
- Engaged and energized workforce

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

1. Purchase two ¾ ton Duramax crew cabs to replace the 2004 Ford crew cabs, estimated at \$70,000 each.
2. Acquire a Freightliner water truck for firefighting and flushing culverts, estimated at \$170,000.

Equipment Received:

1. Superior road broom
2. 14-yard Peterbilt (ETA middle of May 2025)

GOAL 4	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Transportation goal 4 policy 4.3 action 4.3.A	Retain manpower, manpower Priority 4	Street department	Funding for position	1-1-25	Until filled

Description:

The Street Department is currently working to fill vacant positions. We are understaffed in various everyday projects, which poses a liability and safety hazard for the public, our employees, and the Village of Ruidoso. We are requesting additional maintenance worker-level positions, with a total cost of \$54,080 per person, including benefits. This capital investment will help us achieve an even higher level of service. Our strategic goals are public safety and protection, as well as maintaining an engaged and energized workforce.

Steps to Achieve This Goal:

The Street Department has a budget for sixteen positions, but we are currently operating with thirteen.

Expected Benefits of Hiring Additional Staff:

1. **Enhanced Public Safety:** With more staff, we can ensure that projects are completed more efficiently and safely, reducing hazards for both the public and our employees.
2. **Improved Service Levels:** Additional personnel will allow us to maintain and even improve the level of service we provide, ensuring the infrastructure is well-maintained and issues are addressed promptly.
3. **Reduced Liability:** Adequate staffing helps mitigate risks associated with being understaffed, such as accidents or delays in critical maintenance work.
4. **Long-term Sustainability:** Investing in additional staff supports the long-term sustainability of our infrastructure and services, ensuring we can meet the needs of the community now and in the future

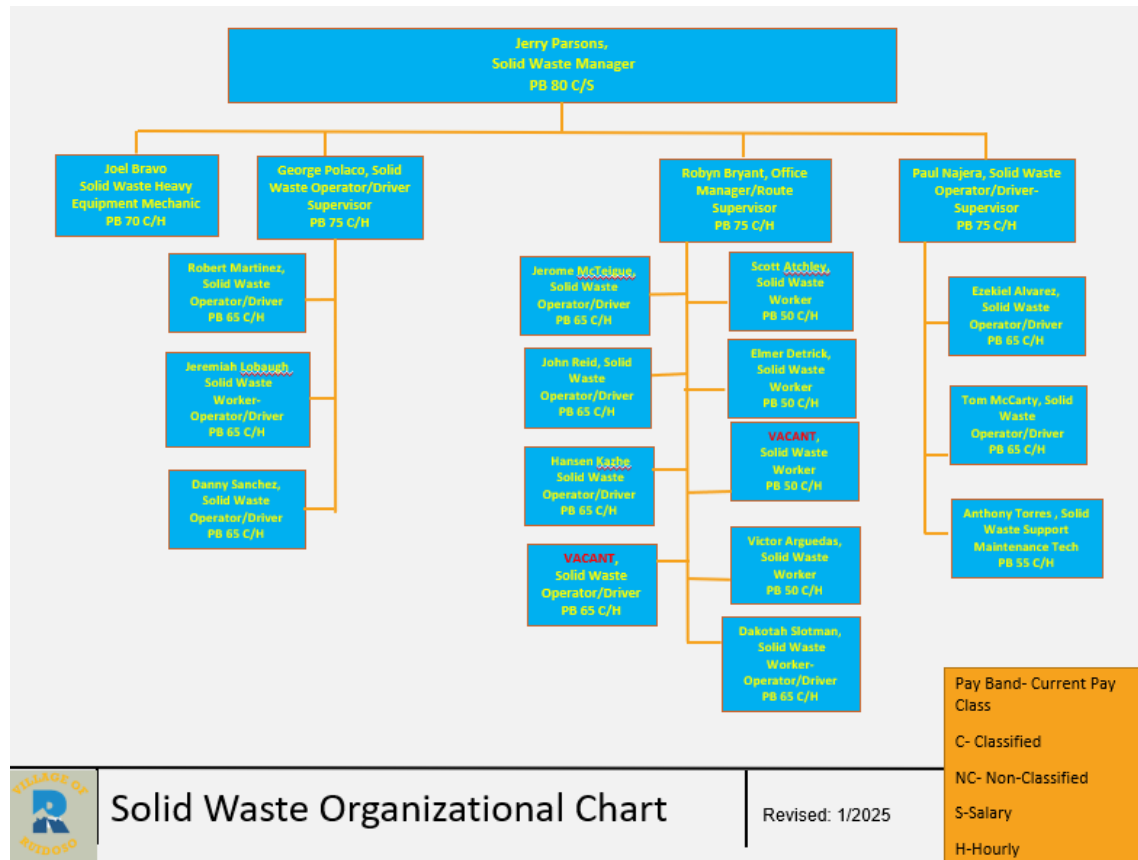


GOAL 5	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community services goal 1 policy 1.1 action 1.1.E	Buildings, Hot Plant, Property Maintenance/Repair Priority 5	Street Manager	Funding for building maintenance	2025	2026
<p>Description: The Street Department facilities, including the Hot Plant, are housed in older buildings that need significant repairs. As a General Fund department with limited resources, the Street Department requires additional funding to address these issues. While the initial repair costs are substantial, routine maintenance will be essential once the repairs are completed. To achieve this goal, the Street Department needs increased funding in specific line items.</p> <p>Requested Repairs:</p> <ol style="list-style-type: none"> 1. Plumbing for a new sewer line inside the building, estimated at \$15,000 2. New heating and cooling system, estimated at \$15,000 3. Acquisition of a new hot oil A.C. tank for the Hot Plant \$120,000 4. Updating the electrical system at the Hot Plant \$50,000 					

Solid Waste

Purpose Statement

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



Tactical Plan

Date: 2025

Department: Solid Waste

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 manpower.	FY 2025	Ongoing
<p>Description: The department must maintain the NMED standards for the collection and disposal of solid waste as well as the current strategic goals under public safety and environmental sustainability. The current level of service of replacing dumpsters every 5 to 7 years is based on the life span of these dumpsters including routine maintenance. This ensures solid waste collected is contained for collection without creating hazardous vectors created by improper containment. The cost of this service is included in current funding levels which must be maintained and include capital and operating costs for this item. While new dumpsters are ordered yearly in different quantities the average annualized cost is \$60,000. The department has been utilizing the HGAC governmental procurement option with Rolloffs USA.</p> <p>Steps need to achieve this goal: Councilors approve, and if approved, then get ordered.</p>					
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 3.2. Action 3.2.B and C	Replacement of Tractor Trailer, to replace 1999 KW Truck.	Director and Supervisors of Solid Waste.	Maintain current funding and service level with existing manpower and updated equipment.	2025	2025

Description:
 The Solid Waste Department utilizes a unique set of specifications for all its heavy equipment and, as with semi-trucks, they are required to go over the summit, and to the landfill, where it is very steep, and soft dirt.
 The level of service would be maintained by keeping the fleet and spare ratios intact while not increasing the cost of service. The department averages \$300,000 to \$350,000 annually on its Capital Equipment Replacement Schedule (CERF). With the way pricing has gone up, the truck will cost about 400,000.

Steps need to achieve this goal: Councilors approve, and if approved, then getting my specifications approved, by Peterbilt.

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 manpower and equipment.	Project is to be started in 2025.	2025

Description:
 The project financing plan has been developed. It will cost about 40,000.00.
 We strongly believe that it would be beneficial to the Village to do this project. This will help with the heating bills.
 (We put this back in, because the Company was very busy and had jobs going out for 9 months.)

Steps need to achieve this goal: Councilors approve, and if approved, then get the Company from El Paso to do project.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Comprehensive Plan: Health and safety. Services Goal 4	Update Container shop with new metal on the wall to replace rusted out metal.	Director and Supervisors of Solid Waste.	Maintain current funding and service level with existing manpower and equipment.	2025	2025

Description:
 The estimated cost will be around 25,000.00. We strongly believe that it would be beneficial to the Village to update the metal, to help save on heating cost.

Steps need to achieve this goal:
 Councilors approve, and if approved, then get quotes.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Community Services Goal 5	Repave the parking lot.	Director and Supervisors of Solid Waste	Maintain current funding and manpower.	2025	2025

Description:
 The estimated cost will be around 30,000.00. We have a bad problem with the drainage in the parking lot, and water coming into the old shop. If we get real bad rain, it will sometimes flood the office part of the old shop as well.

Steps need to achieve this goal: Councilors approve, and if approved, then get quotes.

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 manpower.	2018	Ongoing

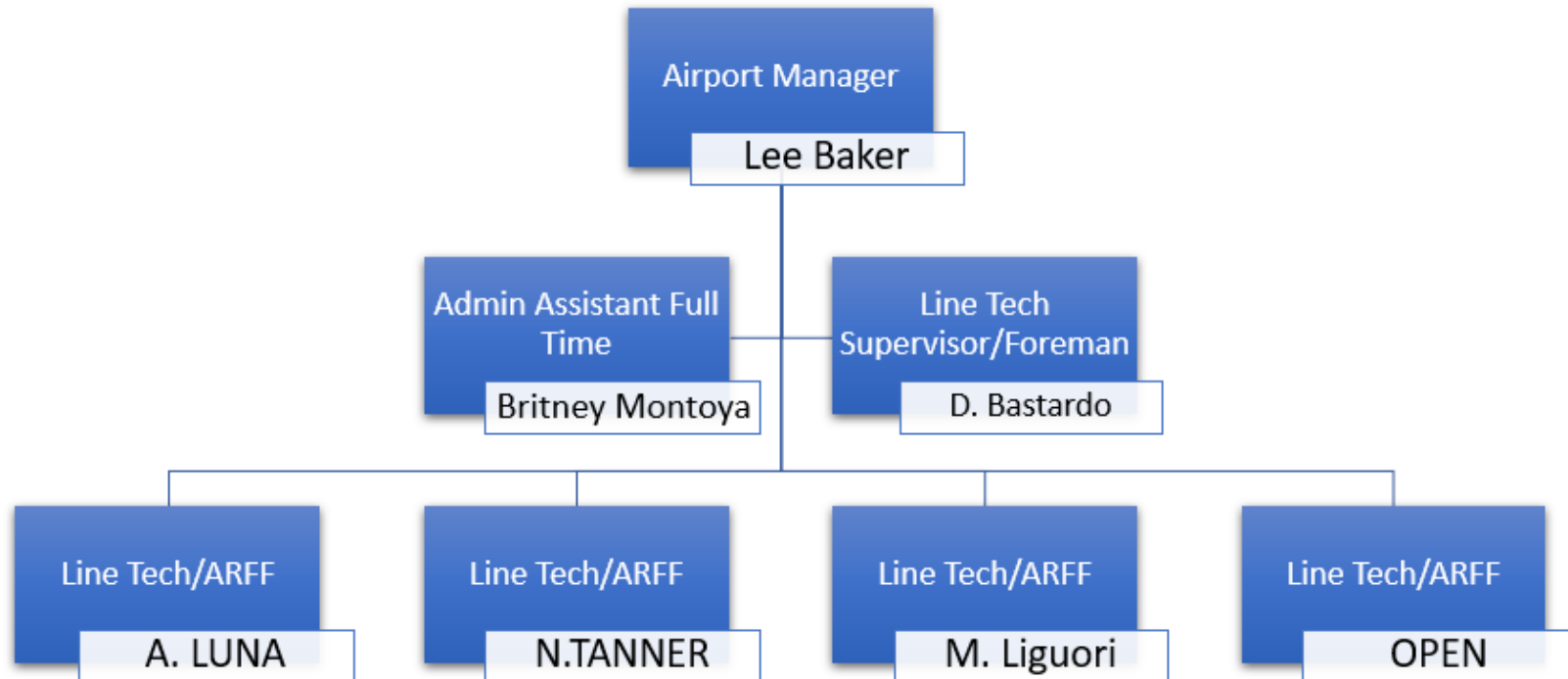
Description:
 Starting FY 2018 the department earmarked funds to assist the Keep Ruidoso Beautiful Committee in the creation of a community garden that utilizes material that requires low water usage (source reduction) and reuses yard waste for planting and cover material (source reuse). This program 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)**

Steps needed to achieve this goal: Keep current funding each budget year.

Sierra Blanca Regional Airport

Purpose Statement

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



Tactical Plan

Date: 12/30/2025

Department: SBRA

Director: Lee Baker

Purpose: DEPARTMENTS SHALL CREATE 5 TACTICAL PLAN ITEMS

COMP PLAN GOAL 1	TACTICAL PLAN	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Terminal/FBO	Interior Remodel/Exterior Face Lift	SBRA Director Finance	Budget	February 2025	Continuous
<p>DESCRIPTION: Sierra Blanca Regional Airport Terminal/FBO is outdated and in disarray.</p> <ul style="list-style-type: none"> • Needs a new roof. • Needs interior paint. • Needs new energy efficient windows and doors. • Remodel FBO counter and office, restrooms and pilot's lounge. • Clean up wiring on outside of building, replace damaged siding and paint exterior. Add new airport signs. • The HVAC for the upstairs offices needs to be replaced • The mezzanine has been painted, and a new HVAC system has been installed for the main terminal. 					
COMP PLAN GOAL 2	TACTICAL PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Aircraft Ramp	Rehabilitation of Taxiway A & Aircraft Parking Ramp	VOR-FAA NMDOT Aviation SBRA Director Finance	Funding and Planning	2024	Continuous
<p>DESCRIPTION: Runway 6/24, Taxiway A and the Aircraft Parking Ramp need rehabilitation and lighting upgrade.</p> <ul style="list-style-type: none"> • The west side of the parking apron needs surface rehabilitation, 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. • Currently working with our Consultants on the RWY 6/24 lighting upgrade and the new Lighting Vault • We will be seeking grant funding from FAA & NMDOT Aviation to help fund the RWY 6/24 & Lighting Vault project 					



COMP PLAN Goal 3	TACTICAL PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Fuel Farm	Upgrade Fuel Farm	SBRA Manager Village Manager NMDOT-Aviation	Funding	2025	Continuous

DESCRIPTION:
 Upgrade Fuel Farm

- A loading rack would also need to be built to comply.
- Under skid containment basins are needed to comply.
- The underground piping for the Unleaded fuel dispenser needs to be removed and reinstalled above ground.
- We are currently working with a Fuel Farm Contractor on these upgrades.
- We are currently waiting for engineered drawings for the load rack.
- Once we receive the quote from the contractor, we will be seeking NMDOT grant funding

COMP PLAN GOAL 4	TACTICAL 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

DESCRIPTION:
 After evaluating operations of the Sierra Blanca Regional Airport several pieces of Equipment need replacing. There are questions of longevity after our recent FAA inspection. Our fuel trucks (1999/2000), fire trucks (1998/2006), snow removal equipment (1989/1990), are 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.

- Plan and work with FAA, Administration and Finance to build a program for future growth and emergency response for longevity and opportunities at Sierra Blanca Regional Airport.
- 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
- The airport did purchase a 2024 F150 this year as an addition to our fleet.
- We still need to replace all vehicles.

COMP PLAN GOAL	TACTICAL PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
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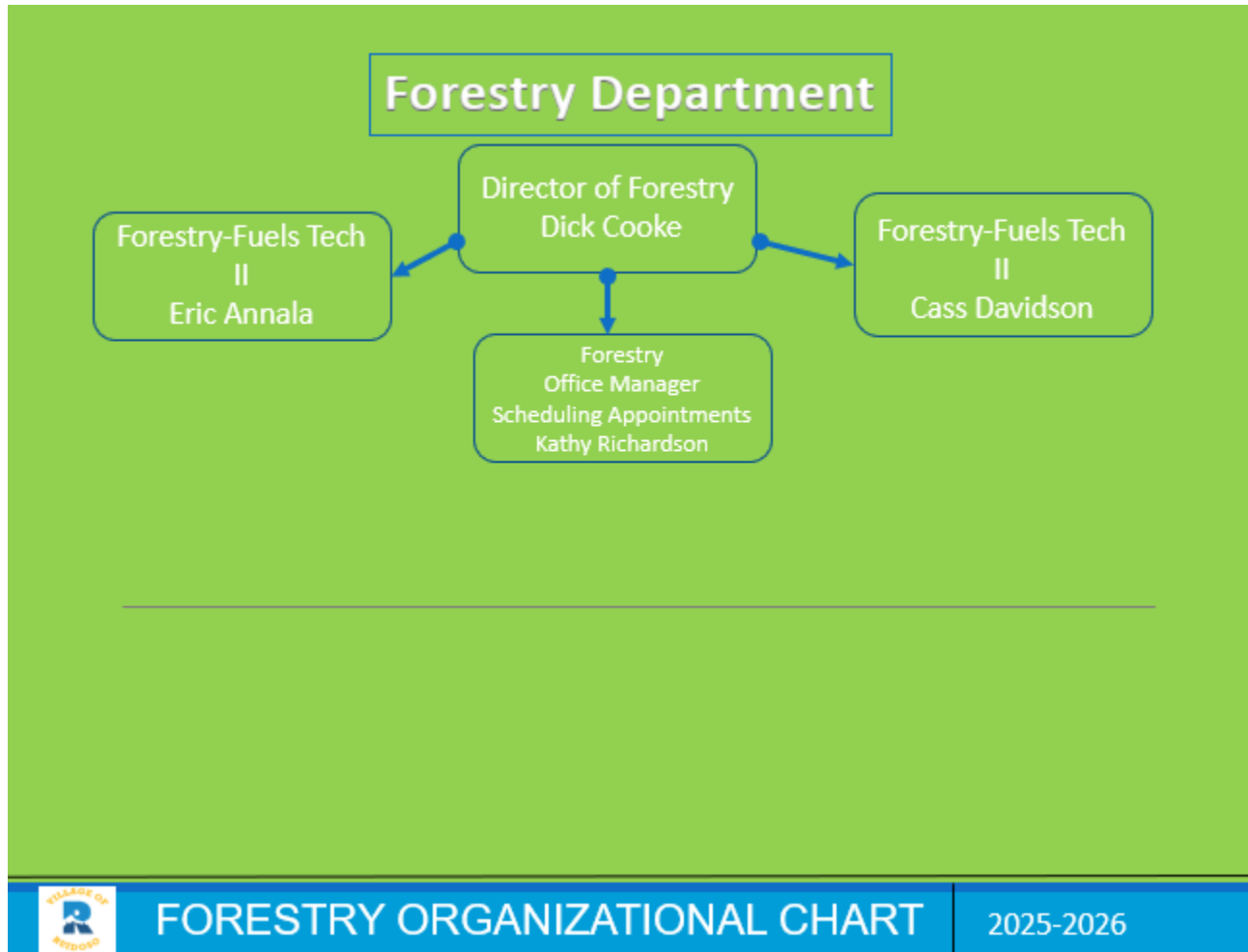


10-7 Air Travel Customer Service and income.	Additional Hangars	VOR-FAA NMDOT Aviation	Funding	2020	Continuous
<p>DESCRIPTION: SBRA needs to obtain more hangars for the customers and the ability to rent overnight etc. Currently, we have two small T-Hangars available for rent and there is a waiting list for larger hangars. If new hangars were constructed this would increase the income for the airport and assist with self-sustainability.</p> <ul style="list-style-type: none"> • There is a continuous wait list for hangar rentals monthly and nightly. The current infrastructure is not adequate to accommodate our customer base. • We have four Alpha hangars which support the larger aircraft. • We have four smaller Bravo and Charlie hangars in total. • Pursue grant funding for additional Box Hangars and T-Hangars 					

Forestry Department

Purpose Statement

Forestry is addressing Ruidoso's Forest Health Challenges through accepted Forestry Practices and Protecting Community Values at Risk from Wildfire through Fuels-Management while maintaining the Natural Beauty of the Mountains.



Tactical Plan

Date: 1/17 /2025

Department: Forestry

Purpose: DEPARTMENTS SHALL CREATE 5 STRATEGIC PLAN ITEMS

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
COMP PLAN #1 Forest Thinning	Natural Resources Goal 3. Policy 3.3 Action 3.4.B Hazard Mitigation Goal 1 Action 1.2.A	Director	Department personnel and approximately \$225,000 for contracts. We also have \$500,000 from Legislative Appropriations for Watershed and Forestry Projects.	July 1, 2025	June 30, 2026

Description:

Thin to 42-80 standards 100 + acres of Village Owned property. This includes cleanup from the South Fork Fire and possibly a project on Moon Mountain funded by the State Lands Office.

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 funding 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 900-1200 properties that are out of compliance or that will be going out of compliance during the Fiscal year. Priority will be for those properties that according to our record have never been Certified. Work with Watershed and Community Development to find and implement a database system that will automate landowner communication and data collection.	Department Director.	Department Personnel. We are requesting 1 more technician and a database manager (Kathy is retiring at the end of December) as part of a successional Plan for continuity. An updated database system that draws from other databases to increase efficiency of the process.	July 1, 2025	June 30, 2026
<p>Description: Certify 900- 1200properties 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 requests a list of properties going out of Certification During the Fiscal year or have never been certified from the Finance Department. 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. The 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 then transfers this information into incodes, changing the non-compliant code to the compliant code, completes the certificate and mails it to the landowner. If the property is for short-term rental a copy is also sent to Community Development for their file.
12. Office manager enters the certification date into the incodes database (then keeps a record of these dates so that when they expire the office manager manually changes the record back to the non-compliant rate.)
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 (**automated system**) 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. (**Note: There is an additional process when sending people to court that includes assembly of letters, data etc that have been sent to landowners prior to court referral.**)

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, 2025	June 30, 2026

Description:

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.

Respond to landowners' inquiries regarding diseased trees and other forestry related subjects. This often requires a site visit to the landowners' properties.

GOAL 4	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
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Hazard Mitigation	Hazard tree Removal	Department Director	Department Personnel \$25,000 budget line item.	July 1, 2025	June 30, 2026
<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:</p> <p>Neighbor to Neighbor Hazard Trees:</p> <ul style="list-style-type: none"> • Trees are 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. <p>Village Hazard Tree:</p> <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. 					
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, 2025	June 30, 2026

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.

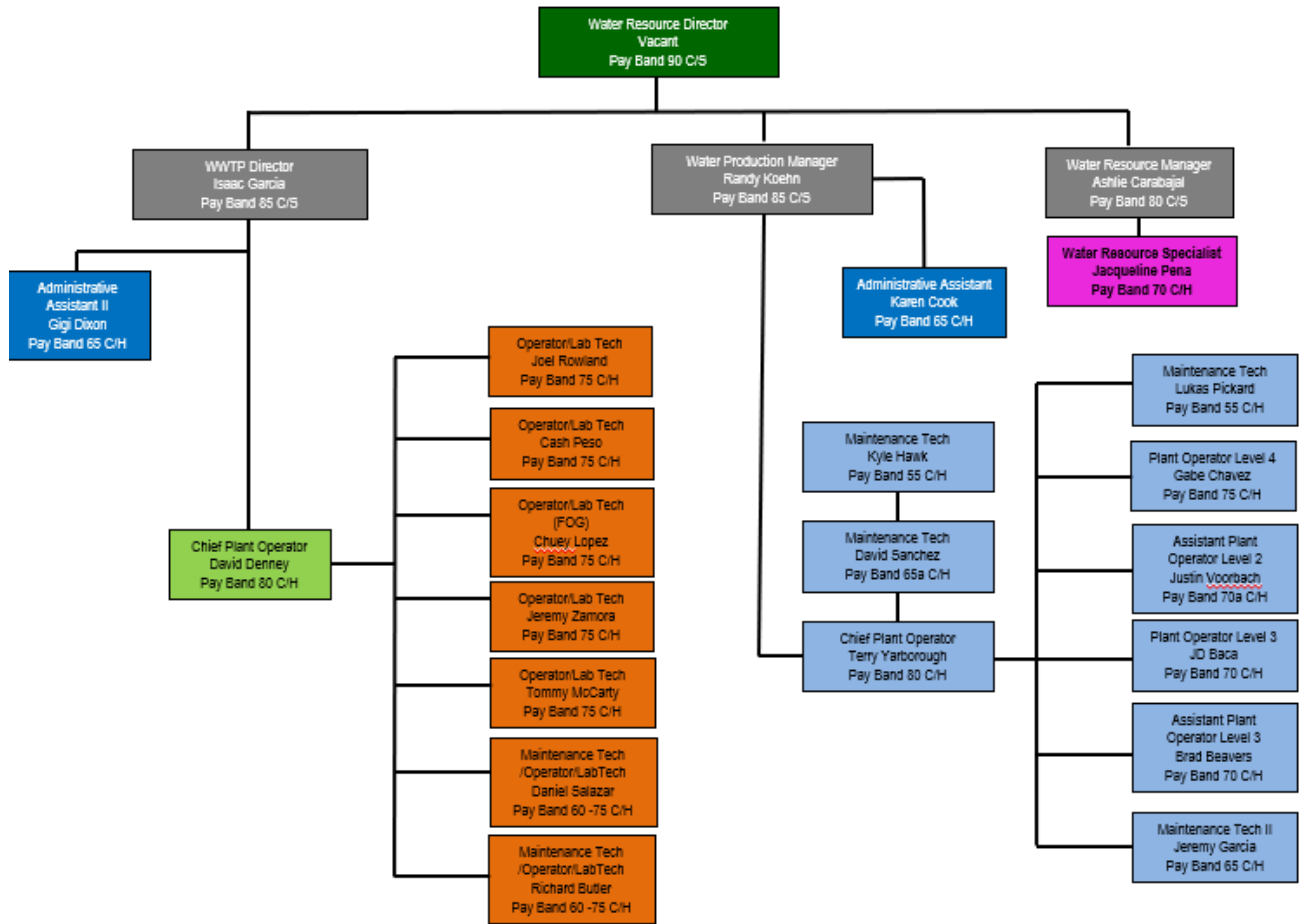
Steps need to achieve this goal:

- 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

Water Resources Department

Purpose Statement

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



Tactical Plan

Date: January 17, 2025

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. Citiworks software; Laserfiche software. Expanded tablets	01/02/2020	12/31/2025
<p>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 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.</p> <p>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.</p> <p>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.</p> <p>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 Citiworks 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</p>					

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 Citiworks, 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.

2024 – The Village continues to input GIS water and sewer as-builts into the enterprise geodatabase. Though we have improved, we are still needing to create an asset management culture through the work order system to better track maintenance on any asset. By updating asset information while out in the field, the Village will be able to make more accurate decisions regarding maintenance and asset replacement. The Village has updated their asset management plan to better reflect the current state of utility assets within the Village.

Proposed for 2025:

Steps need to achieve this goal:

1. Continue filing in Laserfiche.
2. Launch new work order system that provides a more user-friendly interface for field crews.
3. Provide more training in the work-order system and Laserfiche.
4. Continue to use and improve the work order system for the staff.
5. GPS assets in the field and update information.
6. 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.

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

Proposed for 2025:

Steps need to achieve this goal:

1. Finish H & H modeling
2. Create BMP development and measurable milestones
3. Identify impairments and the expected load reductions
4. Begin Stakeholder Process
5. Create interim measurable milestones
6. Create indicators of measurable progress
7. Create a monitoring plan

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,	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	6/30/2026



Action 1.1.C				ongoing FEMA projects	
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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.

Historical:
 2020 - This project was not funded in FY2021, and we will look to fund this project after FEMA sewer interceptor project is completed.
 2021 - This project was not funded in FY2022, we will look to request this project in FY2023.
 2022 – This project was budgeted for FY2023, but the master plan has not been started.
 2023 – This project was funded by the Construction Programs Bureau in July 2023.

Proposed for 2025:

Steps need to achieve this goal:
 1. 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	12/31/2025

Description:
 Continue to diversify sources of water by improving the Eagle Creek Well Field and various wells throughout the Village of Ruidoso 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. Engineering 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

2024 – Active Construction Project: Eagle Creek Wellfield Phase III (H-1979-POD5 & POD6), River Well Rehabilitation (H-1979-S3), Upper Canyon Surface Diversion Rehabilitation
 Active Planning: Two Rivers Raw Water Intake and Transmission Line Rehabilitation (project is proposed for legislative authorization for Water Trust Board Project Funds. Engineer is currently working on design.), Redrilling of Hollywood Well (H-272-S)(project is proposed for legislative authorization for Water Trust Board Project Funds)

Proposed for 2025:

Steps need to achieve this goal:

1. Continue to apply for Water Trust Board Funds to additional projects.
2. Go out to bid for Two Rivers Raw Water Intake and Transmission Line Rehabilitation
3. Issue task order for the redrilling of Hollywood Well
4. RFP for professional engineers for a hydrogeologist.

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
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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 assessments; mutual aid agreements with other utilities	01/02/2020	Ongoing - Water utility EAP will need to be updated every 5 years.
<p>Description: Conduct an EPA Risk and Resilience Assessment and Emergency Action Plan for both the water system and sewer collections.</p> <p>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 will be started after assessment and EAP for water is completed, tentative start in Fall 2021</p> <p>2021- Water Risk and Resilience Assessment and Emergency Action Plan have been completed and certification sent to EPA, planning on starting the process for sewer and wastewater in early 2022.</p> <p>2022 – Process was not able to begin on sewer and wastewater due to McBride Fire and summer flooding. The department has reached out to the Emergency Manager about starting the updating process for the water EAP, as this needs to be updated every five years. Once the plan is updated, due to time commitments of the plan, 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 cost analysis this plan considers.</p> <p>Steps need to achieve this goal:</p> <ol style="list-style-type: none"> 1. Coordinate with the Emergency Manager for 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
<p>Historical: 2023/2024 – Received Water Triggers for setting Water Conservation levels</p> <p>Steps need to achieve this goal:</p> <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
Copper and Lead Rule Revision	Copper and Lead Rule Revision	Water Resource Director, Water Resource Manager, Water Resource Specialist, Water Production Manager, Public Works Director	Staff time, funding for third party contractor	05/30/2023	11/1/2027
<p>Historical: 2024 – Completed the initial inventory of the service line material and sent out letters to consumers</p> <p>Steps need to achieve this goal:</p> <ol style="list-style-type: none"> 1. Issue ITB for a contractor to conduct service line inventory field work 2. Input survey data into GIS 3. Send out annual letters to residents about inventory status if they have either an unknown or galvanized service line. 					

Regional Wastewater Treatment Plant

Tactical Plan

Date: 1/15/2025

Department: Ruidoso/Ruidoso Downs Regional Wastewater Treatment Plant

Purpose: Prioritization of top 5 goals/programs for department

GOAL	STRATEGIC PLAN ITEM	RESPONSIBLE PARTY	Resources Needed	Starting Date	Ending Date
Natural Resources Goal 1 Policy 1.1, Action 1.1.A Park and Recreation Goal 1, Action 1.1.F	Maintain Effluent Quality	Department Director, Chief Plant Operator	Daily Operations, Daily and Monthly Lab testing, Chemicals for Filter Cleans, Manual/physical filter cleans	10/02/2022	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 TMDL's 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

<p>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</p>	<p>Regional Wastewater Treatment Plant Solar Installation</p>	<p>Water Resource Director, Department Director, Chief Plant Operator, Water Resource Manager, Water Resource Specialist, Dale Lyons, S & M</p>	<p>SMA solar design, holt enterprise to install new solar array.</p>	<p>1/02/2020</p>	<p>12/31/2025</p>
<p>Description: Complete solar feasibility study. Acquire / lease land for solar panel installation.</p> <p>2024: SMA is leading the solar project and has come up with a design that will be installed within the Plant site. Holt enterprise has been selected for the construction and installation of the solar array.</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 achieve this goal:</p> <ol style="list-style-type: none"> 1. Received approval from JUB to proceed with solar project. 2. Wait for final design from SMA. 3. Holt enterprise is selected as a contractor for the completion of this project. 					
<p>GOAL</p>	<p>STRATEGIC PLAN ITEM</p>	<p>RESPONSIBLE PARTY</p>	<p>Resources Needed</p>	<p>Starting Date</p>	<p>Ending Date</p>
<p>Natural Resources Goal 1 Policy 1.1, Action 1.1.A. Parks and Recreation Goal 1, Action 1.1. F</p>	<p>Install new 1/4 inch coarse bar screen in entrance works</p>	<p>Water Resources Director, Department Director, Chief Plant Operator</p>	<p>Acquire contractor for the installation of the coarse bar screen</p>	<p>01/02/2025</p>	<p>12/31/2025</p>

Description:
 Replacement of Ovivo sole source coarse bar screen which was damaged during the floods from the result of the Salt Fork Fire. Remove the existing bar screen with a crane and install new coarse bar screen.

Steps needed to achieve this goal:

1. Received approval from JUB on 1/15/2025 for the purchase and installation of bar screen.
2. Get bar screen delivered to the facility.
3. Hire a contractor to complete the installation of bar screen.
4. Send the old bar screen to get rehabilitated by OVIVO to have as back up.

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 Goal 1, Action 1.1.F	Put last MBR train into service to increase plant capacity from 2.7 MGD to 3.7 MGD	Water Resources Director, Department Director, Chief Plant Operator	Engineering drawings, acquire contractor for the installation of equipment for MBR train	01/02/2015	12/31/2030

Description:
 Put MBR train #4 into service to add 1 MGD worth of capacity to handle increased tourist flows as well as to allow for service to other MBR trains.

Steps need to achieve this goal:

1. Acquire engineer to complete project.
2. Purchase all pipe and blowers that will be needed for MBR train operation as there could be lead times in receiving equipment.
3. Identify a contractor to install all piping and blowers into MBR train.
4. Put MBR train into service.

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	SMA Engineering drawings, acquire contractor for the installation of the new UV unit	01/02/2025	12/31/2025

Description:

Remove the existing UV station and replace it with a new and improved unit.

Steps needed to achieve this goal:

1. Received approval from JUB 1/15/2025 to proceed with UV project.
2. Contract SMA to take on this project and find a reliable and correctly sized unit.
3. Advertise and hire a contractor to remove the existing UV unit and replace it with new unit.

Water Production

Tactical Plan

Date: 01/13/2025

Department: Water Resource, Water Production Division

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, and Utility Director.	Maintain current funding and seek additional funding if needed.	12/12/2023 (Phase 1)	06/04/2025 (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>2024/2025 – Grindstone Tank was demolished. A PRV was installed at Little D site to supply water in the absence of the tank. Little D Tank was taken offline, and D&R completed the installation of the new floor, roof & rafters, ladder, vent and target assembly. The tank was sandblasted inside and outside, and D&R crews are working on welding the bad areas of the tank and recoating the inside of tank. The tank should be completed in February. D&R Tank will start on the Alto East Tank after the Little D Tank is completed. Phase one should be completed on June 4th.</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 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 & Action 1.2. A.	Improving the Efficiency of the Water Treatment Facilities.	Water Production Manager, Chief Plant Operator, and Utility Director.	Maintain current funding and seek additional funding and manpower if needed.	07/01/2020	12/31/2025
<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 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 reduce 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>					

2024/2025 - Optimizing efficiency at the Alto Crest and the Grindstone Water Treatment Plants were still a high priority for Water Production in 2024. With the purchase of a Zeta Potential Analyzer the operators were able to test the water, to see if the polymer feed rate was too high or too low. We are the only facility in New Mexico unitizing this Technology and NMED is excited about the new technology.

Steps need to achieve this goal:

- 1) Continue performing Zeta Potential Analyses on a consistent basis to ensure correct polymer and dosage are being used.
- 2) Analyze Zeta Potential data and make polymer adjustments at Plant 3 & 4 as needed.
- 3) Polymer and operational adjustments at plant 3 & 4 are made under the direction form the CPO & Production Manager.
- 4) Acquire additional funding as needed.

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, Chief Plant Operator, and Utility Director.	Seek additional funding and manpower for each task order.	July 2019	02/01 2025

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 on grouping the projects for Alto Reservoir into one project for construction over the summer of 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.

2024/2025 - The Grindstone Canyon Dam Concrete Principal Spillway and North Dam Crest repair Project was completed in February 2024. A meeting was held in January 2025 with Hasse and VOR staff to go over some concerns with the concrete in S-11 (the bottom portion of the spillway). Hasse will correct the identified issues within the warranty period.

Steps need to achieve this goal:

- 1) Dam and Reservoir Improvements for Grindstone and Alto Lake Dams Projects are all completed, and this goal will be closed out.

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, and Utility Director.	Maintain current funding and manpower	01/01/2020	12/01/2025

Description:

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

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 monthly.

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.

2024/2025 – Had several meetings with David Torres to go the progress that was completed and to identify what items are needed to complete the project. Due to NMED staffing issues and the South Fork Fire/Floods, the project was put on hold.

Steps need to achieve this goal:

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

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	Alto Dam Alternative Analysis Evaluation and Design Project.	Water Production Manager, Chief Plant Operator, and Utility Director	Seek current funding and manpower	07/30/2024	12/31/2025

Description:

Contract with AECOM to reevaluate the flood discharge capacity of the Alto Dam spillway and diversion channel using updated extreme precipitation data for the state of New Mexico. In addition, an alternatives analysis will need to be performed to determine the most appropriate design concept for mitigating flood discharge over the crest of a rehabilitated version of the existing dam or a replacement of the existing dam with a new dam. The primary concepts for the project involve embankment armoring utilizing roller-compacted concrete, enhancing spillway capacity utilizing a labyrinth spillway system, or a combination thereof. The overall purpose of the project is to either:

1) rehabilitate the existing dam such that it will not fail as a result of the inflow design flood overtopping event; or,
 2) replace the existing dam with a structure designed to withstand the inflow design flood overtopping event, thereby mitigating the potential for dam failure for said event.
 AECOM will collaborate with the Village of Ruidoso to identify key considerations and constraints (e.g., schedule, cost, resiliency) for the development of scoring criteria to rank the options determined from the alternatives analysis. The consultant will then design and prepare construction documents for the selected alternative.

2024/2025 – Worked with NMOSE-DSB on the scope of work for the Alto Dam Alternative Analysis Evaluation and Design Project. Submitted The scope of work to AECOM so they could put together a design cost. Submitted the cost estimate, Statement of Assurances, Lincoln County Emergency Manager Letter, and the EHP Checklist to NMOSE-DSB. All data was reviewed and approved by NMOSE-DSB on 11/20/24 and the HHPD Grant application was submitted to FEMA for review and approval. The design cost was \$343,690 of which \$223,398.50 (65%) will be covered by the FEMA HHPD Grant and \$120,291.50 (35%) will be covered by state funds. Funding is also being sought after from the Water Trust Board.

Steps need to achieve this goal:

- 1) Obtaining funding with FEMA (HHPD Rehabilitation Grant), or Water Trust Board.
- 2) Provide additional documentation to NMOSE-DSB, as needed.
- 3) Supporting AECOM with data and information needed for the design scope.
- 4) Additional manpower if needed.

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 2.

To: Mayor Crawford and Councilors

Presenter(s): Zachery Cook, Village Attorney
Ronald L. Sena, Village Manager

Meeting Date: March 4, 2025

Re: Discussion on Agreement with Jennifer Vraa for FM Translator Re-Broadcast Programming in the Amount of \$24,000.00.

Item Summary:

Discussion on Agreement with Jennifer Vraa for FM Translator Re-Broadcast Programming in the Amount of \$24,000.00.

Financial Impact:

The term of the agreement is for 1 year beginning on March 1, 2025, with the Village paying Vraa consideration in the amount of \$2,000 per month. If the agreement is renewed, such renewal will result in an increase of 4.0% per year increase in monthly consideration.

Item Discussion:

Vraa owns and operates FM Translator Station K256AR at Ruidoso, New Mexico, pursuant to authorizations issued by the Federal Communications Commission. This agreement would allow the Village of Ruidoso to re-broadcast the KRUI-AM programming on Vraa's FM Station.

Recommendations:

To Discuss Agreement with Jennifer Vraa for FM Translator Re-Broadcast Programming in the Amount of \$24,000.00.

ATTACHMENTS:

Description

Agreement

FM Translator Re-Broadcast Agreement

This FM TRANSLATOR RE-BROADCAST AGREEMENT (this "Agreement") is entered into as of March 1, 2025, by and between Jennifer Vraa. ("Licensee") and Village of Ruidoso New Mexico ("Programmer").

WHEREAS, Licensee owns and operates FM Translator Station K256AR at Ruidoso, New Mexico (hereinafter the "Station"), pursuant to authorizations issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, Licensee wishes to re-broadcast programming to be offered by Programmer's Radio Station KRUI-AM at Ruidoso, New Mexico; and

WHEREAS, Programmer desires to re-broadcast the KRUI-AM programming on Licensee's Station.

NOW THEREFORE, in consideration for their mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Programmer agree as follows:

1. Re-Broadcast Consent. Programmer agrees to feed its programming (the "Programming") to the Station, and Licensee agrees to re-broadcast the Programming via the Station. Licensee's re-broadcast of the Programming shall be without change, interruption or deletion except as, and to the limited extent that, an interruption is expressly required by FCC rules or regulations (e.g., to periodically identify the Station, to provide emergency information to the public, etc.). In order for the Licensee to remain in compliance with the rules and regulations of the FCC, there shall be no restrictions placed upon the Licensee's editorial discretion to present controversial community issue-oriented programming, special events programming, or emergency programming. The Licensee shall retain control, said control to be reasonably exercised, over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any programming or announcements, the right to preempt any Program in order to broadcast a program deemed by the Licensee to be of greater national, regional, or local interest, and the right to take any other actions necessary for compliance with the laws of the United States, the State of New Mexico, and the rules, regulations, and policies of the FCC, including Section 310(d) of the Communications Act of 1934, as amended. Licensee shall utilize the facilities of the Station exclusively for the purpose of retransmitting the Programming and not for the transmission, broadcast or re-broadcast of any other programming. As noted above, Programmer shall rebroadcast commercial station KRUI-AM on the Station. As such, the Station shall be considered a commercial FM translator station for purposes of FCC application fees and FCC regulatory fees.

2. Term. The initial term of this Agreement shall commence on March 1, 2025 (the "Commencement Date") and shall continue for one year. This agreement may be renewed on an annual basis by the mutual written consent of the parties, subject to an annual four percent (4.0%) increase in the monthly consideration.

3. Monthly Consideration. As consideration during the initial term of this agreement for the re-broadcast of the Programming by Licensee, Programmer shall pay Licensee no later than the tenth day of each calendar month the sum of Two Thousand Dollars (\$2,000.00). As noted above, this agreement may be renewed on an annual basis by the mutual written consent of the parties, subject to an annual four percent (4.0%) increase in the monthly consideration.

4. Hours of Programming. Programmer will supply its programming during all hours of K246AR operations as long as this Agreement remains in force, and Licensee will transmit the programming, subject to the terms of this Agreement.

5. Operation of the Station. Licensee shall be solely responsible for and shall pay in a timely manner all operating costs of K246AR, including but not limited to, the costs of site rent, insurance, utilities, maintenance, modifications, alterations and repair. Programmer understands and acknowledges that only employees or contractors under the direction of Licensee may visit the Station's transmitter site to conduct maintenance, alterations, or repairs. Notwithstanding the foregoing, this Agreement allows Programmer to avail itself of all of Licensee's equipment associated with the Station, including the Station's antenna, transmitter, relay equipment, tower space and Internet equipment. Programmer may be responsible for reimbursing Licensee for any unusual or excessive maintenance fees for the Station.

6. Representations and Warranties. Each of the parties hereby represents and warrants to the other that it is legally qualified and has all requisite powers and capacity to enter into this Agreement; that its execution, delivery and performance of this Agreement shall not constitute a breach or violation of any agreement, contract, obligation, ordinance, regulation or order to which it is subject or by which it may be bound; that it has taken all necessary corporate and other action to make this Agreement legally binding on such party; and that the individual signing this Agreement on behalf of such party has been fully authorized and empowered to execute this Agreement on its behalf.

7. Indemnities. Each party will be responsible for any damages caused by the negligent acts, or failures to act, of itself or any of its representatives, employees, invitees, contractors, or agents. Each party hereby indemnifies and holds the other harmless from any and all claims, costs, expenses, damage, harm, and liabilities related to any such negligent action or inaction of the indemnifying party or arising out of that party's default

under this Agreement, or any inaccuracy in the representations and warranties provided hereunder

8 Representations, Warranties and Covenants of Licensee. Licensee hereby makes the following representations, warranties, and covenants:

(a) This Agreement constitutes the legal, valid, and binding obligation of Licensee, enforceable in accordance with its terms.

(b) The execution and performance of this Agreement will not violate any order, rule, judgment or decree to which Licensee is subject or constitute a breach of or default under any contract, agreement, or other commitment to which Licensee is a party or may be bound.

(c) Licensee shall operate K246AR and shall maintain those facilities in material compliance with the Communications Act and all applicable FCC Rules, provided, however, that it will have no liability to Programmer if, for any reason, K246AR ceases operations, reduces power, or is technically unable to broadcast Programmer's programming.

9. Representations, Warranties and Covenants of Programmer. Programmer hereby makes the following representations, warranties, and covenants to Licensee with respect to the programming that it is providing for rebroadcast:

(a) This Agreement constitutes the legal, valid, and binding obligation of Programmer, enforceable in accordance with its terms.

(b) The execution and performance of this Agreement will not violate any order, rule, judgment, or decree to which Programmer is subject or constitute a breach of or default under any contract, agreement, or other commitment to which Programmer is a party or may be bound.

(c) The programming supplied for broadcast on K246AR will comply with all applicable laws, including without limitation, the Communications Act and FCC's rules, regulations, and policies. It has all legal rights necessary to broadcast such programming and to authorize the rebroadcast of that programming on K246AR.

10. Force Majeure. If any failure or impairment of facilities or any delay or interruption in the broadcast or re-broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast or re-broadcast, occurs due to causes beyond the control of either party, then such failure, impairment, delay or interruption, in and of itself, shall not constitute a breach of or an Event of Default (as defined below) under this

Agreement and the party whose ability to perform its obligations is impaired will not be liable to the other party for any such failure, impairment, delay or interruption for the duration thereof.

11. Events of Default. An event of default (an “Event of Default”) shall be deemed to occur if a party fails to perform an obligation of that party as specified herein, and such failure is not cured on or prior to the thirtieth (30) day after the defaulting party receives written notice of the breach from the non-defaulting party. Notwithstanding the foregoing, no fact or circumstance described in this paragraph will constitute an Event of Default if the existence of such fact or circumstance is proximately caused or contributed to in any material respect by any material breach by the other party of its obligations under this Agreement.

12. Termination. If an Event of Default shall occur, and remain uncured within the time period specified above, the non-defaulting party shall be entitled to terminate this Agreement by written notice delivered to the defaulting party. Notwithstanding the foregoing, if a party ceases doing business as a going concern, makes an assignment of its rights under this Agreement for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of its or of any substantial part of its assets or properties, or if it or its principals shall take any action looking to its dissolution or liquidation, then, in any such event, the other party shall be entitled to terminate this Agreement forthwith.

13. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) on the date of personal delivery to an officer of the other party, or (ii) if sent by telecopy or facsimile machine to the number shown below, on the date of such confirmed facsimile or telecopy transmission, provided a copy is also sent by commercial overnight delivery service, prepaid, or by deposit in accordance with this Section of a change of address or change of telecopy number:

If to Programmer: Lynn D. Crawford, Mayor
 The Village of Ruidoso New Mexico
 313 Cree Meadows Drive
 Ruidoso, NM 88345

If to Licensee: Jennifer Vraa
2421 Nevada Drive
Alamogordo, NM 88310

14. Assignment. No assignment of this Agreement or the rights created hereby will be effective without the prior written consent of the non-assigning party, such consent not to be unreasonably withheld, conditioned or delayed.

15. Modification and Waiver. No amendment, supplement or modification of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement of any such amendment, supplement or modification is sought, and then such amendment, supplement or modification shall be effective only in the specific instance and for the purpose for which given.

16. Construction. This Agreement shall be governed, construed and enforced in accordance with the rules, regulations, and policies of the FCC and the Communications Act of 1934, as amended and the laws of the State of New Mexico. In the event this type of contractual relationship is later deemed improper or illegal under FCC rules and policies, this Agreement shall terminate without penalty.

17. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature(s) on each such counterpart were upon the same instrument. This Agreement shall be effective as of the date first above written.

18. No Partnership or Joint Venture Created. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties or to afford any rights to any third party other than as expressly provided herein. Neither Licensee nor Programmer shall have any authority to create or assume in the name or on behalf of the other party any obligation, express or implied, or to act or purport to act as the agent or legally empowered representative of the other party hereto for any purpose.

19. Severability. Whenever possible, each provision of this Agreement will be interpreted so as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or otherwise affecting the remainder of such provision or the remaining provisions of this Agreement.

20. Legal Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, personal representatives, successors and permitted assigns.

21. Miscellaneous. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, understandings and agreements between the parties with respect to the subject matter hereof and may not be altered, changed, amended or modified except by a writing signed by each of the parties hereto. If a formal legal proceeding is instituted by a party to enforce that party's rights under this Agreement, the prevailing party in the proceeding shall be reimbursed by the other party for its reasonable costs incurred thereby, including, but not limited to, reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first set forth above.

PROGRAMMER:

THE VILLAGE OF RUIDOSO NEW MEXICO

By: _____
Lynn D. Crawford
Mayor

LICENSEE:

JENNIFER VRAA

By: _____
Jennifer Vraa

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 3.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: March 4, 2025

Re: Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Macon McDonald, for Charlie 10 T-Hangar beginning March 14th, 2025.

Item Summary:

Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Macon McDonald, for Charlie 10 T-Hangar beginning March 14th, 2025.

Financial Impact:

This Lease will bring in Revenue to Sierra Blanca Regional Airport and The Village of Ruidoso.

Item Discussion:

Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Macon McDonald, for Charlie 10 T-Hangar beginning March 14th, 2025.

Recommendations:

To Discuss T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Macon McDonald, for Charlie 10 T-Hangar beginning March 14th, 2025.

ATTACHMENTS:

Description

M.MCDONALD

Amended
T-HANGAR LEASE AGREEMENT
Month-to-Month

PARTIES

This LEASE AGREEMENT is entered into this _____ day of
February _____, 2025 by and between the Village of Ruidoso (hereinafter
referred to as "Lessor" and MACON MCDONALD _____
(hereinafter referred to as the "Lessee.")

LEASE FACILITY

The Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from
Lessor, as herein provided, a T-Hangar located at Sierra Blanca Regional Airport, County of
Lincoln, New Mexico, known as T-Hangar C-10 _____ hereinafter referred to as the
facility, for the aircraft(s) registered as:

N# 875GG _____.

TERM

**The term of this lease shall be a month-to-month lease commencing on the first day
of each month. Termination notice by the Lessee shall be to the Lessor , no less than 30
days prior to the date of termination.**

LEASE PAYMENTS

Lessee hereby agrees to pay to Lessor a monthly lease payment for the facility in the
amount of \$ 275 _____, in advance, postmarked on or before the twenty fifth (25th) day of
each month during the lease period.

The monthly lease payment for any portion of a month on which the lease period
commences shall be pro-rated on a daily basis. There shall be no pro-ration for any month in which the
lease terminates.

The Lessor may adjust the lease payment at any time. Such increase or decrease in the lease
payment shall become effective on the first day of the month following thirty (30) days of the postmarked
notice of such an adjustment unless otherwise specified.

UTILITIES

**Lessee (X accepts does not accept) electric service provided by the Lessor. If electric
service is accepted, the Lessor shall pay a system charge of \$25 per month which includes taxes. If the
kilowatt usage of the unit exceeds \$25.00 in a month, the Lessor agrees to pay the excess at the actual rate
by Otero County Electric Cooperative as bill to Village of Ruidoso.**

CONDITION OF PREMISE

Lessee has inspected the facility and all improvements located thereon and Lessee accepts the
facility in its present conditions. Lessee agrees that at the expiration of the term hereof, Lessee

agrees to yield up and deliver the facility to Lessor in as good repair and condition as when entered upon, loss resulting from ordinary use and wear accepted.

MAINTENANCE

Lessor accepts responsibility, at Lessor's own expense, for the maintenance and upkeep of the facility, and improvements located thereon. The Lessee will keep facility in a clean and orderly condition. Lessor shall be the sole judge of the quality of maintenance; and, upon written notice by the Lessee to the Lessor, Lessor shall be required to perform whatever maintenance is deemed necessary. Lessor shall only store aircraft and materials necessary for the operation and maintenance of aircraft in the facility. Storage of personal property not related to aircraft or the operation and maintenance of aircraft is prohibited.

INSPECTION OF FACILITY

Upon giving reasonable notice in writing to Lessee, Lessor or the FAA, or agent of either, under the supervision of the Airport Director, may enter the facility and have free access for the purpose of inspecting the condition thereof or exercising any right or power reserved to the LESSOR or the FAA under the terms and provisions herein. Keys to all T-Hangers will be provided by the Lessee and kept in a secured location in the terminal, accessible only to the airport personnel.

ASSIGNMENT AND SUBLET

LESSEE shall not assign this lease nor sublet the facility or any portion thereof without written consent of the LESSOR. In the event of such written consent, the LESSEE shall not thereby be relieved of or from its obligation under this agreement.

AIRPORT RULES, REGULATIONS, COMPLIANCE

Lessee is subject to all rules, regulations now or hereafter to be imposed by Lessor relating to management, operation, and use of Sierra Blanca Regional Airport. Lessee shall at all times comply with airport rules and regulations; federal, state and municipal ordinances, codes or laws; and other regulatory measures now enacted or as are hereafter modified or amended. Lessee understands that this lease is for Aviation use only and any other use of this t-hangar will result in loss of lease. Lessor empowers it's authorized agent to apply and enforce compliance of Lessee with the above rules, regulations, state and federal laws and municipal codes, and other regulatory measures. Failure of Lessee to comply with same may be deemed a breach of this agreement by Lessor.

TAXES, LICENSES, UTILITIES

During the term of this Agreement or any extension hereof, Lessee shall pay all taxes, licenses, charges, fees, or assessments levied or to be levied upon the personal property, fixtures, or equipment of Lessee placed in or about the facility accrued or accruing, of whatsoever kind or nature, incident to or arising out of the use of the leased premises. Lessee shall procure and maintain all licenses, certificates, permits, and other similar authorizations required for the use of the leased premises. Lessee shall be liable for any and all utilities procured by the Lessee.

ALTERATIONS, ADDITIONS, IMPROVEMENTS

Lessee shall not make, suffer or permit to be made any alterations, additions or improvements whatsoever in or about the facility without first obtaining the written consent of Lessor.

If Lessor gives such consent, all repairs, alterations, additions, or improvements shall be done solely at Lessee's expense and in accordance and compliance with all applicable municipal, state, federal ordinances, laws, rules, and regulations and Lessee may be required to return the t-hangar back to its original configuration.

Lessee shall not allow liens of any kind or whatsoever to be created against or imposed upon the

facility or any part thereof. Lessee shall indemnify and hold Lessor harmless from any and all liability and claims for damages of every kind and nature which might be made or judgments rendered against Lessor or against the facility on account of or arising out of such alterations, additions, or improvements. Lessee shall, if required by Lessor, provide a bond to cover all work, including materials and labor, arising out of such alterations, additions, or improvements.

Any and all alterations, additions, and improvements, except unattached shelving and moveable furniture, made in accordance with the provisions contained herein, whether or not attached to the walls, floors, or facility, shall immediately merge and become a permanent part of the facility; and any and all interest of Lessee therein shall immediately be vested to Lessor; and all such alterations, alterations, and improvements shall remain on the facility and shall not be removed by Lessee at the termination of this agreement. Any unattached shelving and moveable furniture must be removed by Lessee at Lessee's sole expense on or before the termination of this agreement, or becomes the property of the Lessor.

INDEMNIFICATION and INSURANCE

Lessor shall not be liable for damage to persons or property arising from any cause whatsoever which shall occur in any manner in or about the facility, and Lessee shall indemnify and hold harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever which shall occur in any manner in or about the facility, including but not limited to, damage caused by leakage or bursting of heating pipes, drains, tanks, water from any source whatsoever. Lessee hereby indemnifies and holds harmless Lessor from any negligence on the part of the Lessee, its agents, representatives, or employees and shall give to Lessor prompt written notice of any claim, damage, loss, or action in respect thereto. Lessee shall maintain insurance requirements as set forth in the Minimum Standards for Fixed Based Operators and Airport Tenants at Sierra Blanca Regional Airport.

CALAMITY AND CONDEMNATION

If, at any time during the term of this agreement, the said facility shall be totally or partially destroyed by fire, earthquake, flood or other calamity, the facility or any portion thereof shall be condemned for public or quasi-public purposes, or shall be taken by any governmental authority in any manner whatsoever during the term thereof, the parties hereto agree as follows:

In the event the facility shall be totally destroyed, condemned or taken, or destroyed, condemned or taken to such an extent that it is wholly impractical for Lessee to use the facility; this agreement shall terminate as of the effective date of such condemnation or taking.

In the event a portion of the facility shall be condemned or taken, but such condemnation or taking does not render the use of the facility wholly impracticable, Lessee's obligation under this agreement shall continue in full force and effect; but the amount of the lease payment shall be reduced proportionately. In such event, Lessee shall bear any necessary costs of relocating its equipment and placing the remaining facility in proper and usable condition.

In any event, as aforesaid in this section, Lessee shall have no right or cause of action against Lessor. Lessee reserves the right to proceed independently of Lessor with any claims for compensation for damages to which Lessee may become entitled by reason of such total or partial condemnation or taking.

DEFAULT

If Lessee fails to make payment in the time and manner provided herein or if Lessee defaults in any of the covenants or promises to be performed by Lessee, then at its option, Lessor may use any remedy or remedies provided by law or equity including, but not limited to, the following:

Lessor may declare this agreement terminated and enter upon the facility, either with or without process of law, and repossess the facility.

Lessor may re-enter the facility and may rent same in behalf of Lessee upon such terms as are suitable to Lessor, all without releasing Lessee from any liability hereunder. In such event, any monies collected by such leasing shall be applied first to the expense of restoring and placing the facility in a rentable condition and next to the payment of the rent or any sum due the Lessor hereunder; and the Lessee shall remain liable for any deficiency.

Without waiving any lien given to Lessor by statute, Lessee hereby grants the Lessor a good, valid, and first lien upon any and all of the equipment, chattels, and other property now or hereafter belonging to said Lessee and located on the facility as security for payment of the rent and the fulfillment of the performance of the promises of the Lessee herein.

Lessee shall pay Lessor all reasonable attorney's fees, court costs, and expenses that may arise from enforcing any of the terms of this agreement.

BANKRUPTCY

If Lessee should be adjudged bankrupt, either voluntarily or involuntarily, Lessor shall have the option to forthwith terminate this agreement and re-enter the facility and take possession thereof; and in no event shall this agreement or the facility be deemed to be an asset of the Lessee after adjudication or a judgment in bankruptcy, the appointment of a receiver, or an assignment for the benefits of creditors.

USE OF FACILITY

Lessee shall use the facility for storage of aircraft and limited equipment as described below. Lessee shall not use the facility for any purpose prohibited by law.

Lessee shall prevent upon the facility anything which in the opinion of the Lessor, may be or become a nuisance or otherwise objectionable condition, including but not limited to noise, vibration, shock, smoke, combustion, dust, odor, obstruction to aerial approaches, or obstruction or hazard to ground traffic. Lessor shall be the sole judge in this matter and Lessee agrees to abide by Lessor's decision and to act in accordance with Lessor's directions.

No hoisting mechanisms may be attached to the structure of the facility without the written permission of the Airport Director. This will include chain fall, block and tackle, or any other hoisting devices passed over struts or braces of the facility's structure.

Lessee shall not use hoisting mechanisms which require the use of struts or braces of the facility structure for support nor shall Lessee store any item by hanging then from any facility structural member.

Storage and use of tools and equipment inside the leased facility is limited to hand tools and lightweight portable equipment, such as an air compressor, preheater, or battery charger.

Lessee shall not use the facility for equipment repairs or maintenance. Aircraft maintenance in the facility shall be limited to Preventative Maintenance as defined in Appendix A, 2c. of FAR Part 43, 1994 edition. The facility, particularly the floor, shall be protected during maintenance from spills and leakage.

Painting of, or paint removal from, aircraft or other items inside the facility or surrounding area is prohibited.

Lessee shall not operate nor permit the operation of any commercial activity of any nature, nor provide any commercial service or product sales whatsoever in or about the facility.

Lessee shall not use hoisting mechanisms which require the use of struts or braces of the facility structure for support nor shall Lessee store any item by hanging then from any facility structural member.

The Lessee shall provide a metal drip pan to be placed under any portion of the aircraft that may leak fuel or lubricants. The Lessee agrees to assume liability for the cost and repair of the floor caused by leakage of fuel, oil or lubricants.

Lessee shall keep the facility clean and free of trash refuse and debris at all times and shall be responsible for the removal of snow, sand and dirt in the door tracks at all times.

Lessee shall not remove or otherwise modify the facility door assemblies. Nor shall the Lessee use any self-propelled equipment such as, but not limited to, tractors, trucks or automobiles to open or close the leases facility doors.

Doors of the facility shall be closed by Lessee when the leased facility is unattended.

Lessee shall not install electrical outlets or modify existing electrical wiring in any manner without the written approval of the Lessor. In addition, the existing electrical service to the facility, if any, is intended for lighting purposes and equipment drawing no more than 20 amps, such as an air compressor, battery charger or preheater. Use of the existing electrical system for other purposes, without the written permission of the Lessor, is strictly prohibited. Any repairs to the electrical system and/or electrician's service call (for resetting of the master circuit breaker, for instance) attributed to the breach of this provision will be charged to the Lessee.

The facility shall not be used for housing or storage of any other vehicles than aircraft described herein.

NOTICES

All notices, requests, or other formal communications to the Lessor shall be given by certified mail, postage prepaid, to:

Sierra Blanca Regional Airport
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

or hand delivered to:

Sierra Blanca Regional Airport
1000 State Highway 220
Alto, New Mexico 88312

All notices, requests, or other formal communications to the Lessee shall be given by certified mail, postage prepaid, as follows:

For and behalf of the Lessee, _____

Date: _____

For and behalf of the Lessor, _____

Date: _____

Airport Manager
Sierra Blanca Regional Airport

VILLAGE OF RUIDOSO

LYNN D. CRAWFORD
MAYOR

X _____

JINI TURRI
VILLAGE CLERK

X _____

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 4.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: March 4, 2025

Re: Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Jay Patterson, for Bravo T-Hangar B-9 beginning March 14th, 2025.

Item Summary:

Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Jay Patterson, for Bravo T-Hangar B-9 beginning March 14th, 2025.

Financial Impact:

This Lease will bring in Revenue to Sierra Blanca Regional Airport and The Village of Ruidoso.

Item Discussion:

Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Jay Patterson, for Bravo T-Hangar B-9 beginning March 14th, 2025.

Recommendations:

To Discuss T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Jay Patterson, for Bravo T-Hangar B-9 beginning March 14th, 2025.

ATTACHMENTS:

Description

J. Patterson

Amended
T-HANGAR LEASE AGREEMENT
Month-to-Month

PARTIES

This LEASE AGREEMENT is entered into this _____ day of
February _____, 2025 by and between the Village of Ruidoso (hereinafter
referred to as "Lessor" and JAY PATTERSON ___
(hereinafter referred to as the "Lessee.")

LEASE FACILITY

The Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from
Lessor, as herein provided, a T-Hangar located at Sierra Blanca Regional Airport, County of
Lincoln, New Mexico, known as T-Hangar B-9 hereinafter referred to as the
facility, for the aircraft(s) registered as:

N# 127DF _____.

TERM

**The term of this lease shall be a month-to-month lease commencing on the first day
of each month. Termination notice by the Lessee shall be to the Lessor , no less than 30
days prior to the date of termination.**

LEASE PAYMENTS

Lessee hereby agrees to pay to Lessor a monthly lease payment for the facility in the
amount of \$ 250 _____, in advance, postmarked on or before the twenty fifth (25th) day of
each month during the lease period.

The monthly lease payment for any portion of a month on which the lease period
commences shall be pro-rated on a daily basis. There shall be no pro-ration for any month in which the
lease terminates.

The Lessor may adjust the lease payment at any time. Such increase or decrease in the lease
payment shall become effective on the first day of the month following thirty (30) days of the postmarked
notice of such an adjustment unless otherwise specified.

CONDITION OF PREMISE

Lessee has inspected the facility and all improvements located thereon and Lessee accepts the
facility in its present conditions. Lessee agrees that at the expiration of the term hereof, Lessee
agrees to yield up and deliver the facility to Lessor in as good repair and condition as when entered upon,
loss resulting from ordinary use and wear accepted.

MAINTENANCE

Lessor accepts responsibility, at Lessor's own expense, for the maintenance and upkeep of the
facility, and improvements located thereon. The Lessee will keep facility in a clean and orderly
condition. Lessor shall be the sole judge of the quality of maintenance; and, upon written notice by the

Lessee to the Lessor, Lessor shall be required to perform whatever maintenance is deemed necessary. Lessor shall only store aircraft and materials necessary for the operation and maintenance of aircraft in the facility. Storage of personal property not related to aircraft or the operation and maintenance of aircraft is prohibited.

INSPECTION OF FACILITY

Upon giving reasonable notice in writing to Lessee, Lessor or the FAA, or agent of either, under the supervision of the Airport Director, may enter the facility and have free access for the purpose of inspecting the condition thereof or exercising any right or power reserved to the LESSOR or the FAA under the terms and provisions herein. Keys to all T-Hangers will be provided by the Lessee and kept in a secured location in the terminal, accessible only to the airport personnel.

ASSIGNMENT AND SUBLET

LESSEE shall not assign this lease nor sublet the facility or any portion thereof without written consent of the LESSOR. In the event of such written consent, the LESSEE shall not thereby be relieved of or from its obligation under this agreement.

AIRPORT RULES, REGULATIONS, COMPLIANCE

Lessee is subject to all rules, regulations now or hereafter to be imposed by Lessor relating to management, operation, and use of Sierra Blanca Regional Airport. Lessee shall at all times comply with airport rules and regulations; federal, state and municipal ordinances, codes or laws; and other regulatory measures now enacted or as are hereafter modified or amended. Lessee understands that this lease is for Aviation use only and any other use of this t-hangar will result in loss of lease. Lessor empowers it's authorized agent to apply and enforce compliance of Lessee with the above rules, regulations, state and federal laws and municipal codes, and other regulatory measures. Failure of Lessee to comply with same may be deemed a breach of this agreement by Lessor.

TAXES, LICENSES, UTILITIES

During the term of this Agreement or any extension hereof, Lessee shall pay all taxes, licenses, charges, fees, or assessments levied or to be levied upon the personal property, fixtures, or equipment of Lessee placed in or about the facility accrued or accruing, of whatsoever kind or nature, incident to or arising out of the use of the leased premises. Lessee shall procure and maintain all licenses, certificates, permits, and other similar authorizations required for the use of the leased premises. Lessee shall be liable for any and all utilities procured by the Lessee.

ALTERATIONS, ADDITIONS, IMPROVEMENTS

Lessee shall not make, suffer or permit to be made any alterations, additions or improvements whatsoever in or about the facility without first obtaining the written consent of Lessor.

If Lessor gives such consent, all repairs, alterations, additions, or improvements shall be done solely at Lessee's expense and in accordance and compliance with all applicable municipal, state, federal ordinances, laws, rules, and regulations and Lessee may be required to return the t-hangar back to its original configuration.

Lessee shall not allow liens of any kind or whatsoever to be created against or imposed upon the facility or any part thereof. Lessee shall indemnify and hold Lessor harmless from any and all liability and claims for damages of every kind and nature which might be made or judgments rendered against Lessor or against the facility on account of or arising out of such alterations, additions, or improvements. Lessee shall, if required by Lessor, provide a bond to cover all work, including materials and labor, arising out of such alterations, additions, or improvements.

Any and all alterations, additions, and improvements, except unattached shelving and moveable furniture, made in accordance with the provisions contained herein, whether or not attached to the walls, floors, or facility, shall immediately merge and become a permanent part of the facility; and any and all interest of Lessee therein shall immediately be vested to Lessor; and all such alterations, alterations, and improvements shall remain on the facility and shall not be removed by Lessee at the termination of this agreement. Any unattached shelving and moveable furniture must be removed by Lessee at Lessee's sole expense on or before the termination of this agreement, or becomes the property of the Lessor.

INDEMNIFICATION and INSURANCE

Lessor shall not be liable for damage to persons or property arising from any cause whatsoever which shall occur in any manner in or about the facility, and Lessee shall indemnify and hold harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever which shall occur in any manner in or about the facility, including but not limited to, damage caused by leakage or bursting of heating pipes, drains, tanks, water from any source whatsoever. Lessee hereby indemnifies and holds harmless Lessor from any negligence on the part of the Lessee, its agents, representatives, or employees and shall give to Lessor prompt written notice of any claim, damage, loss, or action in respect thereto. Lessee shall maintain insurance requirements as set forth in the Minimum Standards for Fixed Based Operators and Airport Tenants at Sierra Blanca Regional Airport.

CALAMITY AND CONDEMNATION

If, at any time during the term of this agreement, the said facility shall be totally or partially destroyed by fire, earthquake, flood or other calamity, the facility or any portion thereof shall be condemned for public or quasi-public purposes, or shall be taken by any governmental authority in any manner whatsoever during the term thereof, the parties hereto agree as follows:

In the event the facility shall be totally destroyed, condemned or taken, or destroyed, condemned or taken to such an extent that it is wholly impractical for Lessee to use the facility; this agreement shall terminate as of the effective date of such condemnation or taking.

In the event a portion of the facility shall be condemned or taken, but such condemnation or taking does not render the use of the facility wholly impracticable, Lessee's obligation under this agreement shall continue in full force and effect; but the amount of the lease payment shall be reduced proportionately. In such event, Lessee shall bear any necessary costs of relocating its equipment and placing the remaining facility in proper and usable condition.

In any event, as aforesaid in this section, Lessee shall have no right or cause of action against Lessor. Lessee reserves the right to proceed independently of Lessor with any claims for compensation for damages to which Lessee may become entitled by reason of such total or partial condemnation or taking.

DEFAULT

If Lessee fails to make payment in the time and manner provided herein or if Lessee defaults in any of the covenants or promises to be performed by Lessee, then at its option, Lessor may use any remedy or remedies provided by law or equity including, but not limited to, the following:

Lessor may declare this agreement terminated and enter upon the facility, either with or without process of law, and repossess the facility.

Lessor may re-enter the facility and may rent same in behalf of Lessee upon such terms as are suitable to Lessor, all without releasing Lessee from any liability hereunder. In such event, any monies collected by such leasing shall be applied first to the expense of restoring and placing the facility in a

rentable condition and next to the payment of the rent or any sum due the Lessor hereunder; and the Lessee shall remain liable for any deficiency.

Without waiving any lien given to Lessor by statute, Lessee hereby grants the Lessor a good, valid, and first lien upon any and all of the equipment, chattels, and other property now or hereafter belonging to said Lessee and located on the facility as security for payment of the rent and the fulfillment of the performance of the promises of the Lessee herein.

Lessee shall pay Lessor all reasonable attorney's fees, court costs, and expenses that may arise from enforcing any of the terms of this agreement.

BANKRUPTCY

If Lessee should be adjudged bankrupt, either voluntarily or involuntarily, Lessor shall have the option to forthwith terminate this agreement and re-enter the facility and take possession thereof; and in no event shall this agreement or the facility be deemed to be an asset of the Lessee after adjudication or a judgment in bankruptcy, the appointment of a receiver, or an assignment for the benefits of creditors.

USE OF FACILITY

Lessee shall use the facility for storage of aircraft and limited equipment as described below. Lessee shall not use the facility for any purpose prohibited by law.

Lessee shall prevent upon the facility anything which in the opinion of the Lessor, may be or become a nuisance or otherwise objectionable condition, including but not limited to noise, vibration, shock, smoke, combustion, dust, odor, obstruction to aerial approaches, or obstruction or hazard to ground traffic. Lessor shall be the sole judge in this matter and Lessee agrees to abide by Lessor's decision and to act in accordance with Lessor's directions.

No hoisting mechanisms may be attached to the structure of the facility without the written permission of the Airport Director. This will include chain fall, block and tackle, or any other hoisting devices passed over struts or braces of the facility's structure.

Lessee shall not use hoisting mechanisms which require the use of struts or braces of the facility structure for support nor shall Lessee store any item by hanging then from any facility structural member.

Storage and use of tools and equipment inside the leased facility is limited to hand tools and lightweight portable equipment, such as an air compressor, preheater, or battery charger.

Lessee shall not use the facility for equipment repairs or maintenance. Aircraft maintenance in the facility shall be limited to Preventative Maintenance as defined in Appendix A, 2c. of FAR Part 43, 1994 edition. The facility, particularly the floor, shall be protected during maintenance from spills and leakage.

Painting of, or paint removal from, aircraft or other items inside the facility or surrounding area is prohibited.

Lessee shall not operate nor permit the operation of any commercial activity of any nature, nor provide any commercial service or product sales whatsoever in or about the facility.

Lessee shall not use hoisting mechanisms which require the use of struts or braces of the facility structure for support nor shall Lessee store any item by hanging then from any facility structural member.

The Lessee shall provide a metal drip pan to be placed under any portion of the aircraft that may leak fuel or lubricants. The Lessee agrees to assume liability for the cost and repair of the floor caused by leakage of fuel, oil or lubricants.

Lessee shall keep the facility clean and free of trash refuse and debris at all times and shall be responsible for the removal of snow, sand and dirt in the door tracks at all times.

Lessee shall not remove or otherwise modify the facility door assemblies. Nor shall the Lessee use any self-propelled equipment such as, but not limited to, tractors, trucks or automobiles to open or close the leases facility doors.

Doors of the facility shall be closed by Lessee when the leased facility is unattended.

Lessee shall not install electrical outlets or modify existing electrical wiring in any manner without the written approval of the Lessor. In addition, the existing electrical service to the facility, if any, is intended for lighting purposes and equipment drawing no more than 20 amps, such as an air compressor, battery charger or preheater. Use of the existing electrical system for other purposes, without the written permission of the Lessor, is strictly prohibited. Any repairs to the electrical system and/or electrician's service call (for resetting of the master circuit breaker, for instance) attributed to the breach of this provision will be charged to the Lessee.

The facility shall not be used for housing or storage of any other vehicles than aircraft described herein.

NOTICES

All notices, requests, or other formal communications to the Lessor shall be given by certified mail, postage prepaid, to:

Sierra Blanca Regional Airport
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

or hand delivered to:

Sierra Blanca Regional Airport
1000 State Highway 220
Alto, New Mexico 88312

All notices, requests, or other formal communications to the Lessee shall be given by certified mail, postage prepaid, as follows:

For and behalf of the Lessee, _____

Date: _____

For and behalf of the Lessor, _____

Date: _____

Airport Manager
Sierra Blanca Regional Airport

VILLAGE OF RUIDOSO

LYNN D. CRAWFORD
MAYOR

X _____

JINI TURRI
VILLAGE CLERK

X _____

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 5.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: March 4, 2025

Re: Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Jason Heller, for Bravo T-Hangar B-6 beginning March 14th,2025.

Item Summary:

Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Jason Heller, for Bravo T-Hangar B-6 beginning March 14th,2025.

Financial Impact:

This Lease will bring in Revenue to Sierra Blanca Regional Airport and The Village of Ruidoso.

Item Discussion:

Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Jason Heller, for Bravo T-Hangar B-6 beginning March 14th,2025.

Recommendations:

To Discuss T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Jason Heller, for Bravo T-Hangar B-6 beginning March 14th,2025.

ATTACHMENTS:

Description

J. Heller

Amended
T-HANGAR LEASE AGREEMENT
Month-to-Month

PARTIES

This LEASE AGREEMENT is entered into this _____ day of
February _____, 2025 by and between the Village of Ruidoso (hereinafter
referred to as "Lessor" and JASON HELLER _____
(hereinafter referred to as the "Lessee.")

LEASE FACILITY

The Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from
Lessor, as herein provided, a T-Hangar located at Sierra Blanca Regional Airport, County of
Lincoln, New Mexico, known as T-Hangar B-6 hereinafter referred to as the
facility, for the aircraft(s) registered as:

N# 58TJ _____.

TERM

**The term of this lease shall be a month-to-month lease commencing on the first day
of each month. Termination notice by the Lessee shall be to the Lessor , no less than 30
days prior to the date of termination.**

LEASE PAYMENTS

Lessee hereby agrees to pay to Lessor a monthly lease payment for the facility in the
amount of \$ 250 _____, in advance, postmarked on or before the twenty fifth (25th) day of
each month during the lease period.

The monthly lease payment for any portion of a month on which the lease period
commences shall be pro-rated on a daily basis. There shall be no pro-ration for any month in which the
lease terminates.

The Lessor may adjust the lease payment at any time. Such increase or decrease in the lease
payment shall become effective on the first day of the month following thirty (30) days of the postmarked
notice of such an adjustment unless otherwise specified.

CONDITION OF PREMISE

Lessee has inspected the facility and all improvements located thereon and Lessee accepts the
facility in its present conditions. Lessee agrees that at the expiration of the term hereof, Lessee
agrees to yield up and deliver the facility to Lessor in as good repair and condition as when entered upon,
loss resulting from ordinary use and wear accepted.

MAINTENANCE

Lessor accepts responsibility, at Lessor's own expense, for the maintenance and upkeep of the
facility, and improvements located thereon. The Lessee will keep facility in a clean and orderly
condition. Lessor shall be the sole judge of the quality of maintenance; and, upon written notice by the

Lessee to the Lessor, Lessor shall be required to perform whatever maintenance is deemed necessary. Lessor shall only store aircraft and materials necessary for the operation and maintenance of aircraft in the facility. Storage of personal property not related to aircraft or the operation and maintenance of aircraft is prohibited.

INSPECTION OF FACILITY

Upon giving reasonable notice in writing to Lessee, Lessor or the FAA, or agent of either, under the supervision of the Airport Director, may enter the facility and have free access for the purpose of inspecting the condition thereof or exercising any right or power reserved to the LESSOR or the FAA under the terms and provisions herein. Keys to all T-Hangers will be provided by the Lessee and kept in a secured location in the terminal, accessible only to the airport personnel.

ASSIGNMENT AND SUBLET

LESSEE shall not assign this lease nor sublet the facility or any portion thereof without written consent of the LESSOR. In the event of such written consent, the LESSEE shall not thereby be relieved of or from its obligation under this agreement.

AIRPORT RULES, REGULATIONS, COMPLIANCE

Lessee is subject to all rules, regulations now or hereafter to be imposed by Lessor relating to management, operation, and use of Sierra Blanca Regional Airport. Lessee shall at all times comply with airport rules and regulations; federal, state and municipal ordinances, codes or laws; and other regulatory measures now enacted or as are hereafter modified or amended. Lessee understands that this lease is for Aviation use only and any other use of this t-hangar will result in loss of lease. Lessor empowers it's authorized agent to apply and enforce compliance of Lessee with the above rules, regulations, state and federal laws and municipal codes, and other regulatory measures. Failure of Lessee to comply with same may be deemed a breach of this agreement by Lessor.

TAXES, LICENSES, UTILITIES

During the term of this Agreement or any extension hereof, Lessee shall pay all taxes, licenses, charges, fees, or assessments levied or to be levied upon the personal property, fixtures, or equipment of Lessee placed in or about the facility accrued or accruing, of whatsoever kind or nature, incident to or arising out of the use of the leased premises. Lessee shall procure and maintain all licenses, certificates, permits, and other similar authorizations required for the use of the leased premises. Lessee shall be liable for any and all utilities procured by the Lessee.

ALTERATIONS, ADDITIONS, IMPROVEMENTS

Lessee shall not make, suffer or permit to be made any alterations, additions or improvements whatsoever in or about the facility without first obtaining the written consent of Lessor.

If Lessor gives such consent, all repairs, alterations, additions, or improvements shall be done solely at Lessee's expense and in accordance and compliance with all applicable municipal, state, federal ordinances, laws, rules, and regulations and Lessee may be required to return the t-hangar back to its original configuration.

Lessee shall not allow liens of any kind or whatsoever to be created against or imposed upon the facility or any part thereof. Lessee shall indemnify and hold Lessor harmless from any and all liability and claims for damages of every kind and nature which might be made or judgments rendered against Lessor or against the facility on account of or arising out of such alterations, additions, or improvements. Lessee shall, if required by Lessor, provide a bond to cover all work, including materials and labor, arising out of such alterations, additions, or improvements.

Any and all alterations, additions, and improvements, except unattached shelving and moveable furniture, made in accordance with the provisions contained herein, whether or not attached to the walls, floors, or facility, shall immediately merge and become a permanent part of the facility; and any and all interest of Lessee therein shall immediately be vested to Lessor; and all such alterations, alterations, and improvements shall remain on the facility and shall not be removed by Lessee at the termination of this agreement. Any unattached shelving and moveable furniture must be removed by Lessee at Lessee's sole expense on or before the termination of this agreement, or becomes the property of the Lessor.

INDEMNIFICATION and INSURANCE

Lessor shall not be liable for damage to persons or property arising from any cause whatsoever which shall occur in any manner in or about the facility, and Lessee shall indemnify and hold harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever which shall occur in any manner in or about the facility, including but not limited to, damage caused by leakage or bursting of heating pipes, drains, tanks, water from any source whatsoever. Lessee hereby indemnifies and holds harmless Lessor from any negligence on the part of the Lessee, its agents, representatives, or employees and shall give to Lessor prompt written notice of any claim, damage, loss, or action in respect thereto. Lessee shall maintain insurance requirements as set forth in the Minimum Standards for Fixed Based Operators and Airport Tenants at Sierra Blanca Regional Airport.

CALAMITY AND CONDEMNATION

If, at any time during the term of this agreement, the said facility shall be totally or partially destroyed by fire, earthquake, flood or other calamity, the facility or any portion thereof shall be condemned for public or quasi-public purposes, or shall be taken by any governmental authority in any manner whatsoever during the term thereof, the parties hereto agree as follows:

In the event the facility shall be totally destroyed, condemned or taken, or destroyed, condemned or taken to such an extent that it is wholly impractical for Lessee to use the facility; this agreement shall terminate as of the effective date of such condemnation or taking.

In the event a portion of the facility shall be condemned or taken, but such condemnation or taking does not render the use of the facility wholly impracticable, Lessee's obligation under this agreement shall continue in full force and effect; but the amount of the lease payment shall be reduced proportionately. In such event, Lessee shall bear any necessary costs of relocating its equipment and placing the remaining facility in proper and usable condition.

In any event, as aforesaid in this section, Lessee shall have no right or cause of action against Lessor. Lessee reserves the right to proceed independently of Lessor with any claims for compensation for damages to which Lessee may become entitled by reason of such total or partial condemnation or taking.

DEFAULT

If Lessee fails to make payment in the time and manner provided herein or if Lessee defaults in any of the covenants or promises to be performed by Lessee, then at its option, Lessor may use any remedy or remedies provided by law or equity including, but not limited to, the following:

Lessor may declare this agreement terminated and enter upon the facility, either with or without process of law, and repossess the facility.

Lessor may re-enter the facility and may rent same in behalf of Lessee upon such terms as are suitable to Lessor, all without releasing Lessee from any liability hereunder. In such event, any monies collected by such leasing shall be applied first to the expense of restoring and placing the facility in a

rentable condition and next to the payment of the rent or any sum due the Lessor hereunder; and the Lessee shall remain liable for any deficiency.

Without waiving any lien given to Lessor by statute, Lessee hereby grants the Lessor a good, valid, and first lien upon any and all of the equipment, chattels, and other property now or hereafter belonging to said Lessee and located on the facility as security for payment of the rent and the fulfillment of the performance of the promises of the Lessee herein.

Lessee shall pay Lessor all reasonable attorney's fees, court costs, and expenses that may arise from enforcing any of the terms of this agreement.

BANKRUPTCY

If Lessee should be adjudged bankrupt, either voluntarily or involuntarily, Lessor shall have the option to forthwith terminate this agreement and re-enter the facility and take possession thereof; and in no event shall this agreement or the facility be deemed to be an asset of the Lessee after adjudication or a judgment in bankruptcy, the appointment of a receiver, or an assignment for the benefits of creditors.

USE OF FACILITY

Lessee shall use the facility for storage of aircraft and limited equipment as described below. Lessee shall not use the facility for any purpose prohibited by law.

Lessee shall prevent upon the facility anything which in the opinion of the Lessor, may be or become a nuisance or otherwise objectionable condition, including but not limited to noise, vibration, shock, smoke, combustion, dust, odor, obstruction to aerial approaches, or obstruction or hazard to ground traffic. Lessor shall be the sole judge in this matter and Lessee agrees to abide by Lessor's decision and to act in accordance with Lessor's directions.

No hoisting mechanisms may be attached to the structure of the facility without the written permission of the Airport Director. This will include chain fall, block and tackle, or any other hoisting devices passed over struts or braces of the facility's structure.

Lessee shall not use hoisting mechanisms which require the use of struts or braces of the facility structure for support nor shall Lessee store any item by hanging then from any facility structural member.

Storage and use of tools and equipment inside the leased facility is limited to hand tools and lightweight portable equipment, such as an air compressor, preheater, or battery charger.

Lessee shall not use the facility for equipment repairs or maintenance. Aircraft maintenance in the facility shall be limited to Preventative Maintenance as defined in Appendix A, 2c. of FAR Part 43, 1994 edition. The facility, particularly the floor, shall be protected during maintenance from spills and leakage.

Painting of, or paint removal from, aircraft or other items inside the facility or surrounding area is prohibited.

Lessee shall not operate nor permit the operation of any commercial activity of any nature, nor provide any commercial service or product sales whatsoever in or about the facility.

Lessee shall not use hoisting mechanisms which require the use of struts or braces of the facility structure for support nor shall Lessee store any item by hanging then from any facility structural member.

The Lessee shall provide a metal drip pan to be placed under any portion of the aircraft that may leak fuel or lubricants. The Lessee agrees to assume liability for the cost and repair of the floor caused by leakage of fuel, oil or lubricants.

Lessee shall keep the facility clean and free of trash refuse and debris at all times and shall be responsible for the removal of snow, sand and dirt in the door tracks at all times.

Lessee shall not remove or otherwise modify the facility door assemblies. Nor shall the Lessee use any self-propelled equipment such as, but not limited to, tractors, trucks or automobiles to open or close the leased facility doors.

Doors of the facility shall be closed by Lessee when the leased facility is unattended.

Lessee shall not install electrical outlets or modify existing electrical wiring in any manner without the written approval of the Lessor. In addition, the existing electrical service to the facility, if any, is intended for lighting purposes and equipment drawing no more than 20 amps, such as an air compressor, battery charger or preheater. Use of the existing electrical system for other purposes, without the written permission of the Lessor, is strictly prohibited. Any repairs to the electrical system and/or electrician's service call (for resetting of the master circuit breaker, for instance) attributed to the breach of this provision will be charged to the Lessee.

The facility shall not be used for housing or storage of any other vehicles than aircraft described herein.

NOTICES

All notices, requests, or other formal communications to the Lessor shall be given by certified mail, postage prepaid, to:

Sierra Blanca Regional Airport
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

or hand delivered to:

Sierra Blanca Regional Airport
1000 State Highway 220
Alto, New Mexico 88312

All notices, requests, or other formal communications to the Lessee shall be given by certified mail, postage prepaid, as follows:

For and behalf of the Lessee, _____

Date: _____

For and behalf of the Lessor, _____

Date: _____

Airport Manager
Sierra Blanca Regional Airport

VILLAGE OF RUIDOSO

LYNN D. CRAWFORD
MAYOR

X _____

JINI TURRI
VILLAGE CLERK

X _____

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 6.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: March 4, 2025

Re: Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Brad Wrzesinski, for Bravo T-Hangar B-4 beginning March 14th,2025.

Item Summary:

Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Brad Wrzesinski, for Bravo T-Hangar B-4 beginning March 14th,2025.

Financial Impact:

This Lease will bring in Revenue to Sierra Blanca Regional Airport and The Village of Ruidoso.

Item Discussion:

Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Brad Wrzesinski, for Bravo T-Hangar B-4 beginning March 14th,2025.

Recommendations:

To Discuss T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Brad Wrzesinski, for Bravo T-Hangar B-4 beginning March 14th,2025.

ATTACHMENTS:

Description

B. WRZESINSKI

Amended
T-HANGAR LEASE AGREEMENT
Month-to-Month

PARTIES

This LEASE AGREEMENT is entered into this _____ day of February _____, 2025 by and between the Village of Ruidoso (hereinafter referred to as "Lessor" and BRAD WRZESINSKI _____ (hereinafter referred to as the "Lessee."))

LEASE FACILITY

The Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, as herein provided, a T-Hangar located at Sierra Blanca Regional Airport, County of Lincoln, New Mexico, known as T-Hangar B-4 hereinafter referred to as the facility, for the aircraft(s) registered as:

N# 15264 _____.

TERM

The term of this lease shall be a month-to-month lease commencing on the first day of each month. Termination notice by the Lessee shall be to the Lessor , no less than 30 days prior to the date of termination.

LEASE PAYMENTS

Lessee hereby agrees to pay to Lessor a monthly lease payment for the facility in the amount of \$ 250 _____, in advance, postmarked on or before the twenty fifth (25th) day of each month during the lease period.

The monthly lease payment for any portion of a month on which the lease period commences shall be pro-rated on a daily basis. There shall be no pro-ration for any month in which the lease terminates.

The Lessor may adjust the lease payment at any time. Such increase or decrease in the lease payment shall become effective on the first day of the month following thirty (30) days of the postmarked notice of such an adjustment unless otherwise specified.

CONDITION OF PREMISE

Lessee has inspected the facility and all improvements located thereon and Lessee accepts the facility in its present conditions. Lessee agrees that at the expiration of the term hereof, Lessee agrees to yield up and deliver the facility to Lessor in as good repair and condition as when entered upon, loss resulting from ordinary use and wear accepted.

MAINTENANCE

Lessor accepts responsibility, at Lessor's own expense, for the maintenance and upkeep of the facility, and improvements located thereon. The Lessee will keep facility in a clean and orderly condition. Lessor shall be the sole judge of the quality of maintenance; and, upon written notice by the

Lessee to the Lessor, Lessor shall be required to perform whatever maintenance is deemed necessary. Lessor shall only store aircraft and materials necessary for the operation and maintenance of aircraft in the facility. Storage of personal property not related to aircraft or the operation and maintenance of aircraft is prohibited.

INSPECTION OF FACILITY

Upon giving reasonable notice in writing to Lessee, Lessor or the FAA, or agent of either, under the supervision of the Airport Director, may enter the facility and have free access for the purpose of inspecting the condition thereof or exercising any right or power reserved to the LESSOR or the FAA under the terms and provisions herein. Keys to all T-Hangers will be provided by the Lessee and kept in a secured location in the terminal, accessible only to the airport personnel.

ASSIGNMENT AND SUBLET

LESSEE shall not assign this lease nor sublet the facility or any portion thereof without written consent of the LESSOR. In the event of such written consent, the LESSEE shall not thereby be relieved of or from its obligation under this agreement.

AIRPORT RULES, REGULATIONS, COMPLIANCE

Lessee is subject to all rules, regulations now or hereafter to be imposed by Lessor relating to management, operation, and use of Sierra Blanca Regional Airport. Lessee shall at all times comply with airport rules and regulations; federal, state and municipal ordinances, codes or laws; and other regulatory measures now enacted or as are hereafter modified or amended. Lessee understands that this lease is for Aviation use only and any other use of this t-hangar will result in loss of lease. Lessor empowers it's authorized agent to apply and enforce compliance of Lessee with the above rules, regulations, state and federal laws and municipal codes, and other regulatory measures. Failure of Lessee to comply with same may be deemed a breach of this agreement by Lessor.

TAXES, LICENSES, UTILITIES

During the term of this Agreement or any extension hereof, Lessee shall pay all taxes, licenses, charges, fees, or assessments levied or to be levied upon the personal property, fixtures, or equipment of Lessee placed in or about the facility accrued or accruing, of whatsoever kind or nature, incident to or arising out of the use of the leased premises. Lessee shall procure and maintain all licenses, certificates, permits, and other similar authorizations required for the use of the leased premises. Lessee shall be liable for any and all utilities procured by the Lessee.

ALTERATIONS, ADDITIONS, IMPROVEMENTS

Lessee shall not make, suffer or permit to be made any alterations, additions or improvements whatsoever in or about the facility without first obtaining the written consent of Lessor.

If Lessor gives such consent, all repairs, alterations, additions, or improvements shall be done solely at Lessee's expense and in accordance and compliance with all applicable municipal, state, federal ordinances, laws, rules, and regulations and Lessee may be required to return the t-hangar back to its original configuration.

Lessee shall not allow liens of any kind or whatsoever to be created against or imposed upon the facility or any part thereof. Lessee shall indemnify and hold Lessor harmless from any and all liability and claims for damages of every kind and nature which might be made or judgments rendered against Lessor or against the facility on account of or arising out of such alterations, additions, or improvements. Lessee shall, if required by Lessor, provide a bond to cover all work, including materials and labor, arising out of such alterations, additions, or improvements.

Any and all alterations, additions, and improvements, except unattached shelving and moveable furniture, made in accordance with the provisions contained herein, whether or not attached to the walls, floors, or facility, shall immediately merge and become a permanent part of the facility; and any and all interest of Lessee therein shall immediately be vested to Lessor; and all such alterations, alterations, and improvements shall remain on the facility and shall not be removed by Lessee at the termination of this agreement. Any unattached shelving and moveable furniture must be removed by Lessee at Lessee's sole expense on or before the termination of this agreement, or becomes the property of the Lessor.

INDEMNIFICATION and INSURANCE

Lessor shall not be liable for damage to persons or property arising from any cause whatsoever which shall occur in any manner in or about the facility, and Lessee shall indemnify and hold harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever which shall occur in any manner in or about the facility, including but not limited to, damage caused by leakage or bursting of heating pipes, drains, tanks, water from any source whatsoever. Lessee hereby indemnifies and holds harmless Lessor from any negligence on the part of the Lessee, its agents, representatives, or employees and shall give to Lessor prompt written notice of any claim, damage, loss, or action in respect thereto. Lessee shall maintain insurance requirements as set forth in the Minimum Standards for Fixed Based Operators and Airport Tenants at Sierra Blanca Regional Airport.

CALAMITY AND CONDEMNATION

If, at any time during the term of this agreement, the said facility shall be totally or partially destroyed by fire, earthquake, flood or other calamity, the facility or any portion thereof shall be condemned for public or quasi-public purposes, or shall be taken by any governmental authority in any manner whatsoever during the term thereof, the parties hereto agree as follows:

In the event the facility shall be totally destroyed, condemned or taken, or destroyed, condemned or taken to such an extent that it is wholly impractical for Lessee to use the facility; this agreement shall terminate as of the effective date of such condemnation or taking.

In the event a portion of the facility shall be condemned or taken, but such condemnation or taking does not render the use of the facility wholly impracticable, Lessee's obligation under this agreement shall continue in full force and effect; but the amount of the lease payment shall be reduced proportionately. In such event, Lessee shall bear any necessary costs of relocating its equipment and placing the remaining facility in proper and usable condition.

In any event, as aforesaid in this section, Lessee shall have no right or cause of action against Lessor. Lessee reserves the right to proceed independently of Lessor with any claims for compensation for damages to which Lessee may become entitled by reason of such total or partial condemnation or taking.

DEFAULT

If Lessee fails to make payment in the time and manner provided herein or if Lessee defaults in any of the covenants or promises to be performed by Lessee, then at its option, Lessor may use any remedy or remedies provided by law or equity including, but not limited to, the following:

Lessor may declare this agreement terminated and enter upon the facility, either with or without process of law, and repossess the facility.

Lessor may re-enter the facility and may rent same in behalf of Lessee upon such terms as are suitable to Lessor, all without releasing Lessee from any liability hereunder. In such event, any monies collected by such leasing shall be applied first to the expense of restoring and placing the facility in a

rentable condition and next to the payment of the rent or any sum due the Lessor hereunder; and the Lessee shall remain liable for any deficiency.

Without waiving any lien given to Lessor by statute, Lessee hereby grants the Lessor a good, valid, and first lien upon any and all of the equipment, chattels, and other property now or hereafter belonging to said Lessee and located on the facility as security for payment of the rent and the fulfillment of the performance of the promises of the Lessee herein.

Lessee shall pay Lessor all reasonable attorney's fees, court costs, and expenses that may arise from enforcing any of the terms of this agreement.

BANKRUPTCY

If Lessee should be adjudged bankrupt, either voluntarily or involuntarily, Lessor shall have the option to forthwith terminate this agreement and re-enter the facility and take possession thereof; and in no event shall this agreement or the facility be deemed to be an asset of the Lessee after adjudication or a judgment in bankruptcy, the appointment of a receiver, or an assignment for the benefits of creditors.

USE OF FACILITY

Lessee shall use the facility for storage of aircraft and limited equipment as described below. Lessee shall not use the facility for any purpose prohibited by law.

Lessee shall prevent upon the facility anything which in the opinion of the Lessor, may be or become a nuisance or otherwise objectionable condition, including but not limited to noise, vibration, shock, smoke, combustion, dust, odor, obstruction to aerial approaches, or obstruction or hazard to ground traffic. Lessor shall be the sole judge in this matter and Lessee agrees to abide by Lessor's decision and to act in accordance with Lessor's directions.

No hoisting mechanisms may be attached to the structure of the facility without the written permission of the Airport Director. This will include chain fall, block and tackle, or any other hoisting devices passed over struts or braces of the facility's structure.

Lessee shall not use hoisting mechanisms which require the use of struts or braces of the facility structure for support nor shall Lessee store any item by hanging then from any facility structural member.

Storage and use of tools and equipment inside the leased facility is limited to hand tools and lightweight portable equipment, such as an air compressor, preheater, or battery charger.

Lessee shall not use the facility for equipment repairs or maintenance. Aircraft maintenance in the facility shall be limited to Preventative Maintenance as defined in Appendix A, 2c. of FAR Part 43, 1994 edition. The facility, particularly the floor, shall be protected during maintenance from spills and leakage.

Painting of, or paint removal from, aircraft or other items inside the facility or surrounding area is prohibited.

Lessee shall not operate nor permit the operation of any commercial activity of any nature, nor provide any commercial service or product sales whatsoever in or about the facility.

Lessee shall not use hoisting mechanisms which require the use of struts or braces of the facility structure for support nor shall Lessee store any item by hanging then from any facility structural member.

The Lessee shall provide a metal drip pan to be placed under any portion of the aircraft that may leak fuel or lubricants. The Lessee agrees to assume liability for the cost and repair of the floor caused by leakage of fuel, oil or lubricants.

Lessee shall keep the facility clean and free of trash refuse and debris at all times and shall be responsible for the removal of snow, sand and dirt in the door tracks at all times.

Lessee shall not remove or otherwise modify the facility door assemblies. Nor shall the Lessee use any self-propelled equipment such as, but not limited to, tractors, trucks or automobiles to open or close the leases facility doors.

Doors of the facility shall be closed by Lessee when the leased facility is unattended.

Lessee shall not install electrical outlets or modify existing electrical wiring in any manner without the written approval of the Lessor. In addition, the existing electrical service to the facility, if any, is intended for lighting purposes and equipment drawing no more than 20 amps, such as an air compressor, battery charger or preheater. Use of the existing electrical system for other purposes, without the written permission of the Lessor, is strictly prohibited. Any repairs to the electrical system and/or electrician's service call (for resetting of the master circuit breaker, for instance) attributed to the breach of this provision will be charged to the Lessee.

The facility shall not be used for housing or storage of any other vehicles than aircraft described herein.

NOTICES

All notices, requests, or other formal communications to the Lessor shall be given by certified mail, postage prepaid, to:

Sierra Blanca Regional Airport
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

or hand delivered to:

Sierra Blanca Regional Airport
1000 State Highway 220
Alto, New Mexico 88312

All notices, requests, or other formal communications to the Lessee shall be given by certified mail, postage prepaid, as follows:

For and behalf of the Lessee, _____

Date: _____

For and behalf of the Lessor, _____

Date: _____

Airport Manager
Sierra Blanca Regional Airport

VILLAGE OF RUIDOSO

LYNN D. CRAWFORD
MAYOR

X _____

JINI TURRI
VILLAGE CLERK

X _____

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 7.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager
Christy Coker, Purchasing Agent

Meeting Date: March 4, 2025

Re: Discussion on Award of RFP #2025-005P to Avfuel Corporation for Aviation Fuels Supply, Equipment and Services.

Item Summary:

Discussion on Award of RFP #2025-005P to Avfuel Corporation for Aviation Fuels Supply, Equipment and Services.

Financial Impact:

This will bring in revenue to the Village of Ruidoso and Sierra Blanca Regional Airport.

Item Discussion:

Legal Ads were placed in three (3) Newspapers: Ruidoso News, Las Cruces Sun News and Albuquerque Journal on 1/23/25. Proposal Submission Deadline was 02/13/25 at 3:00 pm. Three (3) firms drew down on the RFP from the Village of Ruidoso Website.

Two (2) Proposals were received to be evaluated:

1. Associated Energy Group, LLC
2. Avfuel Corporation

A Non-/Mandatory Pre-Proposal Conference was held on 2/6/25 at 1 :30 PM at Sierra Blanca Regional Airport. It was Attended by one (1) potential offeror, Associated Energy Group, LLC. On 2/18/25 The Committee Discussed the Responses of each Evaluation Criteria and References Provided, then Collectively Scored the Proposal for Experience, Service Quality, Operations, Training and Contract Supplement.

Recommendations:

To Discuss Award of RFP #2025-005P to Avfuel Corporation for Aviation Fuels Supply, Equipment and Services.

ATTACHMENTS:

Description

RFP EVALUATION SUMMARY

RFP EVALUATION COMMITTEE REPORT

EVALUATION CRITERIA Summary Totals
2/18/2025 @ 2:00 PM

CRITERIA AND POINT VALUES FOR RFP #2025-005P Aviation Fuels Supply, Equipment and Services

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

CRITERIA	Possible Points	AEG Fuels	Avfuel
B. Technical Specifications			
<p>1. Experience</p> <p>10 years of experience in quality aviation fuels working regional and national accounts. Proven track record in supplying aviation fuels, such as Jet-A and 100LL Avgas. Experience working with airports and understanding of aviation industry standards including FAA Part 139 fuel requirements.</p>	20	19	19
<p>2. Service Quality</p> <p>High standards of service, including reliability and customer support. Commitment to timely deliveries and maintaining fuel quality. Access and Proximity to Fuel Racks/Timely Delivery of Aviation Fuel- estimated proximity to Sierra Blanca Regional Airport (name of location if known) and timeline from point of order to delivery of fuel.</p> <p>Direct access to regional representative that can quickly answer questions related to, delays, operational issues on deliveries or issues with finance.</p> <p>Direct access to tech support related to software of hardware issues with equipment.</p>	30	27	29
<p>3. Operations</p> <p>Provider must have a Point-of-Sale system (POS) that works with all financial credit card systems and be user friendly. System will be used is a full-service fuel delivery system. Employees will run all charges in system.</p> <p>Provider must be able to provide parts as needed at fair market value for fuel trucks and a fuel farm</p>	20	17	19
<p>4. Quality Assurance</p> <p>Provider must be able to provide reports on load sheets that demonstrate quality fuel to include temperature, API gravity, FSII ratio/percentage as well as any other Part 139 fuel requirements.</p>	10	8	10

5. Training Provider must have the ability to provide Part 139 Fuel Training for Multiple Users at a Single Rate in person or online with the ability to show confirmation of passing or certification	10	8	10
6. Contract Supplement The Village of Ruidoso is looking for providers that may be able to provide the sale of fuel trucks through purchase, lease, or lease to own options.	10	7	9
C. Business Specifications			
1. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail	Pass	Pass
2. Letter of Transmittal Form (Appendix D)	Pass/Fail	Pass	Pass
3. Debarment Certification (Appendix F)	Pass/Fail	Pass	Pass
4. Non-Collusion Affidavit (Appendix G)	Pass/Fail	Pass	Pass
5. New Mexico Resident Business Preference	8		
6. New Mexico Resident Veterans Preference	10		
TOTAL POINTS:	110	86	96


Purchasing Agent

2/20/2025
Date

EVALUATION COMMITTEE REPORT	
RFP TITLE	Aviation Fuels Supply, Equipment and Services
RFP NUMBER	2025-005P
DATE OF REPORT	02/18/25
AUTHOR	Christy Coker
AUTHOR	575-258-4343 Ext. 1081
PHONE/EMAIL	purchasing@ruidoso-nm.gov

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

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

Section 1. RFP SCOPE OF SERVICES

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Aviation Fuels Supply, Equipment and Services for the Village of Ruidoso.

The Village is conducting a single-award RFP. It is anticipated that the award under this RFP will result in a Professional Services Contract that will be for an initial term of five years with the option to renew for up to five (5) additional one-year terms.

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

Section 2. SUMMARY OF RFP DEVELOPMENT PROCESS

Legal Ads were placed in three (3) newspapers: Ruidoso News, Las Cruces Sun News and Albuquerque Journal on 1/23/25.

Three (3) firms drew down on the RFP from the Village of Ruidoso website.

A non-/mandatory pre-proposal conference was held on 2/6/25 at 1:30 PM at Sierra Blanca Regional Airport. It was attended by one (1) potential offeror, Associated Energy Group, LLC.

Two (2) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Associated Energy Group, LLC and Avfuel Corporation.

Five (5) addenda were issued for responding to questions submitted by offerors, addition of Pre-Proposal Conference, correction to points value on Technical Specifications.

Proposal Submission Deadline was 02/13/25 at 3:00 pm.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

Two (2) Proposals were received to be evaluated:

- Associated Energy Group, LLC
- Avfuel Corporation

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

- Experience – 20 Possible Points
10 years of experience in quality aviation fuels working regional and national accounts. Proven track record in supplying aviation fuels, such as Jet-A and 100LL Avgas. Experience working with airports and understanding of aviation industry standards including FAA Part 139 fuel requirements.
- Service Quality – 20 Possible Points
High standards of service, including reliability and customer support. Commitment to timely deliveries and maintaining fuel quality.

Access and Proximity to Fuel Racks/Timely Delivery of Aviation Fuel- estimated proximity to Sierra Blanca Regional Airport (name of location if known) and timeline from point of order to delivery of fuel.

Direct access to regional representative that can quickly answer questions related to, delays, operational issues on deliveries or issues with finance.

Direct access to tech support related to software of hardware issues with equipment.

- Operations – 20 Possible Points
Provider must have a Point-of-Sale system (POS) that works with all financial credit card systems and be user friendly. System will be used is a full-service fuel delivery system. Employees will run all charges in system.

Provider must be able to provide parts as needed at fair market value for fuel trucks and a fuel farm

- Quality Assurance – 10 Possible Points
Provider must be able to provide reports on load sheets that demonstrate quality fuel to include temperature, API gravity, FSII ratio/percentage as well as any other Part 139 fuel requirements.
- Training – 10 Possible Points
Provider must have the ability to provide Part 139 Fuel Training for Multiple Users at a Single Rate in person or online with the ability to show confirmation of passing or certification
- Contract Supplement – 10 Possible Points
The Village of Ruidoso is looking for providers that may be able to provide the sale of fuel trucks through purchase, lease, or lease to own options.

The evaluation committee determined that no oral presentations were needed.

Section 4. EVALUATION COMMITTEE MEMBERS

Name	Brief statement of expertise and who he/she represents
Lee Baker	Village of Ruidoso – Airport Manager
Daniel Bastardo	Village of Ruidoso – Airport Supervisor
Adam Sanchez	Village of Ruidoso – Public Works Director
Cade Hall	Village of Ruidoso – Fire Chief
Jini Turi	Village of Ruidoso – Village Clerk

Section 5. EVALUATION COMMITTEE MEETINGS (full and sub-committee meetings including orientation meeting, initial scoring meeting, oral presentations/demonstrations)




Reason for Meeting	Date of Meeting	Summary of Meeting
Evaluation Committee Kick Off Meeting	2/13/25	Discussed Confidentiality Agreement and any conflicts of interest. Members were asked to sign the Confidentially Agreement. The proposals were handed out to each member. Discussed date and time of next meeting.
Evaluation Scoring Meeting	2/18/25	Committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION

Both proposals received were very well prepared and met all requirements of this procurement. Avfuel Corporation scored higher and was within the budget for this service.

The Evaluation Committee recommends the award of RFP 2025-005P for Aviation Fuels Supply, Equipment and Services to Avfuel Corporation.

Section 7. SIGNATURES

Name	Agree/Object (state objection)	Signature	Date
Lee Baker	Agree		2-21-25
Daniel Bastardo	Agree		2-23-25
Adam Sanchez	Agree		2-22-25

Jini Turi	Agree	Jini Turi	2-21-25
Cade Hall	Agree	Cade Hall	2/21/25

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 8.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager
Christy Coker, Purchasing Agent

Meeting Date: March 4, 2025

Re: Discussion on Agreement with Avfuel Corporation for Aviation Fuels Supply, Equipment and Services Awarded through RFP#2025-005P.

Item Summary:

Discussion on Agreement with Avfuel Corporation for Aviation Fuels Supply, Equipment and Services Awarded through RFP#2025-005P.

Financial Impact:

This will bring in revenue to the Village of Ruidoso and Sierra Blanca Regional Airport.

Item Discussion:

Agreement with Avfuel Corporation for Aviation Fuels Supply, Equipment and Services Awarded through RFP#2025-005P.

Recommendations:

To Discuss Agreement with Avfuel Corporation for Aviation Fuels Supply, Equipment and Services Awarded through RFP#2025-005P.

ATTACHMENTS:

Description
Contract

**PROFESSIONAL SERVICES AGREEMENT FOR
Aviation Fuels Supply, Equipment and Services**

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Avfuel Corporation, hereinafter referred to as the "Consultant" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso
Department: Finance
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1082
Email: purchasing@ruidoso-nm.gov

Avfuel Corporation
ATTN: Trent Reeder
Title: Regional Sales Manager
Street: 47 West Ellsworth Road
City, State, Zip: Ann Arbor, MI 48108
Phone: 325-370-5425
Email: treeder@avfuel.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Consultant has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the RFP #2025-005P Aviation Fuels Supply, Equipment and Services and the Consultant's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- A. "Business Hours" means 8:00 AM to 5:00 PM Local Time.
- B. "Procuring Agency" means any state agency or local body that enters into an Agreement to procure products or services.
- C. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and

services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.

- D. "RFP" means Request for Proposals as defined in statute and rule.
- E. "RPR" means Resident Project Representative.
- F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the 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.

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 A, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed approved task order dollar amounts including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such a date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall require all Sub-Consultants to hold the Procuring Agency harmless from any responsibility for

taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable. The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. **Term.**

This agreement shall be effective March 13, 2025, through March 12, 2030, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. **Termination.**

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Consultant may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Consultant's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Consultant of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Consultant's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Consultant shall submit

an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant has express written authority to do so, and then only within the strict limits of that authority.

8. Conflict of Interest; Governmental Conduct Act.

A. The Consultant represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance, or services required under the Agreement.

B. The Consultant further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant is not a business

in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Consultant is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Consultant is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Consultant is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Consultant has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Consultant has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Consultant's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Consultant shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. Penalties for violation of law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

12. Equal Opportunity Compliance.

The Consultant agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Consultant assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement,

Consultant acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit.

The Consultant shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments

16. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

17. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

18. Non-Collusion.

In signing this Agreement, the Consultant certifies the Consultant has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

19. Succession.

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

20. Headings.

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

21. Default/Breach.

In case of Default and/or Breach by the Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring

Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. Equitable Remedies.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed \$250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com/>.

24. Employee Pay Equity Reporting.

Consultant agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Consultant also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

26. Default and Force Majeure.

The Village reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the Village, if the Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Consultant; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

27. Assignment.

The Consultant shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

28. Subcontracting.

The Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

The Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Consultant's regular business hours and upon prior written notice, the Consultant's plant or place of business, or any Sub-Consultant's plant or place of business, which is related to the performance of this Agreement.

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. Condition of Proposed Items.

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

32. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Trent Reeder

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 affected 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 finalpayment of federal funds. Financial and administrative records for all projects that receivedstate funding shall be retained for a minimum period of six (6) years following the receipt ofthe 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 306of 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 regard to hiring Sub-Consultants.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Consultant shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Village of Ruidoso as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers' liability: \$100,000.
- B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage.
- C. Consultant shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Consultant. Such a certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

40. Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

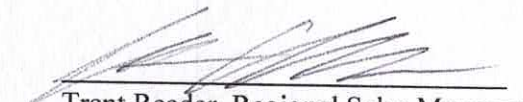
IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

SIGNATURES:

Village of Ruidoso:

Avfuel Corporation:

Lynn D. Crawford, Mayor



Trent Reeder, Regional Sales Manager

Date: _____

Date: 2/28/25

ATTEST: _____
Jini S. Turri, Village Clerk

APPENDIX E – DETAILED SCOPE OF WORK

RFP# 2025-005P Aviation Fuels Supply, Equipment and Services

The Village of Ruidoso is seeking a provider that provides quality fuel while providing quality service to the users of Sierra Blanca Airport. The provider will be skilled and educated in all operations related to fuel delivery to include software, hardware, and equipment services. Applicants must be certified in part 139 airport fueling and meet all local federal and state requirements. The applicant will work with the Director of Aviation for the Sierra Blanca Airport and its staff to provide quality service. The applicant will need to be able to provide:

Fuel -

The successful offeror must supply transport with equipment (pumps) capable of offloading fuel into Sierra Blanca Airport's storage tanks. For quality control and safety all fuel deliveries must comply with NFPA 407 Standards, 49 CFR Part 139 and FAA Advisory Circular 150-5230-4B. or current AC. It is required that brand identification decals are placed on the three refueling trucks and two storage tanks. Signage and decals will be installed by the successful bidder within 30 days of bid acceptance.

Services -

Offeror must provide a Contract Fuel / Into Plane program for Sierra Blanca Airport's high volume fuel customers. Offeror must provide merchant services accepting Visa, MasterCard, Discover, American Express, Multi-Service, Aircard, UVAir and Colt. A credit card terminal will be provided at no additional charge to transmit transactions via a normal toll-free phone line or internet. Merchant Services must be capable of identifying Aircard customers that are exempt from Federal excise tax (i.e. U.S. military) and providing a rebate to the Village. Initial set-up and subsequent changes shall be done at no cost to the Village.

Equipment - Refuelers

The Village of Ruidoso currently owns one 1000-gallon 100 Low Lead refueler truck. Outline any program that offeror must refurbish, maintain, perform quality control, or replace this unit, including but not limited to a lease purchase. Offeror shall include any program to furnish/lease a 5000-gallon Jet A refueler truck with two overwing fueling nozzles and one single point fueling nozzle.

AVIATION FUEL SUPPLY AGREEMENT**GENERAL TERMS AND CONDITIONS**

1. PURCHASE AND SALE: Subject to the terms and conditions contained herein, throughout the entire term of this Agreement, Avfuel agrees to sell and deliver, and Customer agrees to purchase from Avfuel and pay for, the Customer's entire requirements for all aviation fuel products (the "Products") to be handled, stored, used, distributed or sold by Customer or its affiliates at each airport (each an "Airport") listed in the Special Terms And Conditions, including without limitation those Products that the Customer is presently using that are identified in the Special Terms and Conditions. If at any time during the term of this Agreement the Customer, or any entity controlled by or in common control with Customer, operates any other facility that sells aviation fuels at a listed Airport (each a "Supplemental FBO"), then Customer shall or shall cause such other entity to enter into a new AVIATION FUEL SUPPLY AGREEMENT with Avfuel (on the same terms and for the same duration as this Agreement) for the supply of 100% of the requirements of the Supplemental FBO for aviation fuel. Customer represents and warrants that all products and services purchased hereunder will be for commercial purposes and Avfuel has relied on this representation in entering into this Agreement.

2. TERM: The initial term of this Agreement is five (5) years, beginning on the Effective Date specified in the Summary. The term shall be automatically renewed for successive three (3) year terms until one Party delivers a Notice to the other Party of its intent to terminate at the end of the then current term. Such Notice shall be delivered at least ninety (90) but not more than one hundred twenty (120) days prior to the expiration of the current term.

3. PRICE AND PAYMENT:

3.1 Unless otherwise agreed in writing by the Parties, the price per gallon for Products delivered to Customer shall be as established by Avfuel from time to time in its discretion based upon market and other conditions that it deems pertinent based on the date and time that Avfuel loads the Products into delivery trucks. Prices shall be FOB the Customer's facilities at the Airports (each a "Delivery Address") and shall be exclusive of all taxes, fees, surcharges and other charges.

3.2 Unless otherwise agreed in writing or otherwise required by the state law where the Product is delivered, the standard unit of measurement of quantities of Products purchased and delivered shall be the Net Gallon. The term "Net Gallon" shall mean the volumetric measurement, in U.S. gallons, of a Product actually loaded and measured at the point of shipment, adjusted to the number of U.S. gallons that would have been loaded at a temperature of sixty degrees Fahrenheit (60°F). The conversion ratio shall be from the current American Society for Testing and Materials ("ASTM") IP Petroleum Measurement Tables.

3.3 Unless otherwise agreed in writing by the Parties, Customer agrees to pay in advance by bank wire transfer for all Products purchased hereunder. Failure to pay in advance shall be construed as a credit transaction and shall be subject to the Terms and Conditions of the Customer Credit Program set forth below.

4. TAXES AND OTHER CHARGES:

4.1 Customer shall pay all taxes, assessments, fees and other charges (the "Taxes") which are imposed by any federal, state or local governmental agency or by any airport authority (collectively, the "Taxing Authorities") based upon the delivery, sale, importation, inspection, storage or use of the Products purchased by Customer, excepting Taxes which are imposed upon Avfuel based upon its net income or revenues.

4.2 If the Taxing Authorities collect the Taxes directly from Customer, then Customer shall pay all such Taxes on or before their due dates. If the Taxing Authorities require that Avfuel collect the Taxes from Customer, at the time of sale, Avfuel will use its best efforts to include all such Taxes in its invoices to Customer and Customer shall pay all such invoices on or before their due dates. (In its invoices, Avfuel will identify those Taxes as separate items.) If Customer is entitled to an exemption from any Taxes which the Taxing Authorities require to be collected by Avfuel, then, in order to permit Avfuel not to collect those Taxes, Customer shall obtain and provide to Avfuel current and valid exemption certificates relating to those Taxes. If subsequent to the issuance of any invoice, the Taxing Authorities or Avfuel advise Customer of additional Taxes payable with respect to the Products covered by that invoice, then Customer shall promptly pay such additional Taxes.

4.3. CUSTOMER ACKNOWLEDGES THAT IT REMAINS SOLELY RESPONSIBLE FOR ALL SUCH TAXES, AND WILL INDEMNIFY AVFUEL AGAINST ANY LIABILITY FOR SUCH TAXES EVEN IF AVFUEL FAILS FOR ANY REASON TO INCLUDE ANY SUCH TAXES IN ITS INVOICES TO CUSTOMER. HOWEVER, AVFUEL WILL INDEMNIFY CUSTOMER AGAINST ANY LATE CHARGES, PENALTIES OR OTHER CHARGES THAT CUSTOMER INCURS IF AVFUEL'S FAILURE TO INCLUDE ANY TAXES IN ITS INVOICE IS DUE TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

4.4 Customer's obligation to indemnify Avfuel shall extend to any Taxes which are assessable against Customer as a result of any subsequent change or reinterpretation of the laws relating to those Taxes or any exemptions from those Taxes and to any Taxes for which an exemption had been claimed but which are subsequently assessed by Taxing Authorities based upon its rejection of the claimed exemption for the Products of Customer.

5. DELIVERY:

5.1 Deliveries shall be made to the Delivery Address(es) listed in the Special Terms And Conditions. Avfuel or its authorized shipping agent ("Shipping Agent") shall be provided access to Customer's storage facilities during normal business hours, or at such other times as may be approved by Customer's authorized representative, for the purpose of unloading the Products. Unless otherwise agreed in writing, the minimum delivery of Jet A fuel will be a full standard transport tanker load which is equivalent to 7,500 Gross Gallons, and the minimum delivery for Avgas fuel will be a full standard transport tanker load which is equivalent to 8,500 Gross Gallons. Avfuel reserves the right to impose a surcharge for deliveries of less than a full tanker load.

5.2 Delivery shall be into tanks designated by Customer. Such designation shall be construed as a warranty that the designated tanks and containment areas have been inspected and approved by the appropriate regulatory agencies. Customer shall be responsible for all unloading operations including the placement of hoses into the proper storage tanks. Customer shall specifically designate and gauge the available capacity of the tanks into which the Product shall be unloaded, and shall bear all responsibility of spillage or contamination of the Product after the end of any properly operating hose provided by Avfuel or its Shipping Agent. Access to Customer's tanks shall be furnished in such a manner that Avfuel or its Shipping Agent can safely and conveniently reach Customer's storage facility with the hoses available, and Avfuel or its Shipping Agent may refuse to complete any delivery which Avfuel or the Shipping Agent determines, in its sole discretion, cannot be made safely.

5.3 Any claim by Customer of any discrepancy in the quantity of the Product delivered shall be effective only if made by written Notice delivered to Avfuel within twenty-four (24) hours after the Product is delivered to Customer. **GIVEN THE NATURE OF THE PRODUCTS, TIME IS OF THE ESSENCE WITH RESPECT TO SUCH CLAIMS AND NO CLAIM SHALL BE PERMITTED OR EFFECTIVE UNLESS DELIVERED WITHIN THE SPECIFIED PERIOD.**

6. FORCE MAJEURE: Except as provided below, neither Party shall be responsible for any failure to comply with the terms of this Agreement due to causes beyond its reasonable control for the period the effects of such causes continue. These causes shall include but shall not be restricted to fire, storm, flood, earthquake, explosion, accident, acts of any local, state or federal authority or agency or of a public enemy, war, rebellion, terrorism, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, transportation embargoes or delays, acts of God and unavailability of the Product. For purposes of this Agreement, the term "unavailable" shall mean that Avfuel, for any reason whatsoever, including but not limited to government action, reduced or allocated fuel supplies, lack of transportation or the like, is unable to procure and deliver a specific Product in a commercially reasonable basis within two (2) days of the specific time requested by Customer. In that event, and only to the extent of such unavailability, the Parties hereto shall be relieved of their obligations under the applicable provisions of this Agreement. If and as applicable, Avfuel will comply with any government statute or regulation mandating the allocation of available supplies of Products. The provisions of this Section shall not apply to the failure of a Party to pay any monetary amounts when due under this Agreement.

7. LIMITED WARRANTY:

7.1 Avfuel warrants that all Products delivered pursuant to this Agreement will at the time of delivery, conform to the then latest revision of following specifications: Aviation Gasoline will conform to the ASTM Specification D910, and Jet Fuel will conform to the ASTM Specification D1655. Avfuel retains the right to revise the applicable specifications upon written Notice to Customer.

7.2 THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY GIVEN BY AVFUEL REGARDING THE PRODUCTS. AVFUEL DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

7.3 Customer shall sample and test each shipment of Product prior to delivery using industry standard test procedures. If Customer determines or suspects non-conformity then Avfuel must be immediately notified, while the Shipping Agent is still present, and the delivery shall not be completed until either Customer accepts the Product, acknowledging conformity or Avfuel replaces the Product. Customer will permit Avfuel access to Customer's premises and records during normal business hours and upon first (4) hours' telephonic or written Notice to Customer for purposes of investigating any claim of non-conformity. If it is determined that the Product is non-conforming, Avfuel's sole obligation shall be either (1) replacement of the non-conforming Product with conforming Product or (2) removal of the non-conforming Product and cancellation of the invoice for that Product or refund of the amount paid for that Product, as determined by Avfuel. Avfuel will be reasonably prompt in its actions hereunder. **TIME IS OF THE ESSENCE AND ANY FAILURE TO FOLLOW THE ABOVE PROCEDURE SHALL VOID THE LIMITED WARRANTY.**

8. COMPLIANCE WITH LAWS:

8.1 Each Party shall, at all times and in all respects, comply with all federal, state, county or municipal laws, ordinances, rules and regulations governing its actions in the purchase, storage, handling, use and sale of the Products and all industry standards pertaining thereto, including those that may contain tetraethyl lead or lead alkyl. Further, each of the Parties agree to use its reasonable best efforts to assist the other Party in complying with such laws, ordinances, rules and regulations which the other Party may be required to observe in the performance of its obligations under this Agreement. Each Party reserves the right to terminate those portions of this Agreement governing the purchase of a Product if the other Party violates the provisions of this subsection with respect to that Product. In such event, the remaining provisions of this Agreement shall continue in full force and effect.

8.2 Each Party shall properly instruct its employees, agents and contractors with regard to compliance with all applicable laws, ordinance, rules, regulations and standards governing the use, sale and distribution of the Products that are the subject of this Agreement.

9. INDEPENDENT STATUS: Each Party shall at all times function as an independent contractor and not as a subcontractor, employee or other agent of the other Party. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

10. RECIPROCAL INDEMNIFICATION: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EACH PARTY (AS SUCH, THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY AND TO HOLD HARMLESS THE OTHER PARTY AND THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF THE OTHER PARTY (AS SUCH, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES) OF WHATSOEVER NATURE WHICH ARE ASSERTED AGAINST OR INCURRED BY ANY INDEMNIFIED PARTY AS A RESULT OF THE BREACH BY THE INDEMNIFYING PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR AS A

RESULT OF ANY NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE INDEMNIFYING PARTY OR OF ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE INDEMNIFYING PARTY. ANY AMOUNT PAYABLE BY THE INDEMNIFYING PARTY UNDER THIS SECTION 10 SHALL BE DUE WITHIN TEN (10) DAYS AFTER WRITTEN DEMAND AND ANY SUCH AMOUNT WHICH IS NOT PAID WHEN DUE SHALL BEAR INTEREST FROM THE DUE DATE TO THE DATE OF PAYMENT AT THE RATE OF 16% PER ANNUM (OR, IF LESS, AT THE MAXIMUM RATE OF INTEREST PERMITTED UNDER THE LAWS OF THE STATE IN WHICH THE INDEMNIFYING PARTY HAS ITS PRINCIPAL PLACE OF BUSINESS), WITHOUT LIMITING THE GENERALITY OF THE ABOVE PROVISIONS, THE OBLIGATION OF THE INDEMNIFYING PARTY UNDER THIS SECTION 10 SHALL INCLUDE ANY REASONABLE ATTORNEY'S FEES OR OTHER COSTS INCURRED BY THE INDEMNIFIED PARTIES IN ENFORCING THE OBLIGATION OF INDEMNITY UNDER THIS SECTION. EACH PARTY'S OBLIGATION TO INDEMNIFY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE LAPSE OF ALL APPLICABLE STATUTES OF LIMITATIONS OR SIMILAR TIME PERIODS WITHIN WHICH AN ACTION FOR INDEMNITY OR CONTRIBUTION MUST BE BROUGHT.

11. BREACH AND TERMINATION:

11.1 Failure of a Party to comply with the provisions of this Agreement shall constitute a breach of the Agreement by the non-complying Party. Except as otherwise permitted under this Agreement, the non-breaching Party shall provide Notice of that breach to the other Party in the manner set forth in Section 14. The Notice shall specify the alleged breach and the period within which the breach must be cured which, except as provided in Section 11.2, shall be at least ten (10) business days. The Party receiving such Notice shall respond thereto in writing within three (3) business days. If the breach is not cured or the dispute resolved within the period specified in the Notice, the Party claiming breach by further written Notice, at its election, may affirm this Agreement and initiate appropriate legal actions to require the other Party to remedy that breach or may immediately terminate this Agreement. In either instance, the Party claiming the breach may by appropriate legal proceedings seek and secure recovery of any damages resulting from that breach.

11.2 The provisions of Section 11.1 to the contrary notwithstanding, if the breach is of the Customer's obligation to make a payment to Avfuel when due, then Avfuel may declare all amounts owed to it under this Agreement immediately due and payable, and Avfuel, in addition to all other rights hereunder, may suspend its performance or terminate this Agreement forthwith and without giving Customer Notice or the opportunity to cure. Avfuel shall also have the right to offset any amount that Avfuel then or thereafter owes to Customer, to any guarantor of the Customer's obligations under this Agreement or to any affiliate entity that owns, is owned by or is under common ownership with the Customer against any amounts owed by Customer to Avfuel. Customer warrants that it is authorized to make this commitment with respect to amounts owed by Avfuel to such guarantors and affiliate entities. In addition, Avfuel or its agents or employees may, without further Notice and without legal process enter onto any facility of Customer for the purpose of repossessing any item of Equipment or any personal property of any description owned by Avfuel and Customer shall use its best efforts to assist Avfuel in such repossession. Exercise of the foregoing remedies shall not constitute a waiver of any amount due by Customer hereunder or of any damages accruing by reason of the breach of any of the terms or conditions of this Agreement. Fuel on board repossessed Equipment will become the property of Avfuel, and credited against any amount owed Avfuel by Customer at that day's market price.

11.3 The Party claiming a breach may waive that breach by giving Notice to the other Party in the manner set forth in Section 14 below. The waiver of any

breach shall not constitute a waiver of any subsequent breach of the same or any other term or condition. Any failure of either Party to enforce rights or seek remedies arising out of any breach by the other Party shall not preclude or affect the rights and remedies of that Party in the event of any subsequent breach by the other Party.

11.4 Except as set forth in Section 11.2, any dispute that arises under this Agreement, pursuant to Section 11.1 or otherwise, shall be submitted to a senior officer or other person having the authority to negotiate the resolution of such disputes for each Party. Those persons shall attempt, in good faith, to resolve the dispute, and no action in law or equity shall lie until the process set forth herein shall have run its course. If the dispute involves the payment of money, all undisputed amounts shall be paid when due regardless of whether the undisputed amount is only part of an invoice.

11.5 The exercise of a Party's right to terminate the Agreement or to exercise any other remedy shall not be deemed an election of remedies and shall be without prejudice to the non-breaching Party's rights to exercise any other remedy afforded to it by this Agreement or by law or equity. In any action related to the enforcement or breach of this Agreement, the prevailing Party shall have the right to recover its reasonable attorney's fees and costs actually incurred.

12. INSURANCE:

12.1. Customer shall secure and at its cost shall thereafter maintain in effect during the term of this Agreement the following insurance and furnish Avfuel a Certificate of Insurance evidencing: (1) aviation general liability insurance, including products and completed operations liability, with limits not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage, and (2) automobile liability insurance with limits not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. (3) workers compensation covering all employees of Customer and (4) physical damage coverage covering the value of any leased Equipment. Insurance policies shall be issued by insurance companies acceptable to Avfuel (whose acceptance may not be unreasonably withheld), shall name Avfuel or its subsidiary, as applicable, as an additional insured and/or loss payee, and shall provide for at least thirty (30) days' written Notice to Avfuel prior to cancellation or modification. Prior to the Effective Date stated in the Summary, and from time to time thereafter as requested by Avfuel, Customer shall furnish Avfuel a Certificate of Insurance evidencing compliance with this Section.

12.2. Customer may, if it chooses, apply for this insurance through Avfuel's subsidiary, Assurance Corporation.

12.3. Avfuel currently offers to qualifying customers that participate in Avfuel's Brand Program ("Branded Dealers") the opportunity to participate in Avfuel's Excess Aviation Liability Insurance Program. To qualify, a Branded Dealer must maintain as its primary insurance coverage an Airport Liability Policy with premises, products and completed operations coverage of \$1,000,000 (combined single limit) issued by an insurer acceptable to Avfuel. This Program currently allows qualifying Branded Dealers, at no charge to be designated as additional insured parties under an Excess Aviation Liability Insurance Policy secured by Avfuel, with excess coverage in the amount of \$50,000,000 against claims for bodily injury or property damage resulting from defects in any aviation gasoline and jet fuel that is supplied by Avfuel to the Branded Dealer and resold by the Branded Dealer to end users.

To participate in this Program and secure this excess coverage, the Branded Dealer must complete and submit to Avfuel the required Application and provide to Avfuel a Certificate of Insurance confirming its primary insurance coverage and naming Avfuel as an additional insured. A Branded Dealer becomes an additional insured under Avfuel's Aviation Products Excess Liability insurance coverage on the date that Avfuel delivers Notice to the Branded Dealer that its Application and Certificate of Insurance has been approved by Avfuel and the excess coverage will be applicable to occurrences following that date.

Avfuel reserves the right to discontinue this Program or to require the Customer to pay a charge for participation in this Program. But in that event, Avfuel will deliver Notice to the Branded Dealer at least thirty (30) days prior to the effective date of that discontinuance or cost change so that the Branded Dealer has the ability if it chooses to make alternative arrangements.

13. **ASSIGNMENT:** Customer shall not assign its rights or delegate its obligations under this Agreement, in whole or in part, unless with the prior written consent of Avfuel, which consent will not be unreasonably withheld. Any transfer of a controlling interest in Customer shall be deemed an assignment requiring the consent of Avfuel.

14. **NOTICES:** All notices permitted or required under this Agreement (each a "Notice") shall be in writing. Notices by facsimile or email transmission shall be deemed "delivered" on the date of confirmed transmission, without error, to the fax number or email address designated in the Summary. Notices by mail shall be deemed delivered three (3) business days following the date deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed to the Party at the address of the principal office. Notices sent by overnight courier shall be effective on the next business day following deposit with the overnight courier for overnight delivery with the delivery fee prepaid, addressed to the Party at the address of the principal office, and with instructions to obtain the signature of the addressee.

15. PROGRAM PARTICIPATION:

15.1. The provisions of these General Terms And Conditions will apply to the CUSTOMER CREDIT PROGRAM, BRAND PROGRAM, AVTRIP PROGRAM, CREDIT CARD ACCUMULATION PROGRAM, AVSURANCE PRIMARY COMMERCIAL INSURANCE PROGRAM, CONTRACT FUEL PROGRAM and EQUIPMENT LEASE PROGRAM that are described in the subparts below (each a "Program") except to the extent these provisions are inconsistent with the provisions in the subpart describing that Program.

15.2. If the Customer participates in any Program, whether by formally electing to participate in that Program by selection in the Summary or by informally electing to participate in that Program by taking part in the benefits of that Program, the Customer will be bound by and subject to the provisions in the subpart relating to that Program, as supplemented by the provisions of these General Terms And Conditions.

16. **EXCLUSIVE JURISDICTION:** Each Party irrevocably and unconditionally agrees that venue and jurisdiction for the resolution of any dispute and the enforcement of any rights in any way arising from or relating to this Agreement shall exclusively be the courts of the state of Michigan sitting in Washtenaw County and any applicable Michigan appellate court. This Agreement shall be construed as having been made and entered into in the State of Michigan. Each Party submits and consents to personal jurisdiction in Washtenaw County, Michigan, and agrees that it is a convenient forum to resolve any such disputes and enforce any such rights; each Party hereby waiving to the fullest extent possible the defense of an inconvenient forum. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in any jurisdiction anywhere in the world.

17. **EXCLUSIVE GOVERNING LAW:** This Agreement, and all other matters arising from or relating to this Agreement, are exclusively governed by, and exclusively construed in accordance with, the laws of the State of Michigan, without regard to its conflict of laws provisions.

18. **SEVERABILITY:** In the event that any court of competent jurisdiction shall determine that any provision of this Agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

19. **ENTIRE AGREEMENT/AMENDMENTS:** This Agreement, including all of its parts, sets forth the entire agreement between Avfuel and Customer with respect to the subject matter hereof and there are no other terms or conditions, oral or written, express or implied, relating to or otherwise affecting such subject matter. No term or condition of the Summary or Special Terms And Conditions shall be changed, supplemented, cancelled or waived unless in writing and signed by both Avfuel and Customer. Avfuel reserves the right at any time and from time to time to amend these General Terms And Conditions and the Programs. The General Terms And Conditions and the Programs, as amended from time to time, are posted at www.avfuel.com. If Avfuel and Customer have, prior to the effective date, been parties to any other agreement relating directly to the sale of Products to Customer (a "Prior Agreement"), such Prior Agreement, except for guarantees, shall be superseded as of the effective date and all rights and obligations between Avfuel and Customer with respect to the supply of Products from and after the effective date shall be governed by the terms of this Agreement. The terms and conditions of such Prior Agreement shall, however, remain in full force and effect with respect to rights and obligations relating to the supply of Products prior to the effective date and nothing contained in this Agreement shall be construed as terminating or otherwise affecting any such rights or obligations.

CUSTOMER CREDIT PROGRAM:

IN THE EVENT THAT AVFUEL CHOOSES TO DELIVER GOODS OR SERVICES THAT HAVE NOT BEEN PAID FOR IN FULL BY WIRE TRANSFER PRIOR TO THE TIME OF THAT DELIVERY, AVFUEL SHALL BE CONSTRUED AS HAVING EXTENDED CREDIT TO

CUSTOMER AND THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY.

1. Credit terms may not be used during any period in which the Customer is in breach of its obligations under this Agreement. In addition to the provisions of Section 11 of the General Terms And Conditions, for the specific purposes of this Customer Credit Program the Customer will be in breach if (a) any amount charged to the Customer's account is not paid in accordance with the agreed upon payment terms, (b) it and for so long as the Customer is in breach of any of its obligations under any Agreement with Avfuel or any of its subsidiaries, or (c) if Avfuel determines that there is any misrepresentation or breach of a warranty by the Customer under or with respect to any Agreement with Avfuel. Use of credit is limited to the amount specified in the Special Terms And Conditions of this Agreement. No purchase may be made which would cause the total amount owed under this Agreement to exceed that credit limit.
2. Upon termination of this Agreement, Customer shall have no right to credit terms for new purchases, but all obligations incurred prior to the termination as well as all remedies provided for default or breach, shall survive. If Avfuel, intentionally or unintentionally, permits any purchases on credit after termination, then the terms of this Agreement shall pertain to those charges.
3. Subject to the approval by Avfuel at its offices in Michigan, all purchases by Customer for which Avfuel does not receive payment at or prior to the time of delivery to Customer shall be charged as principal to Customer's account. Avfuel may require Customer or Customer's authorized representative, as a condition of delivery or at any time thereafter, to give receipt for all deliveries in writing and to sign sales slips and other documents in Avfuel's opinion necessary to record or substantiate any or all transactions resulting in a charge to Customer's account.
4. Avfuel shall invoice Customer for all Products delivered to Customer or to Customer's designees. Invoices shall include the selling price of the Products delivered, taxes, duties and any other charges as separate line items. Each invoice will be payable in full on or before the due date specified on that invoice.
5. Unless otherwise determined by Avfuel in its discretion, all payments received will be applied by Avfuel (subject to collection of remittance if other than cash) first to interest, if any, accrued on Customer's account, then to the unpaid principal balance owed upon such account in direct calendar order of due date.
6. Customer agrees to pay to Avfuel upon demand a fee of \$50.00 for each check, draft or other form of remittance that is not honored by the drawee upon due presentment by Avfuel or its agents.
7. From time to time, Avfuel may send Customer a statement of Customer's account to Customer's information showing in summary or in such detail as Avfuel may deem appropriate current transactions Avfuel posted to Customer's account to date thereof, the amount of interest (if any) which has accrued, and the balance owing thereon; however, the failure of Avfuel to furnish any such statement shall not relieve Customer of the obligation to make payment against invoices when due in accordance with the other terms of this Agreement. Customer agrees to review all statements promptly after receipt, and shall have fifteen (15) days from date of receipt to notify Avfuel in writing of any discrepancies. If no such Notice is given, such statement shall be conclusively presumed correct.
8. In the event that any invoice is not paid in full by the due date stated therein, the unpaid amount of the invoice shall bear interest until paid at the lower of 18% per annum or the highest rate which may lawfully be contracted for charged and received according to applicable law for business purchases at the time of delivery. Notwithstanding anything in this Agreement to the contrary Customer shall never be obligated to pay and Avfuel shall never be entitled to receive any interest upon any indebtedness incurred by Customer pursuant hereto in excess of the maximum contract rate of interest authorized by applicable law for business purposes, and it is expressly understood and agreed that Avfuel shall render no charge for the payment of usurious interest. Such charge shall be automatically and unconditionally reduced to the maximum non-usurious amount, and the excess, if paid, shall be applied as credit to Customer's account. If such application results in a credit balance on Customer's said account, such balance shall be refunded to Customer or applied to the next due amount in such account as Customer shall direct.
9. If at any time during the term of this Agreement the financial responsibility of Customer becomes impaired or unsatisfactory to Avfuel, in the sole judgment of Avfuel, Avfuel, effective immediately upon delivery of Notice to Customer, may require the advance cash payment or other security satisfactory to Avfuel

for any shipment of fuel and shipment may be withheld until such payment or security is received.

10. For the purpose of securing a payment of all indebtedness of Customer to Avfuel from time to time outstanding (including, without limitation, any amounts due under this Agreement or any other agreement or instrument between Avfuel and the Customer) grants to Avfuel a purchase money security interest in, and to all of Customer's inventory of the Products purchased from Avfuel, and all accounts, contract rights and other proceeds from such inventory, whether now owned or hereafter acquired. Customer warrants that the purchase money security interest granted herein is and shall remain superior to any other security interests granted by Customer to any other entity. For so long as this Agreement is in effect, all of Customer's inventory of aviation fuels will be presumed to be Products purchased pursuant to the Agreement and subject to the purchase money security interest granted by this Agreement. Customer hereby authorizes Avfuel to sign and record all financing statements and other instruments which Avfuel may reasonably require in order to create, perfect and continue in force said security interest and first priority lien. Customer authorizes Avfuel to file a true copy of this Agreement in lieu of any financial statement. The rights and obligations of Avfuel and the Customer under and with respect to the security interest and first priority lien created by this Section shall be interpreted in accordance with the Uniform Commercial Code in effect in the state of the Billing Address of the Customer as stated in the Summary.

11. THIS PARAGRAPH APPLIES ONLY TO THOSE PERSONS WHOSE SIGNATURES APPEAR AS GUARANTORS ON THE SIGNATURE PAGE OF THIS AGREEMENT. PERSONS SIGNING AS GUARANTORS SHALL BE CONSTRUED AS PERSONAL GUARANTORS REGARDLESS OF ANY OTHER DESIGNATION. In consideration of the extension of credit by Avfuel to Customer, each of the parties signing as Guarantors on the signature page of this Agreement agrees to guarantee the prompt payment of all amounts owed to Avfuel by Customer whether such amounts are existing at the time that this Guarantee is signed or are incurred at any time during the life of this Guarantee. Avfuel may demand payment from a Guarantor under this Guarantee at any time that it deems itself insecure with respect to any amount owed by Customer. Each Guarantor hereby waives notice of acceptance of this Guarantee by Avfuel, notice of default by Customer, and all other notices that the Guarantor may otherwise be entitled to receive. Failure on the part of Avfuel to give any such notice shall not discharge any obligation of any Guarantor under this Guarantee. Each Guarantor also hereby waives any requirement that Avfuel proceed against Customer before making a demand for payment hereunder, and agrees to pay all attorney's fees and court costs incurred by Avfuel in the enforcement of its rights hereunder. This is a continuing Guarantee and shall not be revoked by the death of any individual party or by the dissolution of any corporate party or any other entity that is a party hereto, and shall remain in force until Avfuel receives written notice to extend no further credit to Customer on the security of this Guarantee. Such notice shall not discharge any obligation of any Guarantor as to any then existing indebtedness or obligation of Customer arising out of a transaction that took place prior to the receipt of such notice, regardless of the time for determination, maturity, or performance thereof. Each Guarantor agrees to provide periodic statements of financial condition to Avfuel upon request. This Guarantee shall survive the termination of this Agreement until all amounts due Avfuel under this Agreement have been paid in full.

12. Avfuel reserves the unilateral right to amend, suspend, or terminate the Customer Credit Program at any time effective upon written notice to the Customer. Customer may withdraw from this Program upon sixty (60) days Notice to Avfuel. See Section 14 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in another Program.

BRAND PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S BRAND PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's Brand Program. Accordingly, Avfuel hereby licenses Customer as a dealer ("Branded Dealer") to use Avfuel's Brand Names and Trademarks subject to the provisions set forth herein. All trade names, trademarks, service marks, logos and other commercial symbols that Avfuel either owns or has the right to sublicense (the "Intellectual Property") shall be and remain the property of Avfuel. Further all signs, decals, graphic materials and other tangible property supplied by Avfuel which bear or are imprinted with any of the Intellectual Property or are used to imprint or display the same (the "Branded Property") and all replacements thereof shall be and remain the property of Avfuel. Any use of the Intellectual Property or the Branded Property by the Customer otherwise than as expressly

authorized by this Agreement is hereby expressly prohibited. Upon termination of Customer's participation in the Brand Program Customer shall, at its expense, de-install and return to Avfuel all salvageable signage and return or destroy all other items that identify Customer as a branded Avfuel dealer.

2. Avfuel agrees to supply to Customer, for Customer's use and possession during the term of this Agreement such signs, decals, credit card printers and other graphic materials as Avfuel deems necessary in order to identify Customer as an Avfuel Branded Dealer. Unless otherwise agreed in writing, Avfuel will bear all costs of such materials. Customer agrees to honor all Avfuel charge cards, subject to the provisions of the Credit and Charge Card Acceptance Program set forth below, during Customer's participation in Avfuel's Brand Program.

3. Customer shall be responsible for obtaining all necessary permits and for installation of all Branded Property including (without limitation) all electrical and other connections, and shall make sure that all installations shall comply with all brand specifications and with all applicable state and local codes, ordinances and governmental regulations (if any). Unless otherwise agreed in writing, the Customer will bear all costs of installation. No signage shall be installed so as to become a fixture upon real property. The use of color schemes and Intellectual Property painted on facilities and equipment owned by Customer or others and used in the conduct of Customer's business, shall comply with particular and displayed specifications. Customer shall be responsible for maintenance and upkeep of Branded Property and Paint-coats, and agrees to keep and maintain the same at all times in a good, clean, safe, operative and first class condition, neatly painted and displayed. If any of such installation or maintenance is performed by Avfuel, Customer agrees to permit upon demand all costs thereof, including (without limitation) all expenditures for labor, materials and the like. If any Branded Property is damaged, lost or destroyed while in Customer's use, possession or control, or if Customer shall deliver any of such property to anyone not herein expressly authorized to use or possess it, Customer agrees to repair, recover or replace such property forthwith, at Customer's expense.

4. Customer shall keep all Branded Property insured at all times against loss, theft, fire or physical damage, up to the full replacement cost thereof, designating Avfuel as the loss payee. The Customer shall pay when due all personal property taxes and assessments assessed against the Branded Property and shall neither suffer nor permit any lien or encumbrance or any attachment against any of such Branded Property.

5. Customer agrees that it will not use or display any Branded Property or Intellectual Property: (a) in a manner which causes or is calculated to cause confusion among patrons of Customer or the general public as to the type, characteristics, quality, manufacture or sponsorship of any fuel or other product which Customer offers for sale; (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Avfuel; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated, whether intentionally or not. Customer further agrees that it will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Avfuel and applicable to aviation fixed base operators displaying any of the Intellectual Property. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Avfuel may, but shall be under no obligation to conduct periodic tests and inspections as it may deem appropriate to evaluate compliance with this Agreement. Copies of all test and inspection reports shall be given to Customer. It is expressly understood that the purpose of any such tests or inspections is to assist Customer in complying with the standards set for a Branded Dealer. By performing such tests or inspections Avfuel assumes no responsibility for Customer's failure to comply with the Standards or for safety hazards, latent or patent, created or maintained by Customer. If Avfuel determines, in its sole discretion that Customer is or has violated this provision, then Avfuel may suspend or terminate Customer's right to use Avfuel's Brands and/or Trademarks.

6. Avfuel has invited the Customer to participate as a Branded Dealer on the expectation and condition that (a) the Customer's deliveries of aviation fuel at the Delivery Addresses will be limited to deliveries to end users pursuant to direct sales by the Customer to those end users and deliveries to purchasers listed as Contract Fuel Customers (a "CFC") to facilitate direct sales by Avfuel to those CFCs pursuant to Avfuel's Contract Fuel Program (the "CFD Program"); (b) the Customer will make deliveries of aviation fuel at the Delivery Addresses to purchasers listed as CFCs only pursuant to the CFD Program and will not make direct sales to those CFCs and (c) except for sales pursuant to the CFD

Program to purchasers listed as CFCs for brokered resale by those CFCs to end users, the Customer will not make any deliveries of aviation fuel at the Delivery Addresses pursuant to brokered sales (i.e. sales to end users in which a third party receives a brokerage margin or commission or other fee from the Customer or the end user or sales to third parties who resell the fuel to end users). The Customer acknowledges that these conditions are necessary to preserve Avfuel's continuing investment in developing and maintaining Avfuel's Brand Program and that Customer's failure to comply with these conditions will result in Avfuel's exercise of the right pursuant to Section 7 to discontinue the Customer's participation as a Branded Dealer.

7. Avfuel reserves the unilateral right to amend, suspend, or terminate the Brand Program at any time effective upon written notice to the Customer. Customer may withdraw from this Program upon sixty (60) days Notice to Avfuel. See Section 14 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in another Program.

AVTRIP PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S AVTRIP PROGRAM, THE FOLLOWING WILL APPLY:

1. Customer has been invited and has elected to participate in Avfuel's AVTRIP Program a marketing incentive program intended to reward pilots who choose to purchase fuel and services from participating Avfuel dealers.

2. Customer will:

2.1. Use its best efforts to enroll pilots in the AVTRIP Program.

2.2. Award all participating pilots two AVTRIP Points for each U.S. gallon of fuel purchased from Customer and, at Customer's discretion, a minimum of one point for each U.S. dollar, or part thereof, spent by a participating pilot for parts and services at Customer's facilities.

2.3. Pay to Avfuel, by deduction from amounts due to Customer or in cash if no amounts are due Customer, \$ 01 for each AVTRIP point awarded.

2.4. Maintain complete records of all points earned by participating pilots.

2.5. Train its personnel in the operation of the AVTRIP Program, and prominently post written materials relating to AVTRIP in and around its facilities in order to encourage pilot participation in the program, and

2.6. Promptly send all enrollments to Avfuel so that the enrollee can be added to the list of AVTRIP participants. Not less frequently than every two weeks, Customer will send Avfuel copies of all records pertaining to points earned by pilots that have not been previously reported via POS transmission, and remit to Avfuel all sums due hereunder.

3. Avfuel will:

3.1. Act as the administrator of the AVTRIP Program; and

3.2. Include the AVTRIP Program in its local, national and international marketing and advertising efforts as it deems appropriate to encourage pilot participation in the AVTRIP Program.

4. The price charged to any pilot for fuel, parts or service shall not be based on whether a pilot participates in the AVTRIP Program.

5. Avfuel reserves the unilateral right to amend, suspend, or terminate the AVTRIP Program at any time effective upon written notice to the Customer. Avfuel also reserves the right to terminate any individual's participation at any time for misuse of the AVTRIP card, violation of the rules of the program, or inactivity for a period of twelve (12) consecutive months. Customer may withdraw from this Program upon ninety (90) days Notice to Avfuel. See Section 14 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in any other program.

CREDIT AND CHARGE CARD ACCEPTANCE PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S CREDIT AND CHARGE CARD ACCEPTANCE PROGRAM, THE FOLLOWING WILL APPLY:

1. Customer has been invited and has elected to participate in Avfuel's Credit and Charge Card Acceptance Program (the "Charge Card Acceptance Program") Accordingly, Customer may honor any valid credit or charge card listed as accepted in the most current Acceptable Card List ("ACL") issued by Avfuel and published in its website at Avfuel.com (the "Accepted Cards") for the purchase by the party to which that card is issued (the "Cardholder") of products and services if the purchase has been specifically approved by Avfuel.

2. Customer shall prepare a voucher for each transaction (a "Card Transaction") with an Accepted Card (a "Voucher") and shall promptly submit that Voucher to Avfuel. The term "Voucher" means an electronically prepared credit card slip or other written record of a credit sale in form acceptable to Avfuel that has been fully completed by Customer and for which Customer is returning a copy signed by a person authorized to use that Accepted Card (an "Authorized User"). Each Voucher must be submitted electronically by means of an approved point of sale machine or point of sale software system (a "POS Device") in accordance with the instructions contained in the then current edition of Avfuel's Manual that can be viewed or downloaded at Avfuel's website at Avfuel.com. In all Card Transactions, the Customer is responsible for making sure that the card presented is an Accepted Card and is not expired, and that the person signing the Voucher is an Authorized User. In Card Transactions where the Voucher is first prepared manually, the Customer is also responsible to make sure that the Voucher is complete and legible. If imprinted and hand written amounts on a Voucher do not agree the lesser amount shall be presumed to be correct. The Customer shall make a manual imprint of all cards electronically processed but requiring that the card number be entered manually, in order to prove that the card was present at the time of sale. "Promptly" means batches of Vouchers should be submitted (settled) at least once per day and by 11:00 PM Central Time but in no case any less frequently than once every 72 hours. Customer must keep copies of signed Vouchers and summaries for a period of seven (7) years and supply Avfuel with duplicates if requested. Manual Card Transactions are for pre-arranged emergency processing only and are not accepted under most circumstances. Higher discount rates apply for manual Card Transactions and electronic Card Transactions not settled and received daily by 11 pm Central Time.

3. Upon receipt from the Customer of a properly prepared and processed Vouchers together with any necessary summaries thereof on forms prescribed by Avfuel at its website at Avfuel.com, Avfuel shall, on its normal schedule, remit to Customer or, as Avfuel may elect, credit Customer's fuel purchase account with Avfuel, in an amount equal to the total face amount of all such Vouchers less such discounts as applicable according to Avfuel's then current Accounts Receivable Discounts Schedule ("ARDS") issued to Customer by Avfuel and subject to adjustments and chargebacks as provided in Section 7 below and less any fees for AVTRIP joint awards. In addition to any lien rights which Avfuel might otherwise possess as a result of services provided to the Cardholder upon Customer's receipt of the payment or credit from Avfuel for the Vouchers generated from the Customer's sales to that Cardholder, the Customer automatically and irrevocably transfers to Avfuel any lien rights that Customer has or may have with respect to any property owned by the Cardholder arising from the Card Transaction(s) for which those Vouchers were issued. Avfuel's ARDS is subject to change upon five (5) days prior written Notice.

4. Customer acknowledges merchant processing instructions and rules and regulations established by the issuers of the Accepted Cards (the "Issuers") in the Issuers' websites that are included in or referenced to Avfuel's website at Avfuel.com and agrees to abide by these instructions, rules and regulations, as updated from time to time by the Issuers. Furthermore Customer agrees to comply with all Data Security Standards and Data Security Policies of the Issuers (the "PCEDSOP Requirements") and certifies to Avfuel that it is and will continue to be compliant with those PCEDSOP Requirements. Customer shall defend, indemnify and hold harmless Avfuel and its credit card processor from any claims based on Customer's non-compliance with Customer's commitments in this Section including but not limited to penalties, fines, and any costs incurred in responding to any action alleging such non-compliance. Customer understands that failure to be fully compliant with the PCEDSOP Requirements may result in loss of right to process Card Transactions under the Charge Card Acceptance Program.

5. Customer acknowledges receipt of, and agrees to observe, Avfuel's current instructions for recording and processing Card Transactions that are included in Avfuel's website at Avfuel.com. Avfuel reserves the right to amend any and all instructions in its website, and to add new instructions to its website from time to time, and Customer agrees to be bound by all such amendments and new instructions. Avfuel also reserves the right to issue new or revised forms, POS Machines, software and equipment from time to time, and to issue instructions regarding their use to be effective upon five (5) days prior written Notice.

6. Customer shall be solely liable and responsible for charging and subsequent remittance of all taxes to the proper authorities for all Card Transaction regardless of whether charged to purchaser. Avfuel does not assume any responsibility for the setup, tax rate, reporting or payment of any tax applicable to sales or other transactions resulting in credit card accounts receivable and Customer shall defend, indemnify and hold harmless Avfuel from any such claims. CUSTOMER IS SOLELY RESPONSIBLE FOR KNOWING THE TAXES THAT MUST BE CHARGED FOR EACH CARD TRANSACTION AND FOR PROPER SETUP FOR TAXES IN ANY ELECTRONIC SYSTEM AND THE MAINTENANCE OF THAT ELECTRONIC SYSTEM.

7. Without limiting the generality of other provisions of this Agreement or in Avfuel's website at Avfuel.com pertaining to charge backs, it is specifically understood and agreed that Avfuel may decline to accept or, if accepted, may subsequently charge back to Customer any Voucher:

- 7.1. Where any of the required information is omitted or illegible;
 - 7.2. That is imprinted or processed with an expired credit card;
 - 7.3. Covering a purchase not authorized by the Cardholder or involving fraud or any misuse of a credit card by the purchaser with or without Customer's knowledge;
 - 7.4. Covering a transaction that has not been authorized by Avfuel or does not carry a valid authorization code;
 - 7.5. Covering a transaction or series of related transactions (constituting in the reasonable opinion of Avfuel a single sale transaction) the aggregate face amount of that exceeds any of the single sale limitations to which the parties hereto may agree;
 - 7.6. That becomes the subject of a dispute between Customer and Cardholder, including but not limited to cases where the Customer did not conspicuously post at its facility and print on a work order signed by the Cardholder the Customer's return policy for goods and services;
 - 7.7. Where the Authorized User has not received a copy of the Voucher;
 - 7.8. For which Customer has received or will receive any payment or reimbursement from any person other than Avfuel;
 - 7.9. Where Customer has granted any right of ownership or security interest to any person other than Avfuel unless the invoice is accompanied by a written waiver of such interest;
 - 7.10. Presented by Customer to Avfuel more than ten (10) days after the transaction date;
 - 7.11. If the Card Transaction occurred or was settled after the date of expiration or termination of this Agreement;
 - 7.12. Created by any person other than Customer, or in any transaction other than a Card Transaction in which Customer has sold merchandise or services to a purchaser presenting an Accepted Card for use in payment for that Card Transaction;
 - 7.13. That are charged back to Avfuel by an Issuer for any reason at all;
 - 7.14. That in any other manner, does not conform to this Agreement or with Avfuel's or Issuer's instructions for recording and processing Card Transactions in its website at Avfuel.com;
8. In the event that a charge back exceeds the credit balance in Customer's fuel purchase account then carried by Avfuel, Customer agrees to pay such excess within three (3) days after notice that such excess is due. Upon reimbursement, title to the Voucher(s) that include such excess and the indemnities represented thereby (to the extent of such excess) shall pass to Customer. If any funds come into Avfuel's possession for any voucher that has previously been charged back to Customer, Avfuel will promptly credit the full amount thereof to Customer's account. Avfuel's charge back rights and rights of recourse against Customer shall survive the termination of this Agreement.

9. Cash advances may not be charged on any Accepted Card and charges for fuel or Vouchers shall only include charges for fuels from stocks delivered by and purchased from Avfuel.

10. From time to time, Avfuel will send Customer a Credit Card Remittance Summary for Customer's information showing in such detail as Avfuel may deem appropriate the Card Transactions and amounts that have been credited to Customer's account or paid to Customer during the period since the last report. The failure of Avfuel to furnish a Summary shall not relieve Customer of any obligations under the Charge Card Acceptance Program. Customer agrees to review all such Summaries promptly after receipt. In any event, Customer shall be solely responsible for making sure that it has received proper payment for each Card Transaction submitted. Customer shall have forty-five (45) days from the date of a Card Transaction to provide Avfuel Notice that the Card Transaction has not been properly accounted for or that payment has not been received. If no such Notice is given, such Card Transaction shall be conclusively presumed to have been settled and closed.

11. Avfuel reserves the unilateral right to amend, suspend, or terminate Charge Card Acceptance Program at any time effective upon written notice to the Customer. Customer may withdraw from the Charge Card Acceptance Program upon 60 days Notice. Termination of Customer's participation in the Charge Card Acceptance Program shall not be construed as terminating the Agreement or Customer's participation in any other Program.

12. This Charge Card Acceptance Program is further governed by the Avfuel Corporation AISA General Terms and Conditions, latest edition, as updated from time to time and published at Avfuel.com. In the case of conflicts, the terms of this Charge Card Acceptance Program shall prevail.

CONTRACT FUEL DEALER PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S CONTRACT FUEL DEALER PROGRAM, THE FOLLOWING WILL APPLY:

1. Customer has been invited and has elected to participate in Avfuel's Contract Fuel Dealer Program (the "CFD Program"). Accordingly, Customer agrees to sell and deliver to clients who participate in Avfuel's Contract Fuel Program (the "CFCs" or a "CFC") as the context may require aviation fuel supplied by Avfuel and other products and services supplied by the Customer. A CFC is a person or entity that has executed a Contract Fuel User's Agreement with Avfuel or that is specifically authorized in writing, in accordance with authorization procedures established from time to time by Avfuel, and is included in a listing of purchasers eligible to purchase aviation fuel and other products and services under the CFD Program. The Customer will secure authorization from Avfuel before completing a sale to a CFC and the failure to obtain such authorization may result in Avfuel's dishonor of the invoice for that sale.

2. Subject to agreement between Customer and Avfuel, Products supplied hereunder shall be supplied from either Avfuel inventory on site or from Customer inventory. If, as a convenience to Customer, Avfuel maintains inventory at Customer's facility then Customer agrees to the following: (a) if Avfuel's inventory is held separately to a segregated storage facility, Customer will withdraw fuel from that facility only to supply authorized CFCs and (b) if Avfuel's inventory is commingled with the inventory of the Customer (and, if applicable, third parties) in unsegregated facilities, Customer will not use or permit others to use Avfuel's inventory to supply parties other than authorized CFCs and to that end Customer shall not at any time make or permit withdrawals from that facility that would reduce the fuel in such facilities below the level of Avfuel's inventory (and, if applicable, the inventories of third parties). Customer shall measure Avfuel's inventory and reconcile that inventory on an ongoing basis. Reconciliation reports, in a form satisfactory to Avfuel, shall be delivered to Avfuel no later than the 5th day following the end of each month. If Avfuel's inventory is commingled in an unsegregated storage facility, gains and losses shall be allocated proportionally to the parties sharing the storage facility based on receipts of fuel during the month and losses shall be limited to no more than 1% of total receipts for per annum. Book inventory shall be adjusted to coincide with actual inventory each month. Unless the Products are contaminated by an act or omission of Dealer, Avfuel will be liable if the Products do not conform to specifications. If the Products are supplied from the Customer's inventory, the Customer will be liable if the Products do not conform to specifications. Customer shall examine Avfuel's inventory level in accordance with Avfuel's guidelines and shall specify when ordering fuel whether that fuel is for Customer use Avfuel's inventory (which is subject to approval by Avfuel).

3. Under the CFD Program, all aviation fuel delivered by the Customer to a CFC will be deemed sold by Avfuel and will be at the prices and terms independently established between Avfuel and the CFC. If Avfuel maintains an inventory of aviation fuel at the Customer's premises, then aviation fuel supplied by the Customer to CFCs will be drawn from Avfuel's inventory. If Avfuel does not

maintain an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied to a CFC is drawn from the Customer's inventory and Avfuel will account for that aviation fuel by issuing a credit to the Customer, equal to the Customer's cost for that aviation fuel, including applicable taxes, based upon the Customer's cost for the last load of aviation fuel purchased from Avfuel prior to the date of supply to the CFC.

4. The charges for all aviation fuel supplied to the CFC will be payable solely to Avfuel. Avfuel will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Avfuel will invoice and collect those charges and taxes from the CFC. Avfuel, as the seller of all aviation fuel supplied to the CFC, will be the holder of and have the sole right to exercise all lien rights under applicable law on the aircraft into which that aviation fuel is supplied. In addition to any lien rights which Avfuel might possess as a result of services provided to a CFC, upon Customer's receipt of the credit from Avfuel for the vouchers generated from the Customer's deliveries of fuel to that CFC, the Customer automatically and irrevocably transfers to Avfuel any lien rights that Customer has or may have with respect to any equipment or other property owned by the CFC arising from such deliveries of fuel.

5. In all sales of aviation fuel drawn from Avfuel's inventory, title to that aviation fuel will be retained by Avfuel until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass to the CFC. In all sales of aviation fuel drawn from Customer's inventory, title to that aviation fuel will be retained by the Customer until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass instantaneously first to Avfuel and then to the CFC. The risk of loss or contamination of aviation fuel will be borne at each point in time by the party who or which holds title to that aviation fuel at that point in time. If, while Avfuel holds title, any aviation fuel is lost or contaminated as a result of the acts or omissions of the Customer, then the Customer will be liable to Avfuel for that loss or contamination.

6. The into-wing services provided by the Customer in delivering the aviation fuel to the CFC and any other services or products other than aviation fuel to the CFC for which a fee is charged will be deemed sold by the Customer to the CFC. The Customer's fees for into-wing services will be at a charge equal to the lowest charge imposed by the Customer to any other purchaser of aviation fuel at the FBO, less the discount that would be applicable to that charge under Avfuel's Credit and Charge Card Acceptance Program (in that Avfuel will incur the discount in collecting that charge from the CFC). All other services and products will be supplied at the Customer's normally established rates. Such other products may include, without limitation, lubricants, spare parts, food and other amenities. Such other services may include, without limitation, flowage fees, tie-down services, catering services and similar services that expedite deliveries and facilitate arrangements for the CFC. No cash advances will be permitted as "other products or services". The Customer will supply all such other products or services as an independent contractor to the CFC and not as an agent or a subcontractor of Avfuel.

7. All other products and services that are supplied by Customer to CFCs will be provided in accordance with procedures and quality standards that are commercially reasonable and that comply with all legal requirements in the jurisdiction where the Customer's facilities are located. Customer will be solely liable if such other products and services do not conform to such standards, procedures or requirements.

8. The charges for all other products and services supplied by the Customer to the CFC will be payable solely to the Customer. The Customer will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Customer may directly invoice and collect such charges from the CFC. Alternatively, at the Customer's option, Customer may assign to Avfuel for collection the account receivable from the CFC for other products and services supplied by the Customer to a CFC (a "CFC Receivable"). If the Customer assigns a CFC Receivable to Avfuel, then Avfuel will issue a credit to the Customer's account for the amount of that CFC Receivable, and Avfuel will thereafter invoice, collect and retain those charges from the CFC.

9. Any fees for any services supplied by the Customer in the delivery of aviation fuel to a CFC, including, without limitation, any flowage fees or into-wing fees, will be earned by the Customer only after it has completed delivery of the entire load of aviation fuel into the aircraft of the CFC and title to that aviation fuel has passed to the CFC. Initial into-wing fees are established in the Special Terms and Conditions and, subject to the "most favored customer" provision in Paragraph 6, Customer may change those fees upon seven (7) days written Notice to Avfuel.

10. Customer will generate a written record (a "Ticket") of all aviation fuel supplied to a CFC at the Customer's facility. Each Ticket will include the following information: the CFC's name, the authorization number, pilot's name, aircraft registration number, flight or ID number provided by the CFC if applicable (transaction date(s)), and type and quantity of fuel products provided, as measured in U.S. gallons. In addition, if the Customer assigns to Avfuel the CFC Receivable for other products and services supplied by the Customer to the CFC, the Customer will include in the Ticket the type and quantity of such other products or services and the charges payable by the CFC for such other products or services. Any charges for such other products or services must be separately stated and clearly identified as fees charged by the Customer that are separate from and independent of the amounts charged by Avfuel for aviation fuel. The pilot or other responsible representative of the CFC shall sign and be given a copy of the completed Ticket.

11. The Ticket (or all information required to be shown on the Ticket) for each sale to a CFC shall be delivered to Avfuel by POS Transmission or facsimile within twenty-four (24) hours following the completion of that sale. The original Tickets shall be kept on file by Customer for a period of five (5) years from the invoice date and will be sent to Avfuel upon request. Avfuel will from time to time provide Customer with instructions for processing these transactions and may provide the forms for doing so. Avfuel reserves the right to change these procedures upon seven (7) days written Notice to Customer.

12. The total amount due with respect to each Ticket shall be paid or credited to Customer's by Avfuel within ten (10) days following Avfuel's receipt of the ticket.

13. Except as provided herein, all Tickets will be accepted by Avfuel without recourse. The exceptions are: a) Customer warrants the validity of all charges, and any charge that is disputed by the CFC, correctly or incorrectly, on grounds that the charge is invalid or inaccurate or that the aviation fuel, products or services supplied were unsatisfactory may be charged back to Customer at Avfuel's option, b) charges not previously authorized by Avfuel may be charged back to Customer at Avfuel's option, and c) any Ticket that is incomplete, illegible or is otherwise not prepared in accordance with Avfuel's processing instructions may be charged back to Customer at Avfuel's option.

14. Avfuel has invited the Customer to participate as a CFD in the CFD Program on the expectation and condition that (a) the Customer's deliveries of aviation fuel at the Delivery Addresses will be limited to deliveries to end users of that fuel pursuant to direct sales by the Customer to those end users and deliveries to purchasers listed as CFC's to facilitate direct sales by Avfuel to those CFC's pursuant to the CFD Program; (b) the Customer will make deliveries of aviation fuel at the Delivery Addresses to purchasers listed as CFC's only pursuant to the CFD Program, and will not make direct sales to those CFC's and (c) except for sales pursuant to the CFD Program to purchasers listed as CFC's for brokered resale by those CFC's to end users, the Customer will not make any deliveries of aviation fuel at the Delivery Addresses pursuant to brokered sales (i.e. sales to end users in which a third party receives a brokerage margin or commission or other fee from the Customer or the end user or sales to third parties who resell the fuel to end users). The Customer acknowledges that these conditions are necessary to preserve Avfuel's continuing investment in developing and maintaining the network of participating fixed base operators and participating end users for the CFD Program and that Customer's failure to comply with these conditions will result in Avfuel's exercise of the right pursuant to Section 15 to discontinue the Customer's participation in the CFD Program.

15. Avfuel reserves the unilateral right to amend, suspend, or terminate the CFD Program at any time effective upon written notice to the Customer. Customer may withdraw from the CFD Program at any time upon 60 days Notice to Avfuel. See Section 14 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in any other Program.

AVSurance PRIMARY COMMERCIAL INSURANCE PROGRAM;

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN THE AVSurance PRIMARY COMMERCIAL INSURANCE PROGRAM, THE FOLLOWING WILL APPLY:

1. Customer has been invited to, and has elected to, participate in the Avsurance Primary Commercial Insurance Program.
2. Customer agrees to file an application and request for a quote for all insurance policies related to its aviation business. All price quotes from Avsurance contain Avsurance proprietary information, are confidential, and may not be disclosed to

any person other than employees and agents of Customer with a bona fide need to have such information and that have signed a non-disclosure agreement that is satisfactory to Avsurance.

3. Customer may accept or reject any quote for an individual policy, and the acceptance of any specific quote shall not be conditioned on the acceptance of any other quote.

4. Upon Customer's acceptance, Avsurance will bind the coverage and have the policy issued in due course.

5. Avfuel reserves the unilateral right to amend, suspend, or terminate the Program at any time effective upon written notice to the Customer. Termination of this Program shall not be construed as terminating the Agreement or Customer's participation in any other Program.

EQUIPMENT LEASE PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S EQUIPMENT LEASING PROGRAM, THE FOLLOWING WILL APPLY:

1. Customer has elected to participate in Avfuel's Equipment Lease Program. Accordingly, Avfuel, either for its own account or through one of its subsidiaries, agrees to deliver and lease the equipment identified in the Special Terms and Conditions (the "Equipment") at the lease rates shown in the Special Terms and Conditions to Customer for its sole use. All additional equipment or replacement equipment delivered to Customer but not listed in the Special Terms and Conditions shall also constitute Equipment subject to the provisions of this section. For example, Customer may lease POS equipment from Avfuel at the then current lease price. Customer hereby agrees to pay Avfuel in advance the monthly lease payments prorated for any partial month. Avfuel may increase the rent during the term of the Lease upon 30 days written Notice. Customer shall be permitted to notify Avfuel within the first 15 days of that Notice period of its intention to terminate the lease effective on the date that the increase goes into effect. If Avfuel rescinds the rate increase, the lease shall continue in effect at the then current rates. If it does not rescind the increase, the lease shall expire on the date the increase goes into effect. Unless otherwise agreed, the term of the lease of each item of Equipment (a "Lease") shall correspond to the term of this Agreement.

2. Avfuel will advance the costs for the transport of the Equipment from the Avfuel facility to the Customer's facility and the responsibility for those costs will be as follows: (a) if the initial term of the Lease is less than five (5) years, at the time of delivery of the Equipment Avfuel will invoice the Customer for those advanced costs and the Customer will pay that invoice within twenty (20) days, (b) if the initial term of the Lease is five (5) years or more but is terminated before the end of the first five (5) years of that initial term as a result of the default by the Customer (truck lease being terminated for any reason other than a Default by Avfuel), then at the time of that termination, Avfuel will invoice the Customer for those advanced costs and the Customer will pay that invoice within twenty (20) days, and (c) if the initial term of the Lease is at least five (5) years and is not terminated before the end of that initial term, then Avfuel will bear those advanced costs without any right of reimbursement from the Customer.

3. Customer shall inspect the Equipment and shall make a written notes as to any defects that are observed. A copy of all such notes shall be faxed or emailed to Avfuel within forty eight (48) hours after the Equipment is delivered to the Customer. The failure to make and deliver those notes within that period will constitute the Customer's acknowledgement that there were no defects in the Equipment at the time delivered to the Customer.

4. Avfuel warrants that it has all necessary rights to lease said Equipment to Customer. Further, the parties agree that as between themselves, Avfuel has title to the Equipment and Customer shall keep the Equipment free of liens and shall not do or permit anything to be done that will prejudice the title of Avfuel or its rights in the Equipment. Each item of Equipment shall bear a legend denoting it as the property of Avfuel and Customer shall not remove or deface that legend under any circumstances. Customer also agrees and understands that Avfuel may file such evidence of its ownership of the equipment as may be necessary in the state where the equipment is located.

5. AVFUEL MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING DEFECTS IN MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PURPOSE, OR WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT THAT APPEARS IN THE SPECIAL TERMS AND CONDITIONS.

6. Any of the Equipment that is used to store or transport Products shall be used solely for storing or transporting Products supplied to Customer under this Agreement.

7. The Equipment shall not be moved from the facility to which it was delivered nor operated on any public road without the prior written consent of Avfuel.

8. Customer will comply with all laws, ordinances and regulations applicable to the possession, operation or use of the Equipment and will demonstrate compliance upon request.

9. The maintenance obligations with regard to the Equipment are as follows:

9.1 Except as set forth in Section 9.2 below, Customer will maintain the Equipment in as good a condition as it was on the day of delivery, normal wear and tear excepted. Customer shall, at its sole expense, provide all preventative maintenance (including but not limited to lubrication, oil and filter changes, etc.), repairs, and replacement parts as are necessary to preserve the Equipment in good operating condition and in compliance and in conformity with all laws, rules, regulation, and industry standards which are applicable to the operation of the Equipment. Customer shall also be responsible for all meter calibration and verification (meters are not calibrated or certified when delivered) and all tire maintenance, repair, and replacement. **CHANGING A TIRE ON A REFUELER TRUCK IS VERY DANGEROUS AND MUST NOT BE ATTEMPTED BY UNTRAINED PERSONNEL. CUSTOMER AGREES THAT IT WILL PERMIT TIRES TO BE CHANGED ONLY BY AN OUTSIDE CONTRACTOR WHO IS PROFESSIONALLY TRAINED TO DO SUCH WORK.** Customer shall keep complete and accurate maintenance records and Avfuel is entitled to inspect the Equipment and the maintenance records at any time during regular business hours. At Avfuel's option, any item of repair or maintenance that would be the responsibility of Customer may be performed by Avfuel and billed back to Customer as additional rent. Customer shall not make any alterations or modifications to the Equipment of any kind including but not limited to painting, mounting of radios or antennas, applying decals or lettering without the prior express written consent of Avfuel.

9.2 Avfuel shall be responsible for the following refueler truck repairs when, in its opinion, repair is necessary: overhauls or replacement of the engine, transmission, differential, or belly valve. Avfuel shall be permitted access to the Equipment at any reasonable time in order to perform the repairs and modifications, which are its obligation hereunder. Repairs and maintenance to be performed by Avfuel shall be completed within a reasonable time after it learns of the need for such repairs. Avfuel assumes no responsibility for loss of use or any other items of ancillary damage, which may be caused by, or result to Customer by reason of the fact that the Equipment becomes inoperable. If any such repair or maintenance is required as the result of intentional conduct, negligence or failure to perform repair or maintenance on the part of Customer or any of Customer's agents or employees, Customer shall be liable for all costs associated with performing such repairs and/or maintenance.

10. Customer shall be responsible for all Federal, State, and local taxes, fees, etc. that are assessed on the use or value of the Leased Equipment, including but not limited to, personal property, sales, and use taxes.

11. Customer shall secure insurance against any damage to or loss of the Equipment with coverage equal to the actual cash value of the Equipment and with the limitation of that coverage not less than the amount specified for that Equipment in the Special Terms and Conditions. Insurance policies shall be issued by insurance companies acceptable to Avfuel (which acceptance may not be unreasonably withheld) shall name Avfuel, or its subsidiary as loss payee, and shall provide for at least thirty (30) days' written Notice to Avfuel prior to cancellation or modification. Customer shall maintain such policies in full force and effect for the equipment for so long as Customer continues to lease that Equipment.

12. CUSTOMER AGREES TO INDEMNIFY AND HOLD AVFUEL AND/OR THE OWNER OF THE EQUIPMENT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, EXPENSES (INCLUDING ATTORNEY'S FEES), OBLIGATIONS AND CAUSES OF ACTION FOR INJURY TO OR DEATH OF ANY AND ALL PERSONS, OR FOR DAMAGE TO OR DESTRUCTION OF ANY OR ALL PROPERTY ARISING OUT OF OR RESULTING FROM THE CONDITION,

EXISTENCE, USE OR MAINTENANCE OF THE EQUIPMENT.

13. Upon termination of any Lease, at any time and for any reason, Customer shall (a) return the Equipment to Avfuel in as good condition as when Customer received it, normal wear and tear excepted, (a) pay for any necessary repair and replacement of any damages or missing Equipment, and (c) pay all costs for the transport of the Equipment from the Customer's facility to Avfuel's facility. If Customer breaches any of these commitments, Avfuel may advance those costs and invoice the Customer for those costs and the Customer will pay that invoice within twenty (20) days.

14. Avfuel reserves the unilateral right to amend, suspend, or terminate the Equipment Lease Program at any time effective upon written notice to the Customer. Termination of this Program shall not be construed as terminating the Agreement or Customer's participation in any other Program.

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 9.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director

Meeting Date: March 4, 2025

Re: Discussion on Adoption of Resolution 2025-08, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2026, in the Amount of \$2,000,000.00.

Item Summary:

Discussion on Adoption of Resolution 2025-08, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2026, 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.

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 2025-08, a Resolution Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2026, in the Amount of \$2,000,000.00.

ATTACHMENTS:

Description

Resolution 2025-08

Letter

**VILLAGE OF RUIDOSO
RESOLUTION 2025-08**

**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 2026 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 11th day of March 2025.

By: _____
Lynn D. Crawford, Mayor

(SEAL)

Attest: _____
Jini Turri, Village Clerk

Ronald L. Sena
313 Cree Meadows Drive
Ruidoso, NM 88345

February 25, 2025

Francisco Sanchez
NM DOT District Two Engineer
P.O. Box 1457
Roswell, NM 88202

Dear Mr. Sanchez,

The Village of Ruidoso (VOR) is applying for 2 million dollars from the Transportation Project Fund. The funding requested is enough to fully complete our project. We are requesting funding to repair three roads: 1. Meander Dr. (0.7mile), 2. Cree Meadows Dr. (1 mile), 3. White Mountain Meadows Drive (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.

Our quote is based on Cutler Repaving, Inc.'s state-wide pricing agreement. This will be a turn-key project to include pavement preservation, pavement rehabilitation, roadway striping, utility cover adjustments, traffic control, construction observation & testing. If awarded funding we will be ready and able to issue a purchase order through the state-wide price agreement to begin work on these three roads.

Thank you for your time and consideration in improving our local infrastructure. We are seeking approval and concurrence from District II due to the fact that our project is located within NMDOT-owned right-of-way.

Thank you for your time and consideration. If you have any questions, please do not hesitate to contact me at (575) 937-7647.

Best Regards,



Ronald L. Sena
Village Manager

Francisco Sanchez, PE
NMDOT District II Engineer

Date

GENERAL INFORMATION

Preparation Date: February 19, 2025

Project Title: Village of Ruidoso Roadway Maintenance Project

Requesting T/LPA: Village of Ruidoso
(Applicant)

Is there an approved Governing Body resolution for this application
 YES NO PENDING If pending, date expected March 11, 2025

Responsible Charge

Name: Ronald L. Sena

Title: Village Manager

Phone: 575-937-7647

Email: ronaldsena@ruidoso-nm.gov

PROJECT DESCRIPTION

Project Type (Check all that apply):

ROADWAY BRIDGE SAFETY PLANNING/DESIGN OTHER

If you chose "OTHER" please clarify here: _____

Project Scope: To complete 4.1 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on Meander Dr., Cree Meadows Dr., White Mountain Meadows Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay though the use of a heater scarify process and/or Micro Surfacing process.

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

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

Funding Source: _____

Previous Phase Project Scope: _____

Completion Date of Previous Phase: _____

Current Phase being requested: _____

Project Location

Route Number and/or Street Name: Road 1: Meander Dr., Road 2: Cree Meadows Dr., & Road 3: White Mountain Meadows Dr.

Project Termini: Road 1: Meander Dr./ Gavilan Canyon Rd. Road 2: Cree Meadows Dr./ Hull Rd.

Beginning Mile point and/or intersection: Road 3: White Mountain Meadows Dr./Hull Rd.

Ending Mile point and/or intersection: Road 1: Meander Dr./ Paradise Canyon Rd. Road 2: Cree Meadows Dr./ NM HWY 48
Road 3: White Mountain Meadows Dr./ Sunny Slope Dr.

Total length of proposed project: 4.1 Miles Road 1: 0.7 mile Road 2: 1 mile Road 3: 2.4 miles

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

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

Is the project located in full or in part within a department right-of-way or NHS route?

NO YES If yes, the project must be administered in accordance with the Tribal/Local Public Agency Handbook and follow all requirements and procedures.

Does the project tie into, connect or cross a department right-of-way or an NHS route, or will the project have an effect on existing improvements within a NMDOT right-of-way? "Letter of Approval" from the NMDOT District Engineer?

NO YES If yes, a "Letter of Approval" is required from the NMDOT District Engineer.

Will the project impact known environmental and/or cultural resources?

NO YES If yes, please clarify _____

Is this project tied to any past or future federal funding?

NO YES If yes, please identify _____

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

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

PLANNING

PRELIMINARY ENGINEERING/DESIGN

CONSTRUCTION

CONSTRUCTION MANAGEMENT & TESTING

*RIGHT OF WAY ACQUISITION**

* Projects that are for ROW acquisition will need to follow NMDOT ROW acquisition requirements if the entity intends to utilize federal funding in any subsequent project phase.

PROJECT COSTS:

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

T/LPA REVIEW:				
By: <i>Paul L. Sam</i>	Date: 02/19/25	Recommended:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
NMDOT DISTRICT REVIEW:				
By:	Date:	Recommended:	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<u>NMDOT District comments.</u>
<u>NMDOT Environmental Bureau comments.</u>

Topics to discuss during all PFF meetings:

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

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

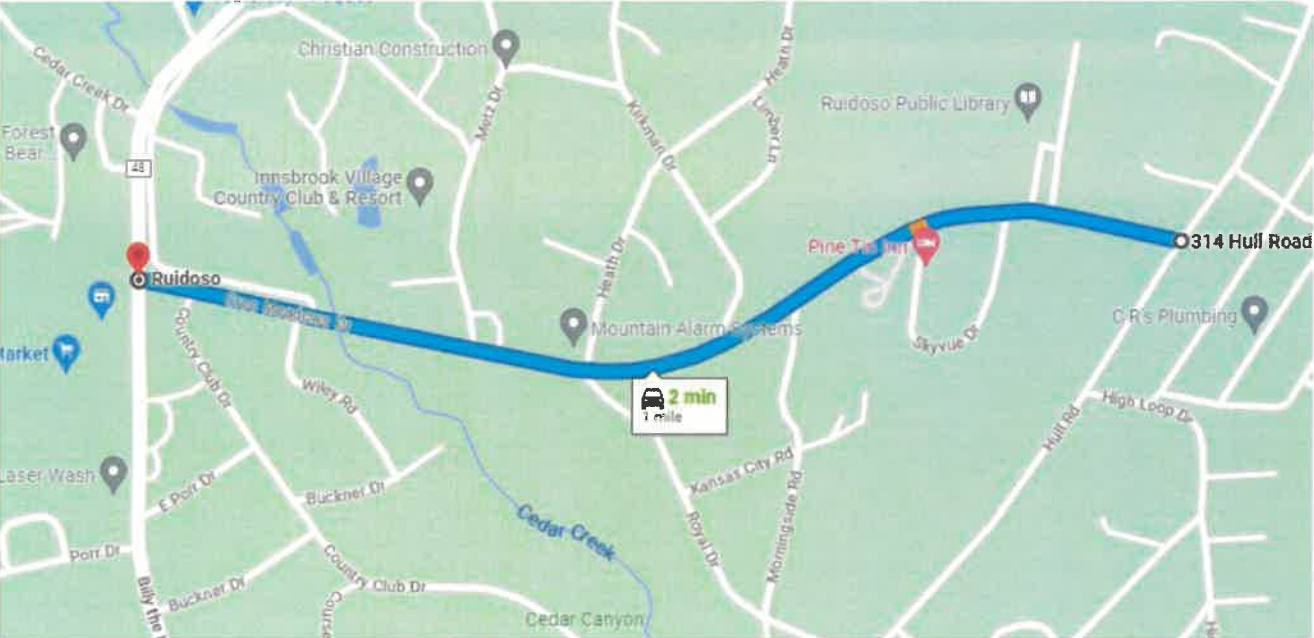
- Is the Tribal/Local Public Agency (T/LPA) familiar with the NMDOT T/LPA Handbook? Has the person in responsible charge attended one of the T/LPA Handbook trainings?
- Is the project within NMDOT ROW? If so, does the district support the project?
 - Are agreements necessary for maintenance and operations?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

Village of Ruidoso Roadway Maintenance Project

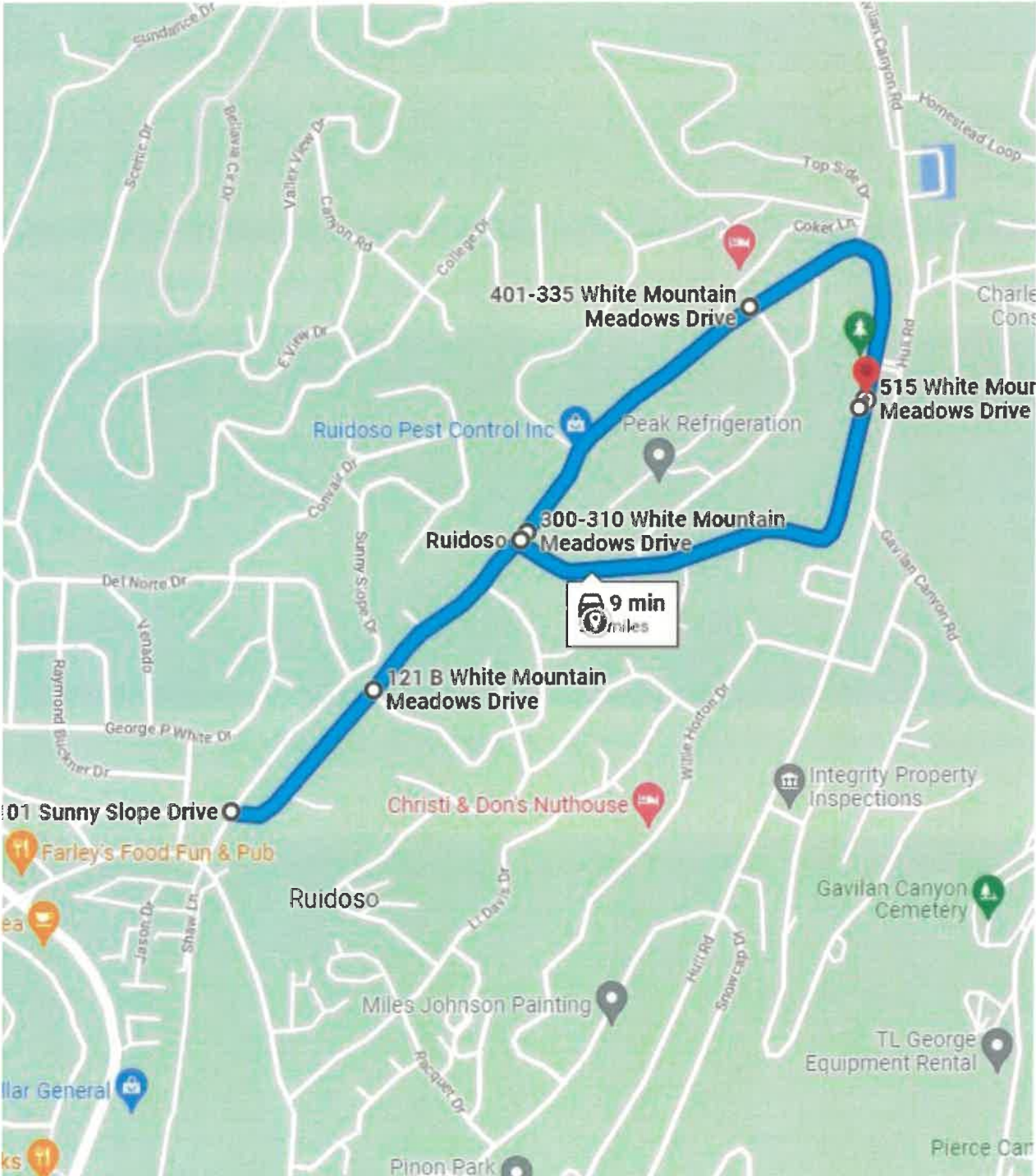
Road 1: Meander Drive 0.7 mile



Road 2: Cree Meadows Drive 1 mile



Road 3: White Mountain Meadows Dr. 2.4 miles



Ronald L. Sena
313 Cree Meadows Drive
Ruidoso, NM 88345

February 25, 2025

Mary Ann Burr, SERTPO Program Manager
Southeastern New Mexico Economic Development District
Council of Governments
1600 SE Main, Suite D
Roswell, NM 88203

Dear Ms. Burr,

The Village of Ruidoso (VOR) is applying for \$2 million dollars from the Transportation Project Fund. The funding requested is enough to fully complete our project. We are requesting funding to repair three roads: 1. Meander Dr. (0.7mile), 2. Cree Meadows Dr. (1 mile), 3. White Mountain Meadows Drive (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.

Our quote is based on Cutler Repaving, Inc. state-wide pricing agreement. This will be a turn-key project to include payment preservation, pavement rehabilitation, roadway striping, utility cover adjustments, traffic control, construction observation & testing. If awarded funding we will be ready and able to issue a purchase order within 90 days through the state-wide price agreement to begin work on these three roads. We are not asking for a hardship waiver and the amount of funding will be enough to cover the entire project. Our project is located in the NMDOT owned right-of-way. Project does not include federal funds.

Thank you for your time and consideration in improving our local infrastructure.

Best regards,



Ronald L. Sena
Village Manager

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 10.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Chief of Police

Meeting Date: March 4, 2025

Re: Discussion on Purchase of Code3 Technology's Mark43 CAD Dispatch Software through OMNIA Contract #226017-02 for Consolidated Dispatch in the Amount of \$91,728.00.

Item Summary:

Discussion on Purchase of Code3 Technology's Mark43 CAD Dispatch Software through OMNIA Contract #226017-02 for Consolidated Dispatch in the Amount of \$91,728.00.

Financial Impact:

The financial impact for this contract will be \$91,728 which will be paid for out of Computer Software (101-047-53004).

Item Discussion:

Discussion on Purchase of Code3 Technology's Mark43 CAD Dispatch Software through OMNIA Contract #226017-02 for Consolidated Dispatch in the Amount of \$91,728.00.

Recommendations:

To Discuss Purchase of Code3 Technology's Mark43 CAD Dispatch Software through OMNIA Contract #226017-02 for Consolidated Dispatch in the Amount of \$91,728.00.

ATTACHMENTS:

Description

Code3 Technology's Mark43 CAD software Quote



PROPOSAL

Mark43 Software – Ruidoso PD

Date: 1/19/2025

QUOTE: 23-508B

Cost Summary	
	Ruidoso Cost
Recurring Subscription	\$49,270.00
One-Time Cost	\$42,458.00
Total over 1yr Contract	\$91,728.00

Chief Steven Minner
 Ruidoso Police Dept.
 1085 Mecham Dr.
 Ruidoso, NM 88345
 575-258-7365

Customer ID: RPDNM001

Salesperson	Project	Payment Terms	Contract#
Clay Jeppsen	Mark43 CAD Software	Net 30	OMNIA Contract: 226017-02

Mark43 Platform (Recurring Subscription)	Quantity	Unit Price
CAD -Not to exceed 18 Sworn and 8 Dispatchers / Call-Takers -CAD Dispatcher/Call Taker -LE First Responder -CommSys: ConnectCIC	1	Included
		(Subscription) \$49,270.00

Professional Services (One-time Fee)

Mark43 Implementation Tenant • CAD Tenant	1	Included
		(One-time) \$42,458.00

Project Subtotals

Mark43 Platform: CAD	(Recurring Subscription)	1	\$49,270.00
Professional Services	(One-time Cost, year 1)	1	\$42,458.00
	-	-	-
Subtotal			\$91,728.00
Tax			\$0.00
Shipping			\$0.00
Total			\$91,728.00

Payment Schedule: 1 yr Term – Ruidoso PD Cost

Year	Due Date	Base Offer
1	Year 1 Payment, due per the following schedule:	\$91,728.00
	<i>Effective Date</i>	\$51,728.00
	<i>Application Setup</i>	\$20,000.00
	<i>Launch</i>	\$20,000.00
2	Subsequent (Non-contracted) years due on anniversary date	\$49,270.00
Total over 1st Contracted Year		\$91,728.00

ASSUMPTIONS:

This section outlines the relevant assumptions and considerations that were the basis for the offered quotes.

- This quote assumes 5 telecommunicators.
- This quote assumes Ruidoso Police Department will accept Mark43 standard terms and conditions.
- This quote assumes Ruidoso Police Department will be responsible for purchasing and maintaining hardware required to operate Mark43 or partner products.
- Mark43 RMS Report Writing - STANDARD LEVEL includes not to exceed 5 report types.
- Mark43 Case Management - STANDARD LEVEL includes not to exceed 1 case type, and standard fields and configurations.
- Mark43 Property and Evidence - STANDARD LEVEL includes standard fields and retention policies, and configurable storage locations
- This quote assumes that The Ruidoso Police Department will be utilizing the OMNIA Partners contract.
- This quote assumes no data migration or interfaces included in the scope of this offering

Thanks for your business!

*Quote expires **3/30/2025***



AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 11.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Chief of Police

Meeting Date: March 4, 2025

Re: Discussion on Purchase of Code3 Technology's Mark43 RMS Records Management Software through OMNIA Contract #226017-02 for the Police Department in the Amount of \$72,450.00.

Item Summary:

Discussion on Purchase of Code3 Technology's Mark43 RMS Records Management Software through OMNIA Contract #226017-02 for the Police Department in the Amount of \$72,450.00.

Financial Impact:

The financial impact for this contract will be \$72,450.00 which will be paid for out of the Computer Software line item (101-040-53004).

Item Discussion:

Discussion on Purchase of Code3 Technology's Mark43 RMS Records Management Software through OMNIA Contract #226017-02 for the Police Department in the Amount of \$72,450.00.

Recommendations:

To Discuss Purchase of Code3 Technology's Mark43 RMS Records Management Software through OMNIA Contract #226017-02 for the Police Department in the Amount of \$72,450.00.

ATTACHMENTS:

Description

Mark43 RMS Quote



PROPOSAL

Mark43 Software – Ruidoso PD

Date: 1/19/2025

QUOTE: 23-508A

Cost Summary	
	Ruidoso Cost
Recurring Subscription	\$33,950.00
One-Time Cost	\$38,500.00
Total over 1yr Contract	\$72,450.00

Chief Steven Minner
 Ruidoso Police Dept.
 1085 Mecham Dr.
 Ruidoso, NM 88345
 575-258-7365

Customer ID: RPDNM001

Salesperson	Project	Payment Terms	Contract#
Clay Jeppsen	Mark43 RMS Software	Net 30	OMNIA Contract: 226017-02

Mark43 Platform (Recurring Subscription)	Quantity	Unit Price
Analytics Analytics BI Suite Viewer (3 Licenses) Analytics BI Suite Explorer (1 License)	1	Included
Data Lake Base (1 Instance)	1	Included
RMS Report Writing – Standard -Not to exceed 18 Sworn -Not to exceed 5 reports types Case Management – Standard -Not to exceed 18 Sworn -Not to exceed 1 case type -Standard fields and configurations Property & Evidence Mgmt – Standard -Not to exceed 18 Sworn -Standard fields and retention policies -Configurable storage locations Fillable PDF's	1	Included
		(Subscription) \$33,950.00

Professional Services (One-time Fee)

Mark43 Implementation Tenant • RMS Tenant	1	Included
RMS Implementation • RMS Quickstart Implementation • RMS Training	1	Included

Interface Development • LexisNexis Crash	1	Included
		(One-time) \$38,500.00

Project Subtotals

Mark43 Platform: RMS, ANA, DAT	(Recurring Subscription)	1	\$33,950.00
Professional Services	(One-time Cost, year 1)	1	\$38,500.00
	-	-	-
	Subtotal		\$72,450.00
	Tax		\$0.00
	Shipping		\$0.00
	Total		\$72,450.00

Payment Schedule: 1 yr Term – Ruidoso PD Cost

Year	Due Date	Base Offer
1	Year 1 Payment, due per the following schedule:	\$72,450.00
	<i>Effective Date</i>	\$40,000.00
	<i>Application Setup</i>	\$16,225.00
	<i>Launch</i>	\$16,225.00
2	Subsequent (Non-contracted) years due on anniversary date	\$33,950.00
	Total over 1st Contracted Year	\$72,450.00

ASSUMPTIONS:

This section outlines the relevant assumptions and considerations that were the basis for the offered quotes.

- This quote assumes 18 sworn users.
- This quote assumes Ruidoso Police Department will accept Mark43 standard terms and conditions.
- This quote assumes Ruidoso Police Department will be responsible for purchasing and maintaining hardware required to operate Mark43 or partner products.
- Mark43 RMS Report Writing - STANDARD LEVEL includes not to exceed 5 report types.
- Mark43 Case Management - STANDARD LEVEL includes not to exceed 1 case type, and standard fields and configurations.
- Mark43 Property and Evidence - STANDARD LEVEL includes standard fields and retention policies, and configurable storage locations
- This quote assumes that The Ruidoso Police Department will be utilizing the OMNIA Partners contract.
- This quote assumes no data migration or interfaces included in the scope of this offering.

Thanks for your business!

Quote expires 3/30/2025



AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 12.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Police Chief

Meeting Date: March 4, 2025

Re: Discussion on Approval of Ruidoso Police Department Policy Increasing the Radius of Take Home Vehicles to Fifty (50) Miles.

Item Summary:

Discussion on Approval of Ruidoso Police Department Policy Increasing the Radius of Take Home Vehicles to Fifty (50) Miles.

Financial Impact:

The financial impact will be limited to increases in fuel and maintenance costs.

Item Discussion:

Discussion on Approval of Ruidoso Police Department Policy Increasing the Radius of Take Home Vehicles to Fifty (50) Miles.

Recommendations:

Discussion on Approval of Ruidoso Police Department policy Increasing the Radius of Take Home Vehicles to Fifty (50) Miles.

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 13.

To: Mayor Crawford and Councilors

Presenter(s): Eddie Ryan, Manager of Events and Strategic Partnerships

Meeting Date: March 4, 2025

Re: Discussion on Purchase of 2025 Chevrolet Suburban 4WD through Cooperative Educational Services (CES) Contract #2024-23-C116-ALL for Events and Strategic Partnerships Manager in the Amount of \$64,920.00.

Item Summary:

Discussion on Purchase of 2025 Chevrolet Suburban 4WD through Cooperative Educational Services (CES) Contract #2024-23-C116-ALL for Events and Strategic Partnerships Manager in the Amount of \$64,920.00.

Financial Impact:

The purchase is budgeted in the General Fund's Tourism Department's Capital Outlay - Vehicles line item (101-016-53001).

Item Discussion:

Purchase of 2025 Chevrolet Suburban 4WD through Cooperative Educational Services (CES) Contract #2024-23-C116-ALL for Events and Strategic Partnerships Manager in the Amount of \$64,920.00.

Recommendations:

To Discuss Purchase of 2025 Chevrolet Suburban 4WD through Cooperative Educational Services (CES) Contract #2024-23-C116-ALL for Events and Strategic Partnerships Manager in the Amount of \$64,920.00.

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 14.

To: Mayor Crawford and Councilors

Presenter(s): Alex Koenig, Community Development Director,
Stephanie Warren, GIS Coordinator/Planner

Meeting Date: March 4, 2025

Re: Discussion on Approval or Denial of Request to Schedule a Public Hearing on April 8, 2025 for Request to Appeal Denial of Planning Commission Case PV 2025-3. The Planning Commission held a Quasi-Judicial Public Hearing on February 4, 2025 Where the Variance to Encroach 19.4 Feet into the 20-Foot West Front Yard Setback and 6.7 Feet into the 20-foot North Side Yard Setback to Construct a 20' by 22' Carport was Unanimously Denied.

Item Summary:

Discussion on Approval or Denial of Request to Schedule a Public Hearing on April 8, 2025 to Hear an Appeal Denial of Planning Commission Case PV 2025-3. The Planning Commission held a Quasi-Judicial Public Hearing on February 4, 2025 Where the Variance to Encroach 19.4 Feet into the 20-Foot West Front Yard Setback and 6.7 Feet into the 20-foot North Side Yard Setback to Construct a 20' by 22' Carport was Unanimously Denied.

Financial Impact:

None.

Item Discussion:

The property owner of 106 Torreon Loop has submitted a request to appeal the denial of a variance request by the Planning Commission. Per section 54-62 Appeals to Council (b) Notice of appeal. Any aggrieved person or any officer, department, board or bureau of the village affected by a decision of the planning commission may appeal to the council by filing a notice of appeal with the planning administrator. **The notice shall specify the error in the decision made by the planning commission in the enforcement of this article or of any ordinance adopted pursuant thereto.** The notice shall be filed within 15 days of the decision which is being appealed. Within ten working days of receipt of the appeal, the planning administrator shall forward the notice of appeal to the village clerk along with a request to schedule a hearing on the appeal before village council.

If the Council denies the request for a public hearing, the decision of the Planning Commission will be upheld.

Recommendations:

To Discuss Request to Schedule Public Hearing on April 8, 2025 for Request to Appeal Denial of Planning Commission Case PV 2025-3. The Planning Commission held a Quasi-Judicial Public Hearing on February 4, 2025 Where the Variance to Encroach 19.4 Feet into the 20-Foot West Front Yard Setback and 6.7 Feet into the 20-foot North Side Yard Setback to Construct a 20' by 22' Carport was Unanimously Denied.

ATTACHMENTS:

Description

Application For Appeal and Justification Letter

Denial Letter by the Planning Commission

Planning & Zoning Application

Check all that apply

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

Names & Contact Information Please check preferred method of contact

* Applicant DON HICKMAN	<input type="checkbox"/> Mailing Address 106 TORREON LOOP	<input type="checkbox"/> Phone 994 817 541 1212	<input type="checkbox"/> Email YABER DONRUIFBOT	Interest in Property OWNER
* Agent MARK YOUNGER	<input type="checkbox"/> Mailing Address 88345	<input type="checkbox"/> Phone 817 541 994 1212	<input type="checkbox"/> Email	Interest in Property
Owner, if other than Applicant SAME	<input type="checkbox"/> Mailing Address SAME	<input type="checkbox"/> Phone	<input type="checkbox"/> Email	Interest in Property
Surveyor	<input type="checkbox"/> Mailing Address	<input type="checkbox"/> Phone	<input type="checkbox"/> Email	Interest in Property
Engineer	<input type="checkbox"/> Mailing Address	<input type="checkbox"/> Phone	<input type="checkbox"/> Email	Interest in Property
Developer, if other than Applicant	<input type="checkbox"/> Mailing Address	<input type="checkbox"/> Phone	<input type="checkbox"/> Email	Interest in Property
Builder/general contractor	<input type="checkbox"/> Mailing Address	<input type="checkbox"/> Phone	<input type="checkbox"/> Email	Interest in Property

Location of Request

* Street Address 106 TORREON LOOP	Major Cross Streets N/A	Subdivision COUNTY CLUB ESTATE	Lot(s)/Tract(s) LOT 1	Block 10
--------------------------------------	----------------------------	-----------------------------------	--------------------------	-------------

Project Details (complete all that apply)

Present Zoning	Existing Setbacks				Existing Lots	Exist. Dwelling Units	Area (sq. ft.)
	Front	Rear	Left	Right			
Proposed Zoning	Proposed Setbacks				Proposed Lots	Proposed DU	Area (Acres)
	Front	Rear	Left	Right			
Off Street Parking		Flood Plain 100 Yr. Elev.	1 st Floor Elev.	Water Source <input type="checkbox"/> public <input type="checkbox"/> private		Sewer <input type="checkbox"/> public <input type="checkbox"/> private	
Indoor	Outdoor	Total	Permit No.	Permit No.			

Request (use separate sheet if necessary)

* Description CARPORT
Justification SEE ATTACHMENT

Applicant Signature

Date

[Signature] 2/13/25

DON HICKMAN

Home is located in a extremely
quite neighbor hood with very
little traffic

ONLY TRAFFIC IS Homeowners of
which quite a few are part timers
No Rentals in Area

Proposed CARTPORT would not impede
and vision problems to create
an unsafe traffic situation

The ONLY other location on the
property is down a steep hill
located 65 paces from entry
to home

I Am 78 AND wife is 68
THATS MORE EXERCISE THAN
OUR DOCTORS SAY WEE NEED

Thank You
Don Hickman

2/13/25 Don Hickman

Don Hickman
261 Riverview Rd
Millsap, TX 76066

Younger Design
425 Mechem Dr.
Ruidoso NM 88345

February 6, 2025

Re: Variance Approval Request Case #PV2025-3

Date of Hearing: February 4, 2025

Type of Request: Variance Approval Request

Applicant: Mark Younger, on behalf of Don Hickman

Village Exhibit List:

1. Variance Application
2. Case Study
3. Contact List
4. Written comments

Posting and Legal Notice: January 17, 2025

Property Owners within 200': Letters mailed January 17, 2025

Approved Denied

Commissioner Hall stated, based upon the foregoing findings of fact per §54-92, §54-66 and §54-140 of the Village Code, I move to **GRANT** the requested variance for Case #PV-2025-3 with the conditions stated in the case report, seconded by Commissioner Williams.

Record of Planning and Zoning Members Vote:

Barton Byars	Aye__	No X
Bill Hall	Aye__	No X
Joshua Richardson	Aye__	No X
Jacob Rigsby	Aye__	No X
Ron Michelena	Aye__	No X
Vickie Williams	Aye__	No X

The Planning Commission, during its public hearing, denied the Variance Request to encroach 19.4 feet into the 20-foot west front yard setback and 6.7 feet into the 20-foot north side yard setback to construct a 20' by 22' carport for the following reasons:

1. The applicant did not communicate or display evidence of a physical or other hardship on the property;
2. The applicant has alternative locations of development on the property;
3. The request for encroachment is potentially adverse to the health, safety or welfare of the community;
4. The applicants request for encroachment is not listed as a permitted encroachment under section 54-140 of the Municipal Code.

Pursuant to Section 54-62 Appeals, any aggrieved person or any officer, department, board or bureau of the village affected by a decision of the planning commission may appeal to the council by filing a notice of appeal with the planning administrator. The notice shall be on a form prescribed by the planning administrator, shall state the name and address of the applicant, and shall specify the error in the decision made by the planning commission in the enforcement of this article or of any ordinance adopted pursuant thereto. The notice shall be filed within 15 days of the decision which is being appealed.

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

Cordially,



Stephanie J. Warren

Community Development GIS Coordinator/Planner

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 15.

To: Mayor Crawford and Councilors

Presenter(s): Jerry Parsons, Solid Waste Manager

Meeting Date: March 4, 2025

Re: Discussion on Amended Resolution 2025-07, a Resolution Establishing a Restricted Cash Account and Related Liability Account in the Gavilan Road Transfer Station reserve Fund to Provide Funds for Future Closure and Post Closure Costs at the Facility Known as the Gavilan County Road Transfer Station in the Amount of \$34,463.20.

Item Summary:

Discussion on Amended Resolution 2025-07, a Resolution Establishing a Restricted Cash Account and Related Liability Account in the Gavilan Road Transfer Station reserve Fund to Provide Funds for Future Closure and Post Closure Costs at the Facility Known as the Gavilan County Road Transfer Station in the Amount of \$34,463.20.

Financial Impact:

The Village will create a reserve account in the Solid Waste Enterprise Fund in the amount of \$34,464, which will be reflected on the annual financial statements.

Item Discussion:

Section 3 of the Resolution Needs to be Amended to Reflect that Withdrawals from the Restricted Account Shall Only be Done Upon Approval of the Secretary of the NM Environment Department. This Language is a Requirement per NM Administrative Code 20.9.10.20. The Withdrawals would only be done if the Gavilan County Road Transfer Station were to Close.

Recommendations:

To Discuss Amended Resolution 2025-07, a Resolution Establishing a Restricted Cash Account and Related Liability Account in the Gavilan Road Transfer Station reserve Fund to Provide Funds for Future Closure and Post Closure Costs at the Facility Known as the Gavilan County Road Transfer Station in the Amount of \$34,463.20.

ATTACHMENTS:

Description

Amended Resolution 2025-07

VILLAGE OF RUIDOSO
AMENDED
RESOLUTION NO. 2025-07

**A RESOLUTION ESTABLISHING A RESTRICTED CASH ACCOUNT AND
RELATED LIABILITY ACCOUNT IN THE GAVILAN CANYON ROAD
TRANSFER STATION RESERVE FUND TO PROVIDE FUNDS FOR FUTURE
CLOSURE AND POST CLOSURE COSTS AT THE FACILITY KNOWN AS THE
GAVILAN CANYON ROAD TRANSFER STATION**

WHEREAS, the Village of Ruidoso is completing the permitting process to operate a solid waste management facility as the Gavilan Canyon Road Transfer Station; and

WHEREAS, the post-closure care period of the Gavilan Canyon Road Transfer Station is expected to be minimal; and

WHEREAS, the required closure activities are expected to be limited in extent; and

WHEREAS, the Solid Waste Management Rules in 20.9.2-20.9.10 NMAC require the owner or operator shall establish financial assurance for adequate closure and post-closure care, Phase I and Phase II assessments and corrective action costs in compliance with 20.9.2-20.9.10 NMAC and orders pursuant to such rules by the Secretary of the State of New Mexico Environment Department (“Secretary”); and

WHEREAS, the Village of Ruidoso will request via a letter to the New Mexico Environment Department, Solid Waste Bureau to waive the post-closure inspection and maintenance as part of the permit application as specified in 20.9.6.12 NMAC; and

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

Section 1. The Village of Ruidoso establish a restrict cash account and related liability account in the Gavilan Canyon Road Transfer Station Reserve Fund in the amount of the current closure cost estimate of \$34,463.20 (to be used solely to fund future closure costs in compliance with 20.9.2-20.9.10 NMAC and orders pursuant to such rules by the Secretary for Gavilan Canyon Road Transfer Station.

Section 2. That each year the Village of Ruidoso shall include as part of its annual budget submittal an amount to be appropriated for transfer into the restricted cash account with a related liability account for the unspent appropriations in the amount of one twentieth of the unfunded balance of the closure cost estimate. Each year the transfer will be reviewed and adjusted to reflect any increases or decreases in the original cost estimate of \$34,463.20 as prescribed in 20.9.10.9A NMAC to build a fund sufficient to assure closure costs for the Gavilan Canyon Road Transfer Station by the year 2034.

Section 3. That withdrawals from the restricted cash account shall only be done with the approval of ~~the Village Manager~~ **the Secretary of the NM Environment Department** and only be for the purposes of closure expenditures in compliance with 20.9.2-20.9.10 NMAC and orders pursuant to such rules by the Village Manager for the Gavilan Canyon Road Transfer Station.

PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2025.

BY:

Lynn D. Crawford-Mayor

Attest:

Jini S. Turri, MMC-Village Clerk

20.9.10.20 LOCAL GOVERNMENT RESERVE FUND. A local government may demonstrate financial assurance for closure, post-closure care, phase I and phase II assessments, and corrective action by establishing a reserve fund within its existing financial accounting system.

A. The reserve fund shall be created by resolution of the governing body specifying the use of funds only for purposes of closure, post-closure care, phase I and phase II assessments, or corrective action for the facility. The reserve fund shall specify that the funds shall be used for closure, post-closure care, phase I and phase II assessments and corrective action costs in compliance with 20.9.2 - 20.9.10 NMAC and orders issued pursuant to such rules by the secretary. In the case of closure, post-closure care, and phase I and phase II assessments for new facilities, the resolution shall be effective prior to the initial receipt of waste. In the case of corrective action, the resolution shall be effective not later than 120 days after the corrective action remedy has been approved by the secretary. The resolution shall specify withdrawals from the fund will shall only occur with approval by the secretary. Funding of the reserve fund shall be in conformance with the formulas specified for trust funds in 20.9.10.14 NMAC. The reserve fund shall be audited annually by the state auditor under the Single Audit Act.

B. The local government shall file a copy of the resolution with the department. The local government shall file audit reports of the reserve fund annually with the department.

[20.9.10.20 NMAC - Rp, 20 NMAC 9.1.IX.906, 8/2/2007]

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 16.

To: Mayor Crawford and Councilors

Presenter(s): Cade Hall, Fire Chief

Meeting Date: March 4, 2025

Re: Discussion on Purchase of Self Contained Breathing Apparatus' (SCBAs) from Municipal Service Company through Sourcewell Contract #011824 in the Amount of \$267,421.23.

Item Summary:

Discussion on Purchase of Self Contained Breathing Apparatus' (SCBAs) from Municipal Service Company through Sourcewell Contract #011824 in the Amount of \$267,421.23.

Financial Impact:

The Fire Department was awarded the Assistance to Firefighters Federal Grant that will cover 95% of the cost. A 5% match is required and will be taken from the CERF Fund Fire line item (207-204-53500).

Item Discussion:

Purchase of Self Contained Breathing Apparatus' (SCBAs) from Municipal Service Company through Sourcewell Contract #011824 in the Amount of \$267,421.23.

Recommendations:

To Discuss Purchase of Self Contained Breathing Apparatus' (SCBAs) from Municipal Service Company through Sourcewell Contract #011824 in the Amount of \$267,421.23.

ATTACHMENTS:

Description

Quote



(877) 637-3473

Quote

Quote # QT1697087
Date 02/07/2025
Expires 02/27/2025
Sales Rep Arreola, Hugo A
PO # AFG -SCBAs
Shipping Method FedEx Ground
Customer Ruidoso FD (NM)
Customer # C63759

Bill To

Accounts Payable
The Village of Ruidoso
313 Cree Meadows
Ruidoso NM 88345
United States

Ship To

Justin Owen
Ruidoso FD
541 Sudderth
Ruidoso NM 88345
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8915025305304			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change, Parachute Buckles, 5.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS, None, No, Pak-Tracker, No Case, 2 SCBA Per Box	26	\$7,902.39	\$205,462.14
X8915025305303			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change, Parachute Buckles, 5.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS, None, No, Pak-Tracker, No Case, 1 SCBA Per Box	1	\$7,902.39	\$7,902.39
200970-01			CYL&VALV,QD,CARB,45/5500 ASSY	54	\$809.89	\$43,734.06
201215-01			AV-3000 HT (S), KVLR	4	\$382.32	\$1,529.28
201215-02			AV-3000 HT (M), KVLR	19	\$382.32	\$7,264.08
201215-03			AV-3000 HT (L), KVLR	4	\$382.32	\$1,529.28

Source Well Contract 011824 expires 3-29-28. -16% off list price of \$11,368.35. All items priced at a lower contract discount was provided.

Subtotal \$267,421.23
Shipping Cost \$0.00
Tax Total \$0.00
Total \$267,421.23

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1697087

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/21/2024



Judi Starkovich
VILLAGE OF RUIDOSO
313 CREE MEADOWS
RUIDOSO, NM 88345

EMW-2023-FG-06105

Dear Judi Starkovich,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$254,836.28 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$12,741.82 for a total approved budget of \$267,578.10. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "P. S. Williams", is positioned below the "Sincerely," text.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 17.

To: Mayor Crawford and Councilors

Presenter(s): Cade Hall, Fire Chief

Meeting Date: March 4, 2025

Re: Discussion on Purchase of Bunker Gear from Curtis through New Mexico State Contract #ITB21001 in the Amount of \$78,375.90.

Item Summary:

Discussion on Purchase of Bunker Gear from Curtis through New Mexico State Contract #ITB21001 in the Amount of \$78,375.90.

Financial Impact:

The purchase is budgeted in the General Fund's Fire Non-capital Furnishing, Fixtures, and Equipment line item (101-050-51015).

Item Discussion:

Purchase of Bunker Gear from Curtis through New Mexico State Contract #ITB21001 in the Amount of \$78,375.90.

Recommendations:

To Discuss Purchase of Bunker Gear from Curtis through New Mexico State Contract #ITB21001 in the Amount of \$78,375.90.

ATTACHMENTS:

Description

Quote

Ph: 602-453-3911
TF: 877-453-3911
Fax: 602-453-3910
azsales@lncurtis.com
UEI#: DDLSADSWN7U7



Southwest Division
4647 South 33rd Street
Phoenix, AZ 85040
www.LNCurtis.com

Quotation

CUSTOMER: Ruidoso Village Fire Department NM Finance Department 313 Cree Meadows Drive Ruidoso NM 88345-6939	SHIP TO: Ruidoso Village Fire Department NM Finance Department 313 Cree Meadows Drive Ruidoso NM 88345-6939	QUOTATION NO. 332972	ISSUED DATE 02/18/2025	EXPIRATION DATE 03/20/2025
		SALESPERSON Kevin Henson khenson@lncurtis.com 505-205-6125	CUSTOMER SERVICE REP Stephanie Meyers smeyers@lncurtis.com 602-453-3911	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
		C35343	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
FTSP	Standard Shipping	

SPECIAL INSTRUCTIONS

Pricing per NM State Contract pricing:
Roswell Contract#: ITB 21 001

Warning for Lines 1 & 2

Certain fabric components of Globe turnout coats, pants and boots contain per- and polyfluoroalkyl substances (PFAS). Globe's suppliers have told them they add PFAS to their materials to achieve water and/or oil repellency or for resistance to low surface chemicals, such as gasoline, hydrocarbons, etc.

On line 1 & 2 you are ordering a structural firefighting turnout element that contains a Gore Crosstech Black moisture barrier which contain(s) PFAS.

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per-and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

Ph: 602-453-3911
 TF: 877-453-3911
 Fax: 602-453-3910
 azsales@lncurtis.com
 UEI#: DDLSADSWN7U7



Southwest Division
 4647 South 33rd Street
 Phoenix, AZ 85040
 www.LNCurtis.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	15	EA	G-XTREME 3.0 JACKET - GLOBE CUSTOM	As Below: WARNING: This Product Contains PFAS to achieve liquid repellency and/or meet current applicable NFPA performance standards. -PBI MAX BLACK SHELL -CALDURA SL2i THERMAL LINER -CROSSTECH BLK MOISTURE BARRIER -NYC LIME-YELLOW TRIPLE TRIM -DRAGONHIDE CUFFS -KEVLAR HAND & WRIST GUARDS -AMERICAN FLAG ON RIGHT SLEEVE -2"x3.5" x7" RADIO POCKET ON LEFT CHEST W/ANTENNA NOTCH -HELMET SNAP & STRAP -ADVANCE MATERIAL MIC STRAP ON EACH SIDE OF CHEST -HANGING LETTER PATCH TO READ FIREFIGHTERS NAME		\$2,201.00	\$33,015.00
2	15	PR	GPS GLOBE CUSTOM	As below: WARNING: This product contains PFAS to achieve liquid repellency and/or meet current applicable NFPA performance standards -PBI MAX BLACK SHELL -CALDURA SL2i THERMAL LINER -CROSSTECH BLK MOISTURE BARRIER -3" LIME-YELLOW TRIPLE TRIM AT CUFFS -WIDE BELT LOOPS WITH REMOVABLE BELT -DRAGONHIDE KNEES -DRAGONHIDE CUFFS -SILIZONE KNEE PADDING		\$1,702.00	\$25,530.00

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azsales@lncurtis.com
 UEI#: DDLSADSWN7U7



Southwest Division
 4647 South 33rd Street
 Phoenix, AZ 85040
www.LNCurtis.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
3	5	PR	1501420-8-M GLO	Size 8M 14" Shadow XF Pull-On Regular Calf Structure Boots, Meets NFPA 1971, NFPA 1992 * WARNING: This PPE product incorporates PFAS to achieve liquid repellency, breathability, or durability and/or to meet current applicable NFPA performance standards. **SIZES TBD**		\$557.00	\$2,785.00
4	2	PR	1501420-9-M GLO	Size 9M 14" Shadow XF Pull-On Regular Calf Structure Boots, Meets NFPA 1971, NFPA 1992 * WARNING: This PPE product incorporates PFAS to achieve liquid repellency, breathability, or durability and/or to meet current applicable NFPA performance standards. Kayle Frierson Bryan Lozano		\$557.00	\$1,114.00
5	1	PR	1501420-9.5-M GLO	Size 9.5M 14" Shadow XF Pull-On Regular Calf Structure Boots, Meets NFPA 1971, NFPA 1992 * WARNING: This PPE product incorporates PFAS to achieve liquid repellency, breathability, or durability and/or to meet current applicable NFPA performance standards. Austin Russell		\$557.00	\$557.00
6	1	PR	1501420-10-M GLO	Size 10M 14" Shadow XF Pull-On Regular Calf Structure Boots, Meets NFPA 1971, NFPA 1992 * WARNING: This PPE product incorporates PFAS to achieve liquid repellency, breathability, or durability and/or to meet current applicable NFPA performance standards. Sean Keller		\$557.00	\$557.00

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 4647 South 33rd Street
 Phoenix, AZ 85040
www.LNCurtis.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
7	4	PR	1501420-10.5-M GLO	Size 10.5M 14" Shadow XF Pull-On Regular Calf Structure Boots, Meets NFPA 1971, NFPA 1992 * WARNING: This PPE product incorporates PFAS to achieve liquid repellency, breathability, or durability and/or to meet current applicable NFPA performance standards. Darrius Aragon Justin Owen Jacob Cunningham Justin Mize		\$557.00	\$2,228.00
8	6	PR	1501420-11-M GLO	Size 11M 14" Shadow XF Pull-On Regular Calf Structure Boots, Meets NFPA 1971, NFPA 1992 * WARNING: This PPE product incorporates PFAS to achieve liquid repellency, breathability, or durability and/or to meet current applicable NFPA performance standards. Layne Southard Anthony Nanz Victor Rodriguez Victor Perez Daniel Rael David Gonzales		\$557.00	\$3,342.00
9	2	PR	1501420-11.5-M GLO	Size 11.5M 14" Shadow XF Pull-On Regular Calf Structure Boots, Meets NFPA 1971, NFPA 1992 * WARNING: This PPE product incorporates PFAS to achieve liquid repellency, breathability, or durability and/or to meet current applicable NFPA performance standards. Alec Davis Jesse Tercero		\$557.00	\$1,114.00

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 UEI#: DDLSADSWN7U7



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 Phoenix, AZ 85040
www.LNCurtis.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
10	2	PR	1501420-12-M GLO	Size 12M 14" Shadow XF Pull-On Regular Calf Structure Boots, Meets NFPA 1971, NFPA 1992 * WARNING: This PPE product incorporates PFAS to achieve liquid repellency, breathability, or durability and/or to meet current applicable NFPA performance standards. Quade Hall William Green		\$557.00	\$1,114.00
11	1	PR	1501420-12-W GLO	Size 12W 14" Shadow XF Pull-On Regular Calf Structure Boots, Meets NFPA 1971, NFPA 1992 * WARNING: This PPE product incorporates PFAS to achieve liquid repellency, breathability, or durability and/or to meet current applicable NFPA performance standards. Emilio Salcido		\$557.00	\$557.00
12	1	PR	1501420-12.5-M GLO	Size 12.5M 14" Shadow XF Pull-On Regular Calf Structure Boots, Meets NFPA 1971, NFPA 1992 * WARNING: This PPE product incorporates PFAS to achieve liquid repellency, breathability, or durability and/or to meet current applicable NFPA performance standards. NathanFuchs		\$557.00	\$557.00
13	1	PR	1501420-14-M GLO	Size 14M 14" Shadow XF Pull-On Regular Calf Structure Boots, Meets NFPA 1971, NFPA 1992 * WARNING: This PPE product incorporates PFAS to achieve liquid repellency, breathability, or durability and/or to meet current applicable NFPA performance standards. Nicholas Shields		\$557.00	\$557.00

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 UEI#: DDLSADSWN7U7



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 Phoenix, AZ 85040
www.LNCurtis.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
14	1	PR	1501420-14-W GLO	Size 14W 14" Shadow XF Pull-On Regular Calf Structure Boots, Meets NFPA 1971, NFPA 1992 * WARNING: This PPE product incorporates PFAS to achieve liquid repellency, breathability, or durability and/or to meet current applicable NFPA performance standards. Blayne Maldonado		\$557.00	\$557.00
15	6	PR	FC-P5000S FIRECRAFT	Small 70W Black Phoenix Structural Fire Fighting Gloves, Gauntlet, Meets NFPA 1971 **SIZES TBD***		\$95.00	\$570.00
16	3	PR	FC-P5000M FIRECRAFT	Medium 76N Black Phoenix Structural Fire Fighting Gloves, Gauntlet, Meets NFPA 1971 Austin Russell Justin Owen Daniel Rael		\$95.00	\$285.00
17	11	PR	FC-P5000L FIRECRAFT	Large 76W Black Phoenix Structural Fire Fighting Gloves, Gauntlet, Meets NFPA 1971 Alec Davis Layne Southard Price Bowen Anthony Nanz Victor Rodriguez Quade Hall Darrius Aragon Victor Perez Jacob Cunningham Kayle Frierson Sean Keller		\$95.00	\$1,045.00

Ph: 602-453-3911
 TF: 877-453-3911
 Fax: 602-453-3910
 azsales@lncurtis.com
 UEI#: DDLSADSWN7U7



Southwest Division
 4647 South 33rd Street
 Phoenix, AZ 85040
 www.LNCurtis.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
18	7	PR	FC-P5000XL FIRECRAFT	X-Large 82N Black Phoenix Structural Fire Fighting Gloves, Gauntlet, Meets NFPA 1971		\$95.00	\$665.00
				NathanFuchs Emilio Salcido David Gonzales Jesse Tercero Nicholas Shields William Green Blayne Maldonado			
19	15	EA	3979471 PGI	Gold Cobra BarriAire™ Particulate Hood with Standard Bib, Complete Coverage, and Rib Knit Face Opening	OM	\$138.46	\$2,076.90

Small Business
 CAGE Code: 5E720
 SIC Code: 5099
 Federal Tax ID: 94-1214350
 UEI #DDLSADSWN7U7

This pricing remains firm until 03/20/2025. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$78,225.90
Estimated Tax Total	\$0.00
Transportation	\$150.00
Total	\$78,375.90

[View Terms of Sale and Return Policy](#)

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 18.

To: Mayor Crawford and Councilors

Presenter(s): Zach Cook, Village Attorney
Ronald L. Sena, Village Manager

Meeting Date: March 4, 2025

Re: AFTER CLOSED SESSION: Discussion Regarding Golf Course Lease Agreement with Spirit Golf Management for The Links Golf Course.

Item Summary:

AFTER CLOSED SESSION: Discussion Regarding Golf Course Lease Agreement with Spirit Golf Management for The Links Golf Course.

Financial Impact:

Lease will bring in revenue to the Village.

Item Discussion:

Golf Course Lease Agreement with Spirit Golf Management for The Links Golf Course.

Recommendations:

To Discuss Golf Course Lease Agreement with Spirit Golf Management for The Links Golf Course.

ATTACHMENTS:

Description

Golf Course Lease Agreement

Assignment and Assumption of Lease

GOLF COURSE LEASE AGREEMENT

THIS GOLF COURSE LEASE AGREEMENT (“Agreement”) is entered into this ____ day of February, 2025 (“Effective Date”), by and between VILLAGE OF RUIDOSO, a New Mexico Municipal Corporation (the “Village”) and SPIRIT GOLF MANAGEMENT, LLC, a New Mexico limited liability company (the “Manager”).

RECITALS:

WHEREAS, on or about January 23, 1990, ALLHUB INVESTMENTS, INC. a New Mexico Corporation (“ALLHUB”) was assigned the duties and obligations of JIM COLBERT GOLF, INC., a Nevada Corporation, under that certain Lease Agreement, dated October 16, 1989 by and between JIM COLBERT GOLF, INC. and the Village regarding the lease of certain real property, known as the Links at Sierra Blanca (the “Golf Course” or “Property”) located in Lincoln County, New Mexico (hereinafter, the “Prior Lease”);

WHEREAS, under that certain Assignment and Assumption of Lease, dated January 1, 2025, and approved by the Village under Ordinance 2019-05, ALLHUB assigned its rights, duties, and obligations to the Manager (the “Assignment”);

WHEREAS, pursuant to that Assignment, the Village and Manager were to execute a new memorandum or agreement to detail and outline the current terms and conditions under such Assignment, and the parties desire to do so in this writing.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Golf Course Management. Subject to the terms and conditions hereof, Village hereby engages Manager to provide golf course management services of the Golf Course to Village as provided in Section 3, below.

Section 2. Required Provisions.

- (a) Reversion of Improvements. All improvements to real property on the Golf Course shall remain the property of the Village and at the end of this Lease shall revert back to the control of the Village.
- (b) Governance. This Agreement is intended to restate and clarify the terms under the Assignment as approved by the Village under the original Ordinance 89-2 (and subsequently approved for assignment under Ordinance 2019-05), and is not intended to modify or amend the terms of such Assignment as previously approved by the Village whatsoever.

Section 3. Duties. Manager will provide the golf course management services as listed below. Manager will report directly to the Mayor of the Village and any other party designated by the Mayor in connection with the performance of such duties under this Agreement in addition to any other duties reasonably requested by Village and agreed to by Manager:

VILLAGE OF RUIDOSO / SPIRIT GOLF MANAGEMENT, LLC

Golf Course Lease Agreement

Page 1 of 9

- (a) Implement Village policies and standard operating procedures for the Golf Course that are not in conflict with any applicable local ordinances, state or federal laws, city policies, the Golf Course operational and maintenance standards or any other terms of this Agreement;
- (b) Manage and supervise all day-to-day operations of the Golf Course, including starting, course marshals, grounds and turf maintenance, security, equipment maintenance, purchasing supplies, golf cart and equipment rental, and administration/management;
- (c) Set tournament fees and fees and charges for Rental Operations and Alcoholic Beverage Operations, provided that such fees and charges shall be competitive with fees and charges imposed or charged by comparable golf courses in the Ruidoso area;
- (d) Employ, train and manage all employees assigned to carry out Manager's responsibilities under this Agreement;
- (e) Acquire and maintain all necessary licenses and permits for the operation of the Golf Course, excluding licenses related to alcoholic beverages, which shall be acquired and maintained by Village;
- (f) Manage all course reservations, tee times, memberships, and tournaments;
- (g) Operate and maintain the driving range;
- (h) Implement a strategic marketing plan and host promotional activities and events;
- (i) Provide certain accounting functions;
- (j) Prepare such reports as set forth in this Agreement; and
- (k) Any and all other services necessary for the operation and management of the Golf Course.

Section 4. Term. The Term of this Agreement shall be for a period of five (5) years, beginning on the Effective Date.

Section 5. Rental Amount. The Rental Amount shall be the following percents of Gross Receipts collected which exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00 – the "Threshold Amount") during each calendar year of the Term from the following operations:

- (a) Golf Operations. Manager shall pay to the Village Fifteen Percent (15%) of Gross Receipts from Golf Operations in excess of the Threshold Amount, no less frequently than annually. Golf Operations receipts shall include receipts from all operations, excluding New Mexico Gross Receipts Taxes, which are not from Pro Shop Operations or from Food & Beverage Operations.
- (b) Pro Shop Operations. Manager shall pay to the Village Six Percent (6%) of Gross Receipts from Pro Shop Operations in excess of the Threshold Amount, no less frequently than annually. Pro Shop Operations receipts shall include receipts from the following activities, excluding

New Mexico Gross Receipts Taxes: professional golf services, lessons, merchandise sold, or the like, which are not receipts from Food & Beverage Operations.

- (c) Food & Beverage Operations. Manager shall pay to the Village Six Percent (6%) of Gross Receipts from Food & Beverage Operations in excess of the Threshold Amount, no less frequently than annually. Food & Beverage Operations receipts shall include receipts from the following activities, excluding New Mexico Gross Receipts Taxes: food and snack service, alcoholic beverage service, and non-alcoholic beverage service, in the normal course of Golf Course operations or related to hosting events, tournaments, and the like, which are not receipts from Pro Shop Operations.
- (d) Gross Receipts shall NOT include any amounts collected for New Mexico Gross Receipts Taxes.

Section 6. Specific Operations.

- (a) Alcoholic Beverage Operations. Manager shall have the exclusive right and duty to provide alcoholic beverages for sale on the Property and to provide alcohol catering services for tournament events, to include beer and wine (“Alcoholic Beverage Operations”) on the Property. The Village shall maintain all liquor licenses required for the Alcoholic Beverage Operations at the Country Club for the duration of the term of this Agreement, and any extensions thereto, and provide Manager with the use of such license at no charge. Specifically, the Village shall lease to the Manager its rights under New Mexico Alcohol Beverage Control Division License GOV-000044, and the parties will execute a separate agreement, acceptable to the New Mexico Alcohol Beverage Control Division, to that effect.
- (b) Restaurant Operations. The Manager shall have the exclusive right and duty to provide snack bar/restaurant management services on the Property.

Section 7. Equipment Maintenance and Leases. Manager shall have the exclusive right and duty to maintain equipment in good, operable, usable, and sanitary order and repair all equipment which may now or hereafter exist on or in the Property, as well as maintain all leases on such equipment.

Section 8. Reports to Village. Manager shall provide to Village the following financial statements and reports:

- (a) Operating Statements. During the term of this Agreement, within twenty (20) days of the end of each month, Manager shall provide an Operating Statement of all Golf Course gross revenues collected by Manager. The Operating Statement shall be a profit and loss statement and shall generally include the information necessary to determine the correct Rental Amount under Section 5, above.

Section 9. Insurance. Manager agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the term of this Agreement. All parties to this Agreement hereby agree that Manager’s coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance, and that all such premiums and fees related to

such policies shall be paid as stated below.

- (a) Certificates of Insurance. Manager shall deliver to Village, in a timely manner, certificates of insurance and copies of declaration pages, schedules of endorsements, and additional insured policy provisions for all insurance required pursuant to this Agreement. Each insurance policy required hereunder shall provide that cancellation shall not be made without thirty (30) days' (10 days with respect to cancellation for non-payment of premium) prior written notice to Village. Such certificates and related documents shall be issued to, and notice of cancellation/reinstatement may be mailed to:

Village of Ruidoso
Attn: Lynn Crawford, Mayor
313 Cree Meadows Drive
Ruidoso, NM 88345-6938

Certificates of insurance shall not be mailed, but shall be delivered electronically (as may notice of cancellation/reinstatement) by facsimile or as an e-mail attachment in PDF or XLS format to numbers or emails as provided by Village.

- (b) Workers' Compensation Insurance. Manager shall maintain Workers' Compensation insurance for all workers employed pursuant to this Agreement in compliance with all applicable state and federal laws. If any work is sublet, Manager shall require its subcontractors similarly to provide Workers' Compensation insurance for all of such subcontractor's employees unless all the employees are covered by Manager.
- (c) Commercial General Liability Insurance. Manager shall maintain Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by Village. Village and its agents, officers, officials, and employees shall be listed as an additional insured.
- (d) Property Insurance. Manager shall maintain Property insurance to cover liability arising from real property of the Golf Course, including greens, fairways, trees, and landscaping, inventory, and new buildings and additions under construction, if any.

Section 10. Manager's Indemnification. Manager agrees to indemnify and hold harmless Village and Village's officers, officials, members, employees, agents, representatives, and volunteers from any and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, expert witness fees, attorneys' fees, costs, and expenses, which result from one or more of the following:

- (a) Any act or omission by Manager or any shareholder, member, officer, or employee of Manager in connection with Manager's performance under this Agreement that constitutes negligence or willful misconduct; or

- (b) Any action taken by Manager relating to the Property (i) that is expressly prohibited by this Agreement, or (ii) that is not within the scope of Manager's duties under this Agreement, or (iii) that is not within Manager's delegated authority under this Agreement; or
- (c) Manager's breach of any material covenant, requirement, or commitment contained in this Agreement; or
- (d) Manager's Alcoholic Beverage Operations (other than the Village's obligations to be current with such liquor license status).

Section 11. Default and Termination.

- (a) Termination by Village. In addition to any other rights of Village to terminate this Agreement that are set forth in this Agreement, Village shall also have the right to terminate this Agreement upon the occurrence of any of the following events of Default by Manager:
 - (i) Manager fails to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by Manager, and such default continues for a period of ten (10) business days after written notice and a demand to cure such default by Village to Manager; or
 - (ii) (1) Manager or its parent(s) applies for or consents to the appointment of a receiver, trustee, or liquidator of Manager or of all or a substantial part of its assets; (2) Manager or its parent(s) files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (3) Manager or its parent(s) files an answer admitting the material allegations of a bankruptcy petition reorganization proceeding, or insolvency proceeding filed against Manager or its parent(s); (4) Manager or its parent(s) admits in writing its inability to pay its debts as they come due; (5) Manager or its parent(s) makes a general assignment for the benefit of creditors; or (6) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Manager or its parent(s) bankrupt or insolvent or approving a petition seeking reorganization of Manager or its parent(s) or appointing a receiver, trustee or liquidator of Manager or its parent(s) or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days. Village's right to terminate this Agreement pursuant to this Section shall be exercisable immediately upon written notice to Manager given at any time after the applicable notice and cure period has expired.
- (b) Termination by Manager. Manager shall have the right to terminate this Agreement if Village fails to keep, observe, or perform any other material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by Village, and such default continues for a period of ten (10) business days after notice and a demand to cure such default by Manager to Village, which termination shall occur at the end of the notice and cure period.
- (c) Remedies Cumulative. Neither the right of termination, nor the right to sue for damages, nor any other remedy available to a party under this Agreement shall be exclusive of any other remedy given under this Agreement or now or hereafter existing at law or in equity.

Section 12. Independent Contractor. This Agreement alone shall not render Manager an employee, partner, or joint venture with Village for any purpose. Manager is and will remain an independent contractor in Manager's relationship to Village. Village shall not be responsible for withholding taxes with respect to Manager's compensation hereunder. Manager shall have no claim against Village hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Section 13. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance by either party of any obligation hereunder is delayed by reason of an event of Force Majeure the party so obligated or permitted shall be excused from doing or performing the same for the time and to the extent necessary to allow the affected party to overcome the event of Force Majeure and resume performance thereof. The party claiming delay of performance as a result of an event of Force Majeure shall deliver written notice of the commencement of such delay to the other party as soon as reasonably practicable after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of delay caused by a Force Majeure event, the claiming party shall not be entitled to extend the time for performance as provided herein. Notwithstanding the foregoing, the parties shall make a good faith effort to re-negotiate the terms of this Agreement as may be necessary due to an event of Force Majeure.

Section 14. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any successors, and assigns.

Section 15. Choice of Law. The laws of the state of New Mexico shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

Section 16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

Section 17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

Section 18. Assignment. Manager shall not assign any of Manager's rights under this Agreement, or delegate the performance of any of Manager's duties hereunder, without the prior written consent of Village. Village may assign this Agreement provided that any assignee shall be subject and obligated to this Agreement.

Section 19. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt request. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

(a) If to Manager:

SPIRIT GOLF MANAGEMENT, LLC
Attn: Todd Barranger
6861 Via Campestre
Las Cruces, NM 88007
Telephone: (480) 550-1978

(b) If to Village:

VILAGE OF RUIDOSO
Attn: Lynn Crawford, Mayor
313 Cree Meadows Drive
Ruidoso, NM 88345-6938
Telephone: (575) 258-4343

Any party hereto may change its address for purposes of this section by written notice given in the manner provided above.

Section 20. Modification of Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

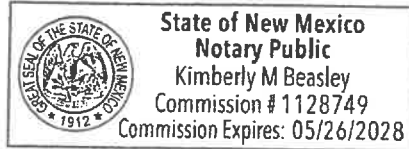
Section 21. Entire Understanding. This document and any exhibit or schedule attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Section 22. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

State of New Mexico)
) ss.
County of Dona Ana)

This instrument was acknowledged before me on February 26, 2025, by TODD BARRANGER, as Manager of SPIRIT GOLF MANAGEMENT, LLC, a New Mexico limited liability company.

(Seal)



Kimberly M. Beasley
Notarial Officer
My commission expires: May 26, 2028

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (“Assignment”) is entered into as of the 12th day of January, 2025, by and between ALLHUB INVESTMENTS, INC., a New Mexico corporation (“Assignor”), and SPIRIT GOLF MANAGEMENT, LLC, a New Mexico limited liability company (“Assignee”).

RECITALS:

WHEREAS, on or about January 23, 1990, Assignor was assigned the duties and obligations of JIM COLBERT GOLF, INC., a Nevada Corporation, under that certain Lease Agreement, dated October 16, 1989 by and between JIM COLBERT GOLF, INC. and the VILLAGE OF RUIDOSO, a New Mexico Municipal Corporation (the “Village”) regarding the lease of certain real property located in Lincoln County, New Mexico, upon terms and conditions set forth in the Lease, a copy of which is attached hereto as Exhibit A and incorporated by reference (the “Lease”); and

WHEREAS, the Assignor desires to assign and Assignee desires to acquire all rights and obligations under this Lease as such rights pertain solely to the operation and management of the Links Golf Course as of the Effective Date below.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Effective as of the Effective Date below, Assignor hereby assigns to Assignee all of Assignor’s right, title, and interest in and to the Lease as such rights pertain solely to the operation and management of the Links Golf Course. There is no assignment, and thus no transfer of obligations, with respect to

- (a) the construction or operation of a luxury hotel;
- (b) the construction of a walking/jogging/biking trail; and
- (c) any improvements not otherwise agreed to by and between the Assignee and the Village;

The Village and Assignee shall execute a new memorandum, or the like, outlining the term of such Lease, any improvement obligations, the lease of 200 acre-feet of water per year for the real property, along with any amendments to the Lease.

Section 2. Assumption. Effective as of the Effective Date below, Assignee hereby assumes and covenants to perform all duties and obligations of Assignor under the Lease and agrees to be substituted for Assignor under the Lease, and further agrees to observe, perform, and be bound by all terms, provisions, covenants, and conditions of the Lease. Assignee agrees to indemnify and hold Assignor harmless from any and all liability, loss, costs and expenses previously or hereafter suffered,

ALLHUB INVESTMENTS, INC / SPIRIT GOLF MANAGEMENT, LLC
Assignment and Assumption Agreement
Page 1 of 4

incurred, or paid out by Assignor in procuring and entering into the Lease and in fulfilling Assignor's obligations under the Lease for any such actions after the Effective Date.

Section 3. Effective Date. The Effective Date shall be January 1, 2025, and provided that the Village agrees and consents to this Assignment.


Section 4. Covenants. Assignor hereby covenants with Assignee that Assignor is the sole and absolute owner of said leasehold estate, that it has good right to assign the same as herein set forth, and that the same is free and clear of and from all encumbrances except those of record.

Section 5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state of New Mexico.

Section 6. Successors and Assigns. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, personal representatives, and assigns of Assignor and Assignee.


ASSIGNOR:

ALLHUB INVESTMENTS, INC., a New Mexico corporation


Name: Billy G Smith
Title: Vice President

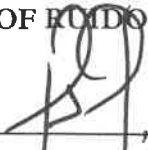
ASSIGNEE:

SPIRIT GOLF MANAGEMENT, LLC, a New Mexico limited liability company


Name: Todd BARRANGER
Title: OWNER

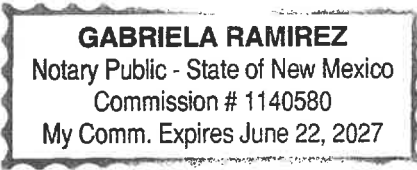
CONSENT:

VILLAGE OF RUIDOSO, a New Mexico Municipal Corporation


Name: Lynn D Crawford
Title: MAYOR RUIDOSO, N.M.

State of New Mexico)
County of Bernalillo)

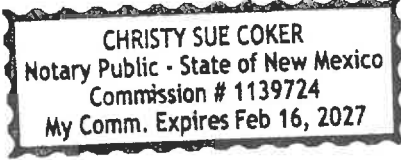
The foregoing instrument was acknowledged before me on this 6th day of December, 2024, by Billy Smith, (title) Vice President of **ALLHUB INVESTMENTS, INC.**, a New Mexico corporation, on behalf of said Corporation.



Gabriela Ramirez
Notary Public
My Commission Exp: June 22, 2027

State of New Mexico)
County of Lincoln)

The foregoing instrument was acknowledged before me on this 21 day of November, 2024, by Todd Barranger, (title) owner of **SPIRIT GOLF MANAGEMENT, LLC**, a New Mexico limited liability company, on behalf of said company.



Christy Sue Coker
Notary Public
My Commission Exp: 02/16/2027

State of New Mexico)
County of Lincoln)

The foregoing instrument was acknowledged before me on this 25th day of November, 2024, by Lynn D. Crawford, (title) Mayor of **VILLAGE OF RUIDOSO**, a New Mexico Municipal Corporation, on behalf of said municipal corporation.



Yvonne Vigil
Notary Public
My Commission Exp: 11/15/2028

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 19.

To: Mayor Crawford and Councilors

Presenter(s): Zach Cook, Village Attorney
Ronald L. Sena, Village Manager

Meeting Date: March 4, 2025

Re: AFTER CLOSED SESSION: Discussion Regarding Liquor License Lease Agreement with Spirit Golf Management for The Links Golf Course.

Item Summary:

AFTER CLOSED SESSION: Discussion Regarding Liquor License Lease Agreement with Spirit Golf Management for The Links Golf Course.

Financial Impact:

Lease will bring in revenue to the Village.

Item Discussion:

Liquor License Lease Agreement with Spirit Golf Management for The Links Golf Course.

Recommendations:

To Discuss Liquor License Lease Agreement with Spirit Golf Management for The Links Golf Course.

ATTACHMENTS:

Description

Liquor License Lease Agreement

LIQUOR LICENSE LEASE AGREEMENT

VILLAGE OF RUIDOSO, a New Mexico Municipal Corporation (“Lessor”), and **SPIRIT GOLF MANAGEMENT, LLC**, a New Mexico limited liability company (“Lessee”) agree:

Section 1. Lease Term. Lessor is the owner of **New Mexico Alcohol Beverage Control Division License GOV-000044** (the “License”) and will lease the License to Lessee for a period of time (the “Term”) commencing on the date that the Alcohol Beverage Control Division of the New Mexico Regulation and Licensing Department (“ABC”) approves this Lease for use of the License at the Links at Sierra Blanca Golf Course located at 105 Sierra Blanca Dr, Ruidoso, New Mexico 88345 (the “Business Premises”) for a term of Five (5) Years.

Section 2. Extension of Lease Term. License Purchaser/Assignee and Lessee agree that the Term may be extended as agreed upon by the Parties.

Section 3. Rent. Commencing on the date of ABC approval of this Lease and on the same day of each subsequent month during the Lease Term, Lessee shall pay to Lessor rent for the License in the amount of Six Percent (6%) of Gross Receipts from Food & Beverage Operations in excess of the Threshold Amount (as defined under that certain Golf Course Lease Agreement between the parties regarding the Business Premises), plus all applicable gross receipts tax. This amount shall be the same amount as, and NOT in addition to, the amounts due to the Lessor under that Golf Course Lease Agreement.

Section 4. Approvals. Lessee will be responsible for all application fees required by ABC to approve Lessee's operation of the License. Lessor will exercise commercially reasonable efforts to deliver to Lessee, a tax clearance issued by the New Mexico Department of Taxation and Revenue (the “Tax Department”) and a wholesaler debt clearance, signed by all liquor wholesalers who sold alcoholic beverages to Lessor under the License. Both the tax clearance and the wholesaler clearance will be in a form sufficient to obtain approval of this Lease.

- (a) The parties shall each have a representative as a Resident Agent for this License to protect their respective interests. The initial Resident Agents shall be:
 - (i) For the Lessor – LYNN D. CRAWFORD, Mayor
 - (ii) For the Lessee – TODD D. BARRANGER, Manager
- (b) Either party, at their own cost, may change their respective Resident Agent in accordance with applicable rules and regulations.

Section 5. Use and Operation of License. Lessee covenants and agrees that Lessee (i) shall observe and abide by all local, State and Federal laws and ordinances and regulations pertaining to the sale of alcoholic beverages in the State of New Mexico, as the same shall be applicable and (ii) shall use the License only at the designated licensed Business Premises. Further, in the event of any citation, fine, charge, violation or damage resulting from the operation and use of the License by Lessee, Lessee

shall promptly pay any citation, fine, charge, or damage and shall promptly provide Lessor with written notice of the same.

Section 6. License Renewals. If applicable during the Term, Lessor and Lessee will cooperate in obtaining annual renewals of the License. Lessee will sign (unless ABC policy requires the signature of the Lessor, in which case Lessor will sign) the renewal application and promptly file the renewal forms. Lessee will pay all renewal fees due to the ABC.

Section 7. Taxes; Fees.

- (a) During the Term, Lessee shall pay when due all taxes, fees, charges, costs, and bills, including fines and penalties, that are properly imposed on the License for the use, registration, leasing, licensing, rental, or operation of the License when due.
- (b) During the Term, Lessor will report and pay when due all taxes on the rental income received from Lessee under this Lease in a timely manner. Lessor authorizes the Tax Department to disclose any information related to payment by Lessor of tax due for income received under this Lease which is relevant to the updated tax clearance as needed.
- (c) If either party fails to pay any taxes, assessments or charges on the License when due, the other party may pay such amounts. In such event, Lessee or Lessor will immediately upon demand reimburse Lessor or Lessee for all amounts that the paying party has paid, including all costs, expenses, and attorneys' fees, plus interest thereon at the rate of ten percent (10.0%) per annum from the date of payment by Lessor or Lessee until repaid in full. This election by Lessor or Lessee will not constitute an election of remedies by Lessor or Lessee, but will be in addition to any other remedies which Lessor or Lessee may have.

Section 8. Transfer and Encumbrance. Lessee shall not sublease the License or assign its rights or delegate its duties under this Lease without the prior written consent of Lessor, which consent Lessor may grant or withhold in its sole and absolute discretion. Lessee will not transfer the location of the License or expand or change the licensed premises during the Term of this Lease without prior written consent of Lessor, which consent Lessor may grant or withhold in its sole and absolute discretion.

Section 9. Performance of Other Party's Duties. If Lessee or Lessor fails to perform any of its duties under this Lease, Lessor or Lessee may perform the duties of the other party under this Lease without notice or demand, and the other party shall promptly reimburse any amounts paid by Lessor or Lessee in performing the other party's duties. Lessee or Lessor will immediately pay on demand the cost, including the reasonable attorneys' fees, and any other fees and costs incurred by Lessor or Lessee in enforcing this Lease.

Section 10. Lessor's Representations. Lessor represents that the License will be free and clear of any liens on the date this Lease is effective, and that the License will be valid and free of any citations for violations of the New Mexico Liquor Control Act or regulations promulgated thereunder. Lessor will take no action or fail to take any required action that could result in placement of a lien on the License during the Term.

Section 11. Insurance. Lessee will obtain, and maintain throughout the Term and all extensions of the term of this Lease, liquor liability insurance with a minimum of Five Million Dollars (\$5,000,000) coverage and umbrella excess liability insurance with a minimum of Ten Million Dollars (\$10,000,000) coverage, both of which shall include Lessor (including its officers, directors, shareholders, members, affiliates, agents and employees) and the individual(s) named on the License as additional named insureds and provide for notice to Lessor of nonpayment, cancellation, or change of coverage. Lessee will provide Lessor with proof of such liquor liability insurance and umbrella excess liability insurance at the commencement of the Term of this Lease.

Section 12. Lessee's Default. Lessee will be in default if Lessee does not keep insurance in the form and amount set forth in this Lease or does not comply with all provisions included in this Lease and such failure continues for ten (10) business days after written notice from Lessor. Upon default by Lessee and failure of Lessee to timely cure the default, Lessor may sue for damages and termination of this Lease and exercise any or all remedies which Lessor may have upon the default of Lessee.

Section 13. Lessor's Default. Lessor will be in default if Lessor does not report and pay taxes due on the rental income from the License in a timely manner or does any act which might jeopardize the validity of the License or if any liens against the License are granted by Lessor during the Term or if Lessor's representations as contained in this Lease are not true or become false before the License is transferred to License Purchaser/Assignee and such default continues for ten (10) business days after written notice from Lessee. Upon default by Lessor and failure of Lessor to timely cure the default, Lessee may exercise any or all remedies which Lessee may have upon default of Lessor.

Section 14. Indemnity. Lessee will indemnify, defend and hold Lessor, its directors, officers, shareholders, members, agents, employees, affiliates, successors and assigns, and the individual(s) named on the License harmless against all losses, liabilities, claims, demands, causes of action, citations, suits, judgments, damages, costs and expenses (including, but not limited to, attorneys' fees) arising out of or relating to the following (except to the extent arising from the negligence or misconduct of Lessor): (i) the use or operation of the License during the Term, (ii) the cancellation or suspension of the License, and/or (iii) any other default of Lessee under this Lease. Lessee will provide Lessor with prompt notice of any proceedings relating to this indemnity, and with copies of all documents and pleadings relating to the proceedings, whether judicial or administrative proceedings. Lessor may participate in the defense and settlement of the administrative or judicial proceedings with an attorney of Lessor's choice. This indemnity and obligations arising out of or related to events occurring during the Term will survive after the end of the Term or termination of this Lease.

Section 15. Consequential Damages. Lessor will not be liable for any loss of profits or other consequential damage or any inconvenience resulting from the loss, cancellation, suspension or failure to renew the License or the time consumed in recovering, licensing, renewing, or replacing the License.

Section 16. Notices. Except in the case (if any) where this Lease expressly provides for an alternate form of communication, any notice, consent, demand or other communication to be delivered to a party hereunder shall be deemed delivered and received when made in writing and transmitted to the applicable party either by receipted courier service, or by the United States Postal Service, first class registered or certified mail, postage prepaid, return receipt requested, by electronic facsimile transmission ("Fax"), or by electronic mail transmission ("Email"), at the address or

addresses indicated for such party below (and/or to such other address as such party may from time to time by written notice designate to the other):

(a) If to Lessee:

SPIRIT GOLF MANAGEMENT, LLC
Attn: Todd Barranger
6861 Via Campestre
Las Cruces, NM 88007
Telephone: (480) 550-1978

(b) If to Lessor:

VILAGE OF RUIDOSO
Attn: Lynn Crawford, Mayor
313 Cree Meadows Drive
Ruidoso, NM 88345-6938
Telephone: (575) 258-4343

And shall be deemed delivered and received (A), if delivered or transmitted before 5:00 p.m. recipient's local time on a business day, or if tendered for delivery between the hours 9:00 a.m. and 5:00 p.m. recipient's local time on a business day and refused, then on the date of actual (or refused) delivery or actual transmission as evidenced by postal or courier receipt (or by a completed transmission log sheet generated by the sending telecopier or by a sent Email confirmation generated by the sending computer system) and (B), otherwise, on the business day next following the date of actual delivery or transmission; provided, however, that any communication delivered by Fax or Email must be confirmed within two business days by duplicate notice delivered as otherwise provided herein and any refused delivery must re-tendered within two business days.

Section 17. No Joint Venture. Nothing provided in this Lease will be deemed or construed by Lessor, Lessee or by any third party, as creating the relationship of principal and agent or a partnership, or of a joint venture between Lessor and Lessee.

Section 18. Damages for Revocation. If the License is not renewed or is canceled or revoked by reason of some violation or default by Lessee or Lessor in complying with the terms of this Lease or any applicable laws, ordinances, and regulations, Lessee or Lessor will be liable to the other party for all damages incurred as a result plus attorneys' fees and costs.

Section 19. Captions. The captions and paragraph headings of this Lease are not necessarily descriptive, or intended or represented to be descriptive, of all the provisions thereunder, and in no manner shall such captions and paragraph headings be deemed or interpreted to limit the provisions of this Lease.

Section 20. Counterparts. This Lease may be executed through the use of separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes,

constitute one agreement binding on all the parties, notwithstanding that all parties are not signatories to the same counterpart. Copies of this Lease, and any and all amendments hereto, that are signed and delivered by each party and produced and/or reproduced by facsimile or electronic transmission, shall be valid and binding upon each signatory party.

Section 21. Severability. If any provisions of this Lease, or the application of such provisions to any person or circumstances, shall be held invalid, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 22. Governing Law. This Lease and the rights of the parties shall be governed by and construed in accordance with the laws of the State of New Mexico.

Section 23. Modification. Any modification of this Lease must be made in writing and must be executed by the parties.

Section 24. Survival of Representations, Warranties and Covenants. Regardless of any investigation at any time made by or on behalf of any party hereto or of any information any party may have in respect thereof, all covenants, agreements, representations, warranties and indemnities made hereunder or pursuant hereto or in connection with the transactions contemplated hereby shall survive after the end of the Term or termination of this Lease.

Section 25. Entire Agreement. This Lease contains the entire understanding of the parties, and supersedes all other agreements relating to the subject matter contained herein.

Section 26. Binding Effect; Assignment. This Lease shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors, and permitted assigns, in accordance with the terms hereof. Lessor may assign Lessor's interest under this Lease to License Purchaser/Assignee without consent of Lessee and Lessor may assign this Lease to other parties with the prior consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee may assign this Lease with the prior written consent of the Lessor, provided, however, that Lessee shall be allowed to use the License in conjunction with other individuals or entities only after obtaining all necessary approvals from Lessor and the ABC. In the event of such assignment by Lessee, Lessee shall remain liable for the agreements and covenants of Lessee under this Lease.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed the foregoing Liquor License Lease Agreement.

LESSOR:

VILLAGE OF RUIDOSO, a New Mexico
Municipal Corporation

LYNN D. CRAWFORD, Mayor

LESSEE:

SPIRIT GOLF MANAGEMENT, LLC, a
New Mexico limited liability company



TODD BARRANGER, Manager

State of _____)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2025, by LYNN D. CRAWFORD, as Mayor of the **VILLAGE OF RUIDOSO**, a New Mexico Municipal Corporation.

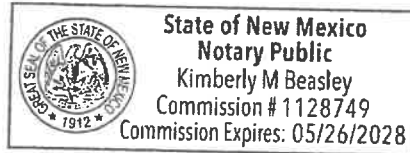
(Seal)

Notarial Officer
My commission expires: _____

State of New Mexico)
) ss.
County of Dona Ana)

This instrument was acknowledged before me on February 26, 2025, by TODD BARRANGER, as Manager of **SPIRIT GOLF MANAGEMENT, LLC**, a New Mexico limited liability company.

(Seal)



Kimberly M Beasley
Notarial Officer
My commission expires: May 26, 2028