

VILLAGE OF RUIDOSO

**AGENDA INDEX
REGULAR COUNCIL MEETING
SEPTEMBER 9, 2025 AT 1:00 PM**

**313 Cree Meadows Dr. Ruidoso,
NM 88345**

CALL TO ORDER

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

Invocation

Pledge of Allegiance

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

ROLL CALL

APPROVAL OF AGENDA.

CONSENT REGULAR ITEMS.

1. Approval of Governing Body Minutes
August 12, 2025 - Regular Meeting
August 22, 2025 - Special Meeting
September 3, 2025 - Special Meeting
2. Approval of Request to Schedule a Public Hearing for October 14, 2025, for Consideration of a Restaurant A -Beer and Wine Liquor License with Martin and Kristi Espinosa LLC. for dba: The Crow at Marty's Golf House located at 1129 Mechem Dr. Suite C., Ruidoso, New Mexico.
3. Approval of Request to Schedule Public Hearing October 14, 2025, for Ordinance 2025-04 An Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Section 54-149 Architectural Design Standards.
4. Approval of Request to Schedule a Public Hearing for October 14, 2025, for Consideration of a Restaurant B - Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service for Tinsley Hospitality Group, LLC, d.b.a. K-Bob's Steakhouse located at US Hwy 70, Ruidoso, NM 88345.
5. Approval of Land Lease Agreement, Contract Number 697DCM-25-L-00127 for a Non Directional Beacon with the Federal Aviation Administration (FAA) at an Off-Site Location for Sierra Blanca Regional Airport.

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

MAYORAL REPORTS AND PRESENTATIONS.

1. Presentation of New Employees, Promotions and Transfers
2. PROCLAMATION: September as "LIBRARY CARD SIGN-UP MONTH"

3. Presentation of Retirement Plaque to Cameron Sidwell for his Service to the Village of Ruidoso Fire Department from September 2005 through September 2025
4. Update on the New Mexico Municipal League Annual Conference
5. Update on Fire Department's High Water Rescue Truck
6. Update on Rio Ruidoso Watershed Based Plan Project Meeting to be Held September 23, 2025

VILLAGE MANAGER REPORT.

1. Village Manager's Report
2. Update on Boys and Girls Clubs of Chaves and Lincoln Counties - Rick Lamb
3. Update on FEMA Funding Obligated Projects
4. Update on Clean and Lien Properties
5. Update on Lead and Copper Rule
6. Update on Hesco Barrier Placement Project
7. Update on Sierra Blanca Regional Airport Projects

REPORTS FROM MUNICIPAL OFFICIALS.

PUBLIC HEARINGS.

1. Public Hearing for Consideration of a Restaurant B -Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service for Grill Caliente located at 2800 Sudderth Dr., Ruidoso, New Mexico.
2. Public Hearing for Consideration of a Small Brewer Off-Site Location Liquor License for Lost Hiker Brewing Company located at 2356 Sudderth Dr., Ruidoso, New Mexico.
3. Public Hearing for Adoption of Ordinance 2025-05, an Ordinance Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement by and Between the Village of Ruidoso and the New Mexico Finance Authority in the Amount of \$1,502,424.00, Together with Interest Thereon for the Purpose of Purchasing Two Class A Pumper Fire Trucks and Authorizing the Taking of Actions in Connection with the Execution and Delivery of the Loan Agreement and Intercept Agreement.

REGULAR ITEMS.

1. Discussion and Possible Action on Purchase of Four (4) 2026 Ram 3500 Tradesman Regular Cab Trucks from Melloy CJDR for the Solid Waste Department Utilizing New Mexico State Price Agreement 40-00000-24-00068 in the Amount of \$302,656.00.
2. Discussion and Possible Action on the Purchase of Two (2) 2024 Peterbilt Model 520 Refuse Trucks from Hunter Truck Sales for the Solid Waste Department Utilizing Sourcewell Contract #032824-PMC in the Amount of \$443,400.00.

3. Discussion and Possible Action on Award to Bixby Electric Inc., for Airfield Electrical Vault and Equipment, Precision Approach Path Indicator (PAPI-4) System, and Runway 6-24 LED Lighting and Signage at the Sierra Blanca Regional Airport in the Amount of \$1,421,665.43 Including NMGR.T.
4. Discussion and Possible Action on Task Order RFP #2025-002P-02 for Professional Services for Disaster Recovery Coordinator for the 2025 Monsoon Season, with D.W. Dukes, LLC, in the Amount of \$756,056.00, Including NMGR.T.
5. Discussion and Possible Action on Change Order #1 to Task Order RFP #2025-002P-01 for Professional Services for Disaster Recovery Coordinator for the 2024 Southfork Disaster (DR-4795) with D.W. Dukes, LLC, for a Reduction of \$913,517.00, Including NMGR.T.

CLOSED SESSION.

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

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

ADJOURN.

I certify that notice has been given in compliance with 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.

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 1.

To: Mayor Crawford and Councilors

Presenter(s): Jini S. Turri, Village Clerk

Meeting Date: September 9, 2025

Re: Approval of Governing Body Minutes

Item Summary:

Approval of Governing Body Minutes
August 12, 2025 - Regular Meeting
August 22, 2025 - Special Meeting
September 3, 2025 - Special Meeting

Financial Impact:

None

Item Discussion:

Approval of Governing Body Minutes
August 12, 2025 - Regular Meeting
August 22, 2025 - Special Meeting
September 3, 2025 - Special Meeting

Recommendations:

To Approve Governing Body Minutes
August 12, 2025 - Regular Meeting
August 22, 2025 - Special Meeting
September 3, 2025 - Special Meeting

ATTACHMENTS:

Description

Regular Meeting Minutes - August 12, 2025
Special Meeting Minutes August 22, 2025
Special Meeting Minutes September 3, 2025

**VILLAGE OF RUIDOSO
GOVERNING BODY, REGULAR MEETING
313 CREE MEADOWS DRIVE, RUIDOSO, NEW MEXICO 88345
AUGUST 12, 2025**

CALL TO ORDER

Mayor Lynn D. Crawford, called the Regular Meeting of the Governing Body, Village of Ruidoso to order at 1:00 p.m. by calling for a Moment of Silence, the Pledge of Allegiance and Salute to the State Flag. Councilors Salas, Cory, Hooker, Eby and Lutterman were recorded present in person. Councilor Jackson was absent. Municipal employees present were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Jini S. Turri, Village Clerk; Adam Sanchez, Public Works Director; Matthew Baird, Parks and Recreation Director; Anthony Montes, Community Center Manager; Zachary J. Cook, Village Attorney; Judi Starkovich, Finance Director; Dick Cooke, Forestry Director; Steven Minner, Police Chief; Jacquelyn Pena, Water Resource Director; DD Staab, Library Director; Isaac Garcia, RWWTP Manager; Amber Word, Community Center Coordinator; Randy Koehn, Water Production Manager; Robin Parks, Staff Accountant II; Cade Hall, Fire Chief; Eddie Ryan, Manager of Events and Strategic Partnerships; Chrysanti Jones, Short Term Rental Admin Asst. II; Brian Parker; Madison Schlotfeldt, Staff Accountant II; Stephanie Warren, GIS Coordinator/Planning; Levi Beaty, Project Manager; Isabel Martinez, Water Resource Specialist; Larissa Aparacio, Utility Billing Clerk; Ann Lowery, Police Admin Asst; Bernadeen Herrera, Convention Center Manager; Connie Tucker, Water Resource Director; Austin Meuli, Asst. Fire Chief; David Myers, Building/Electrical Inspector; Samantha Mars; Alex Koenig, Community Development Director; Jim Kinser, Multi-Discipline Building Inspector; Britta Magnussun, Admin Asst II; Johanna Quintana, HR Generalist; Cheryl Gerthe, HR Manager; and Christy Coker, Purchasing Agent. There were approximately 3 visitors in attendance.

APPROVAL OF AGENDA.

Councilor Hooker moved to approve the agenda, allow the Mayor to move items as necessary, and to remove #9 under Consent Items, "Approval of Assignment of Lease Agreement between Bobby Pennell and Charles & Tammy Camilleri and George Ryan of Land Lease for Hangar P-14 at the Sierra Blanca Regional Airport" from the agenda, Councilor Cory seconded the motion and the motion carried with a roll call vote of all present voting "aye".

CONSENT REGULAR ITEMS.

Councilor Salas moved to approve the Consent Regular Items as presented, with the exception of #9, "Approval of Assignment of Lease Agreement between Bobby Pennell and Charles & Tammy Camilleri and George Ryan of Land Lease for Hangar P-14 at the Sierra Blanca Regional Airport", Councilor Hooker seconded the motion and the motion carried with a roll call vote of all present voting "aye".

1. Approval of Governing Body Minutes
July 8, 2025 - Regular Meeting

July 24, 2025 - Special Meeting
July 29, 2025 - Special Meeting
August 5, 2025 - Workshop Meeting

2. Approval of Certificate of Records Destruction No. 2025-03
3. Approval of Request to Schedule a Public Hearing for September 9, 2025, for Consideration of a Restaurant B -Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service for Grill Caliente located at 2800 Sudderth Dr., Ruidoso, New Mexico.
4. Approval of Request to Schedule a Public Hearing for September 9, 2025, for Consideration of a Small Brewer Off-Site Location Liquor License for Lost Hiker Brewing Company located at 2356 Sudderth Dr., Ruidoso, New Mexico.
5. Approval of Request to Schedule a Public Hearing for September 9, 2025, for Consideration of Ordinance 2025-05, an Ordinance Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement by and Between the Village of Ruidoso and the New Mexico Finance Authority in the Amount of \$1,502,424.00, Together with Interest Thereon for the Purpose of Purchasing Two Class A Pumper Fire Trucks and Authorizing the Taking of Actions in Connection with the Execution and Delivery of the Loan Agreement and Intercept Agreement.
6. Approval on Adoption of Resolution 2025-27 a Resolution Approving an Agreement Setting Forth the Terms and Conditions of Active Membership with the Southeastern New Mexico Economic Development District/Council of Governments in the Amount of \$2,450.00.
7. Approval of Award of RFP #2025-012P to Able City, LLC for Comprehensive Master Planning and Economic Analysis Services.
8. Approval of Small Government Enterprise Agreement with Environmental Systems Research Institute (ESRI) in an Amount not to Exceed \$30,200.00 per year for a Three-Year Term for a Total Amount of \$90,600.00, including NMGR
9. Approval of Assignment of Lease Agreement Between Bobby Pennell and Charles & Tammy Camilleri and George Ryan of Land Lease for Hangar P-14 at the Sierra Blanca Regional Airport

PUBLIC INPUT.

Toodie Stone, 110 Metate Ave., expressed her concerns to Council about whether or not access to Upper Canyon would be open for those visiting the Village for the Xterra event. She also asked where the EPA would be beginning work, would it be at the first bridge in Upper Canyon or the second?

Bill Hall stated that all residents and visitors should listen to the Monday with the Mayor radio show as it answers many questions that people have. He also promoted the Village

building additional disc golf courses using lodger's tax funds. Mr. Hall recommended that a one page article be put on the Village website explaining FEMA and other grant processes.

MAYORAL REPORTS AND PRESENTATIONS.

1. Presentation of New Employees, Promotions and Transfers

Mayor Crawford presented the following new employees, promotions and transfers:

New Employees:

Raymond Torres- Forestry Maintenance Tech - DOH: 7/14/2025

Constance Tucker - Water Resource Director - DOH: 7/14/2025

David Eloy Klein - Convention Center Maintenance Tech- DOH: 7/28/2025

Promotions:

- Jeremy Brown - "Interim" Water Distribution Supervisor- DOP: 7/13/2025

Larissa Aparico- Utility Billing Clerk II- DOP: 7/28/2025

Alex Eakins- Youth & Adult Sports Coordinator; DOP: 8/10/2025

Transfers:

- Amber Word - Convention Center Administrative Assistant; DOT: 8/11/2025

2. Presentation of Employees and Department of the Quarter

Employees - Quarter 2

Administration-Johanna Quintana, Human Resources

Community Services - David Myers, Community Development

Public Safety - Justin Mize, Fire Department

Public Works - Samantha Mars, Water Distribution/Sewer

Department - Quarter 2

Community Development

Mayor Crawford presented the following Employees and Department of the Quarter

Employees - Quarter 2

Administration-Johanna Quintana, Human Resources

Community Services - David Myers, Community Development

Public Safety - Justin Mize, Fire Department

Public Works - Samantha Mars, Water Distribution/Sewer

Department - Quarter 2

Community Development

BOARD AND COMMISSION APPOINTMENTS.

1. Appointment of James Rupley to the Lodger's Tax Committee

The Mayor recommended to Council the appointment of James Rupley to serve on The Lodger's Tax Committee. Councilor Lutterman made a motion to approve the appointment, Councilor Hooker seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

VILLAGE MANAGER REPORT.

1. Village Manager's Report

Ronald L. Sena, Village Manager, presented his monthly managers report.

2. Update on Service with Zia Trans

Peggy O'Neil and Joe Hardin representing Zia Trans appeared via Zoom and presented to the Council that Zia Trans will only be providing transportation services to the Village of Ruidoso through the month of August, 2025. They explained that the discontinuation of services is due to lack of drivers to provide the service, they further explained that funding of the service was not a factor in the discontinuation.

3. Update on XTERRA Event August 14-17, 2025

Eddie Ryan, Manager of Events of Strategic Partnerships, stated that the XTERRA event held August 15-17, 2025 in Ruidoso, was a huge success. Eddie thanked all the departments that participated in making the event a success.

4. Update on 603 Mechem

Michael Martinez, Deputy Manager, reported that the project is on hold pending the State evaluating permitting and inspections that should have been done.

5. Update on McDaniel Bridge

Adam Sanchez, Public Works Supervisor; Levi Beaty, Projects Manager and Michael Martinez, Deputy Manager; informed the Council that work on the bridge should begin in September, 2025.

6. Update on FEMA Funded Projects: DR-1783 (Hurricane Dolly), DR-4795 (Southfork & Salt Fires), & DR-4886 (2025 Flooding & Landslides)

Adam Sanchez, Public Works Supervisor; Levi Beaty, Projects Manager and Michael Martinez, Deputy Manager; presented to council a list of projects that are being funded by FEMA. The projects are for damage sustained by Hurricane Dolly, the Southfork and Salt Fires and 2025 flooding and landslides.

REPORTS FROM MUNICIPAL OFFICIALS.

Councilor Salas stated that he attended the MOLI class in Albuquerque and that the class was very informative. Councilor Lutterman thanked all the Village employees and all the hard work they do for the Village. She also reported that she wants the residents

of the Village to do know that the Village does all they can do to keep the residents and visitors safe. Councilor Eby stated that he attended the Under the Mountain Sky concert series and Brewdoso. He thanked RMA for their efforts in creating a sense of "normalcy" during hard times. Councilor Cory expressed his concerns for the residents in Upper Canyon. He also stated that the Chamber of Commerce is currently looking for space to operate being that their building on Sudderth was damaged in the flood. Councilor Hooker stated that he was happy to be a resident of the Village.

REGULAR ITEMS.

1. Discussion and Possible Action on Agreement with Able City, LLC for Comprehensive Master Planning and Economic Analysis Services Awarded through RFP #2025-12P in the amount of \$384,065.63 Including NMGR.

Councilor Cory made a motion to award and approve the agreement, Councilor Hooker seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

2. Discussion and Possible Action on Task Order #2024-004P-11 with Souder, Miller & Associates, for Preliminary Design, Final Design, Bid Services, Construction Phase and Construction Observation Services for waterline replacement, on Perk Canyon Drive and North Loop Road, in the Amount of \$313,371.59 Including NMGR.

Councilor Eby made a motion to approve the task order, Councilor Lutterman seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

3. Discussion and Possible Action on Approval of Resolution 2025-28 a Resolution Authorizing the Village of Ruidoso to Apply for a Federal Aviation Administration (FAA) Grant Agreement in the Amount of \$631,579.00 for an Airport Master Plan Update Project

Councilor Lutterman made a motion to adopt the resolution, Councilor Eby seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

4. Discussion and Possible Action on Task Order D with Lochner for a Sierra Blanca Regional Airport Master Plan Update in the Amount of \$627,968.56 including NMGR, Contingent upon Funding From the Federal Aviation Administration (FAA)

Councilor Lutterman made a motion to approve the task order, Councilor Hooker seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

CLOSED SESSION.

Councilor Salas made a motion to recess into:

- Discussion of limited personnel matters. § 10-15-1.H.2, NMSA 1978.
- Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Village of Ruidoso is or may become a participant. §10-15-1.H.7, NMSA 1978.

- Discussion of the purchase, acquisition, and/or disposal of real property and/or water rights by the Village of Ruidoso. § 10-15-1.H.8, NMSA 1978.

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

Mayor Lynn D. Crawford recessed the Regular Meeting and entered into Closed Session at 3:35 p.m.

Present in closed session were members of the Governing Body, Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Zach Cook, Village Attorney; Jini S. Turri, Village Clerk.

Mayor Lynn D. Crawford adjourned the Closed Session and reconvened the Regular Meeting at 4:23 p.m.

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

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

ADJOURN.

There being no further business to come before the Governing Body, Mayor Lynn D. Crawford adjourned the Regular Meeting at 4:25 p.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 9th day of September, 2025.

APPROVED:

Lynn D. Crawford, Mayor

ATTEST:

Jini S Turri, Village Clerk

**VILLAGE OF RUIDOSO
GOVERNING BODY, SPECIAL MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345
AUGUST 22, 2025**

Mayor Crawford called the Special Meeting of the Governing Body, Village of Ruidoso, to order at 10:00 a.m. by calling for a Moment of Silence and the Pledge of Allegiance/Salute to the State Flag. Councilors Salas, Eby, Hooker, Cory and Jackson were recorded present in person. Councilor Lutterman was recorded absent. Municipal employees present in person were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Village Manager; Jini Turri, Village Clerk; Yvonne Vigil, Deputy Village Clerk; Adam Sanchez, Public Works Director; Vyanca Vega, Capital Projects Coordinator; Cade Hall, Fire Chief; Lee Baker, Airport Manager; Eddie Ryan, Manager of Events and Strategic Partnerships; Alex Koenig, Community Development Director; and Steven Minner, Police Chief. There was no Legal Counsel present. Employees present via Zoom were Ann Lowery, Police Department Administrative Assistant; Dianne Staab, Library Manager; and Robin Parks, Staff Accountant II.

1. Discussion and Possible Action on Change Order #1 with J&H Services for High Loop Water System Improvements for an Additional 60 Days for Substantial Completion and a Decrease in the Total Contract in the Amount of \$242,016.90 for a Updated Total Contract Amount of \$5,585,957.10 Including NMGRT.

Adam Sanchez stated that the change order was to add an additional sixty days to the contract and also decrease the contract amount.

Councilor Cory moved to To Approve Change Order #1 with J&H Services for High Loop Water System Improvements for an Additional 60 Days for Substantial Completion and a Decrease in the Total Contract in the Amount of \$242,016.90 for a Updated Total Contract Amount of \$5,585,957.10 Including NMGRT. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

2. Discussion and Possible Action on Amendment #1 with Souder, Miller & Associates for Construction Administration and Observation for the Upper Canyon Diversion Rehabilitation Project in the Amount of \$50,227.13 for a Updated Total Contract Amount of \$375,757.91 Including NMGRT.

Adam Sanchez stated the amendment was to add construction administration and observation services to the contract and to contract amount would be increased.

Councilor Hooker moved To Approve Amendment #1 with Souder, Miller & Associates for Construction Administration and Observation for the Upper Canyon Diversion Rehabilitation Project in the Amount of \$50,227.13 for a Updated Total Contract Amount of \$375,757.91 Including NMGRT. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

3. Discussion and Possible Action on Change order #3 with Spartan Construction for Upper Canyon Diversion Improvements and a Contract Time Extension of 57 Calendar Days in the Amount of \$8,547.01 Including NMGRT.

Adam Sanchez stated the change order covered the cost of new pedestal mounts for the sluice gates and includes a contract time extension of fifty seven calendar days to cover the lead-time on the sliding gates and chain-link material.

Councilor Jackson moved To Approve Change order #3 with Spartan Construction for Upper Canyon Diversion Improvements and a Contract Time Extension of 57 Calendar Days in the Amount of \$8,547.01 Including NMGRT. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

4. Discussion and Possible Action on Adoption of Resolution 2025-30, a Resolution Authorizing Submission of an Aviation Grant Application AIP Project No. 3-35-0052-033-2025 with the Federal Aviation Administration (FAA) and Authorization to Accept the Resulting Grant Offer and to Authorize the Mayor to Sign Grant Agreement and Serve as the Sponsor's Authorized Representative for the Airfield Electrical Vault and Runway 6-24 NAVAID Upgrade Project, in the Amount of \$1,740,876.98 Including NMGRT.

Lee Baker stated the following: bids were received for the on August 11, 2025, one bid was received and reviewed; a great deal of effort was put forth to attract bidders to this project; the advertisement for bids for the project was published for two weeks prior to the bid opening; a pre-bid conference was held onsite to answer questions and show the project to potential bidders; the FAA AIP and AIG funds were pending; It was believed that sufficient funds were available; and the recommendation was to award Schedule I and Schedule II to Bixby Electric, Inc. for a total contract amount of \$1,465,191.86 (including NMGRT) upon receiving concurrence from the Village of Ruidoso and pending availability of funds from the FAA.

Councilor Hooker moved To Approve Adoption of Resolution 2025-30, a Resolution Authorizing Submission of an Aviation Grant Application AIP Project No. 3-35-0052-033-2025 and AIG Project No. 3-35-0052-034-2025 with the Federal Aviation Administration (FAA) and Authorization to Accept the Resulting Grant Offer and to Authorize the Mayor to Sign Grant Agreement and Serve as the Sponsor's Authorized Representative for the Airfield Electrical Vault and Runway 6-24 NAVAID Upgrade Project, in the Amount of \$1,740,876.98 Including NMGRT. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

5. Discussion and Possible Action on Task Order B with Lochner, for Professional Engineering Services on Airfield Electrical Vault and Runway 6-24 NAVAID Upgrade Project at the Sierra Blanca Regional Airport in the Amount of \$276,094.50 Including NMGRT, Contingent upon Funding from the Federal Aviation Administration (FAA).

Lee Baker stated the following: task order B's scope of work would include removal of existing lights and signs and would abandon in-place any direct buried cable; installation of new HIRL LED edge lighting, LED signage, and vault with new conduit, can system, and vault equipment and would construct a new vault; new PAPI-4 system will replace the existing PVASI and VASI units; and the project would also provide an airfield

electrical circuit drawing for circuits coming out of the vault building and other airfield power sources.

Councilor Jackson moved To Approve Task Order B with Lochner, for Professional Engineering Services on Airfield Electrical Vault and Runway 6-24 NAVAID Upgrade Project at the Sierra Blanca Regional Airport in the Amount of \$276,094.50 Including NMGR, Contingent upon Funding from the Federal Aviation Administration (FAA). Councilor Cory seconded and the motion carried with a roll call vote of all ayes.

Cade Hall stated the following: the Ruidoso Downs Fire Department requested help with coverage in Ruidoso Downs; Chief Keck would be out of town and there are not enough staff members to cover for him; Ruidoso Fire Department would assist as per the memorandum of understanding already in place.

ADJOURNMENT:

There being no further business to come before the Governing Body, Mayor Crawford adjourned the Special Meeting at 10:26 a.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 9th day of September, 2025.

APPROVED: _____
Lynn D. Crawford, Mayor

ATTEST: _____
Jini S. Turri, MMC, Village Clerk

**VILLAGE OF RUIDOSO
GOVERNING BODY, SPECIAL MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345
SEPTEMBER 3, 2025**

Mayor Crawford called the Special Meeting of the Governing Body, Village of Ruidoso, to order at 11:00 a.m. by calling for a Moment of Silence and the Pledge of Allegiance/Salute to the State Flag. Councilors Salas, Eby, Hooker, Cory and Lutterman were recorded present in person. Councilor Jackson was recorded absent. Municipal employees present in person were Ronald L. Sena, Village Manager; Yvonne Vigil, Deputy Village Clerk; Adam Sanchez, Public Works Director; Vyanca Vega, Capital Projects Coordinator; Alex Koenig, Community Development Director; Matthew Baird, Parks and Recreation Director; Constance Tucker, Water Resource Director; Christy Coker, Costumer Service Manager; Esteban Monrreal, Purchasing Agent; and Steven Minner, Police Chief. Legal Counsel present was Zachary Cook. Employees present via Zoom were Madison Schlotfeldt, Staff Accountant II; Jaime Urban, Police Lieutenant; Anthony Montes, Community Center Manager; Dianne Staab, Library Manager; and Robin Parks, Staff Accountant II.

1. Discussion and Possible Action on Ratification of Adoption of Resolution 2025-29, a Resolution Authorizing the Assignment of Official Representatives and Signatory Authorities for the RIP 00084 Grant Agreement to be Used for Emergency Sewer and Water Repairs.

Ronald Sena stated the following: The New Mexico Environment Department extended a grant to the Village for emergency sewer and water line repairs as a result of the flooding associated with the Monsoon rains; the resolution assigned Village representatives to be signatory authorities for the agreement, who can apply for reimbursements, and who can act as the project contact; and the following employees/positions were Lynn D. Crawford as the signatory authority, Judi Starkovich as the official borrower representative and Ronald Sena as signatory authority for pay requests.

Councilor Hooker moved To Approve Ratification of Adoption of Resolution 2025-29, a Resolution Authorizing the Assignment of Official Representatives and Signatory Authorities for the RIP 00084 Grant Agreement for \$500,000.00 to be Used for Emergency Sewer and Water Repairs. Councilor Cory seconded and the motion carried with a roll call vote of all ayes.

2. Discussion and Possible Action on Adoption of Resolution 2025-31, a Resolution Authorizing and Approving the Submission of Completed Grant-Loan Applications for Financial Assistance to the New Mexico Finance Authority Water Trust Board on Eleven (11) Projects for Fiscal Year 2026.

Adam Sanchez stated the following: the Village would be filing eleven applications to the

New Mexico Water Trust Board for funding for the 2026 Water Project Fund funding cycle; and the following projects included, but were not limited to the following:

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

Councilor Cory moved To Approve Adoption of Resolution 2025-31, a Resolution Authorizing and Approving the Submission of Completed Grant-Loan Applications for Financial Assistance to the New Mexico Finance Authority Water Trust Board on Eleven (11) Projects for Fiscal Year 2026. Councilor Salas seconded and the motion carried with a roll call vote of all ayes.

3. Discussion and Possible Action on Award of Proposal from Rymarc Construction, Inc., on Construction of Three (3) Metal Trash Racks on Village Owned Property, Utilizing NM GSD Statewide Price Agreement No. 30- 00000-23-00070, in the Amount of \$344,595.59 Including NMGRT.

Adam Sanchez stated the scope of work would include the the build of three trash racks made of schedule 80 steel material, at Ruidoso Downs on Village owned property; and the trash racks will help trap debris from flooding.

Councilor Eby moved To Approve Proposal from Rymarc Construction, Inc., on Construction of Three (3) Metal Trash Racks on Village Owned Property, Utilizing NM GSD Statewide Price Agreement No. 30- 00000-23-00070, in the Amount of \$344,595.59 Including NMGRT. Councilor Lutterman seconded and the motion carried with a roll call vote of all ayes.

4. Discussion and Possible Action on Task Order #2024-003P-08 with Bohannon Huston Inc., for Professional Engineering Services on Flood-Damaged Infrastructure that Includes Restoration and Improvements of Local Paved Roadways, Local All-Weather Roadways (gravel roads), Paved and All-Weather Driveways, Culverts, Embankments, Erosion Control Measures, and Retaining Wall, in the Amount of \$586,635.55 Including NMGRT.

Adam Sanchez stated the following; The project involved engineering design services for the restoration of flood-damaged infrastructure captured under FEMA PW #11, #24, #290, and #299; the work included restoration and improvements of local paved roadways, local all-weather roadways, paved and all-weather driveways, culverts, embankments, erosion control measures, and a retaining wall damaged by the 2024 flood event; the engineering firm would prepare construction plans and specifications to support competitive bidding by general contractors; and the project roadways included the following:

1. Marie Lane
2. Deck Road
3. River Pine Circle
4. Terrace Drive
5. Fern Trail
6. North Grindstone Road
7. Wilson Lane
8. River Trail
9. Robin Road
10. Hart Avenue
11. Foothill Road
12. Kansas City Road
13. Ike Wingfield Drive
14. George McCarty Drive
15. Bradley Drive
- 163 Royal Drive
17. Main Road
18. Country Club Drive
19. Eagle Drive
20. Hull Road
21. Reese Drive
22. Gavilan Canyon Road
23. Alpine Village Road
24. Brady Canyon Road
25. Main Road
26. Cree Meadows Drive
27. Paradise Canyon Drive

Councilor Hooker moved To Approve Task Order #2024-003P-08 with Bohannon Huston Inc., for Professional Engineering Services on Flood-Damaged Infrastructure that Includes Restoration and Improvements of Local Paved Roadways, Local All-Weather Roadways (gravel roads), Paved and All-Weather Driveways, Culverts, Embankments, Erosion Control Measures, and Retaining Wall, in the Amount of \$586,635.55 Including NMGR. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

5. CLOSED SESSION:

Councilor Hooker made a motion to recess into:

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

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

Mayor Crawford recessed the Special Meeting and entered into Closed Session at 11:16 a.m.

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

Mayor Crawford adjourned the Closed Session and reconvened the Regular Meeting at 11:53 p.m.

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

ADJOURNMENT:

There being no further business to come before the Governing Body, Mayor Crawford adjourned the Special Meeting at 11:54 a.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 14th day of October, 2025.

APPROVED: _____
Lynn D. Crawford, Mayor

ATTEST: _____
Jini S. Turri, MMC, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 2.

To: Mayor Crawford and Councilors

Presenter(s): Yvonne Vigil, Deputy Clerk

Meeting Date: September 9, 2025

Re: Approval of Request to Schedule a Public Hearing for October 14, 2025, for Consideration of a Restaurant A -Beer and Wine Liquor License with Martin and Kristi Espinosa LLC. for dba: The Crow at Marty's Golf House located at 1129 Mechem Dr. Suite C., Ruidoso, New Mexico.

Item Summary:

Approval of Request to Schedule a Public Hearing for October 14, 2025, for Consideration of a Restaurant A -Beer and Wine Liquor License with Martin and Kristi Espinosa LLC. for dba: The Crow at Marty's Golf House located at 1129 Mechem Dr. Suite C., Ruidoso, New Mexico.

Financial Impact:

Issuance of this license will have a positive impact of \$250.00 per year.

Item Discussion:

Public Hearing for October 14, 2025, for Consideration of a Restaurant A -Beer and Wine Liquor License with Martin and Kristi Espinosa LLC. for dba: The Crow at Marty's Golf House located at 1129 Mechem Dr. Suite C., Ruidoso, New Mexico.

Recommendations:

To Approve Request to Schedule a Public Hearing for October 14, 2025, for Consideration of a Restaurant A -Beer and Wine Liquor License with Martin and Kristi Espinosa LLC. for dba: The Crow at Marty's Golf House located at 1129 Mechem Dr. Suite C., Ruidoso, New Mexico.

ATTACHMENTS:

Description

Application

August 20, 2025

USPS Certified Mail No.: 7021 2720 0001 2205 0047

7021 2720 0001 2205 0047

Village of Ruidoso

Attn: Jini S. Turri, Village Clerk
313 Cree Meadows Dr.
Ruidoso, NM 88355

License No. Appl. No.:	Application #BLA-9991
Name of Applicant:	Martin and Kristi Espinosa, LLC
Doing Business As:	The Crow at Marty's Golf House
Proposed Location:	1129 Mechem Dr., Suite C, Ruidoso, NM 88345

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

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

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

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

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

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

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



ABC has no preference in the option you choose.

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

The Applicant is seeking a RESTAURANT A (BEER AND WINE) Liquor License.

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

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

Respectfully,

Tammy M. Sandoval

Tammy M. Sandoval, Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 795-4165 | Main Office: 505 476-4875
Email: Tammy.Sandoval@rld.nm.gov

Enclosures:

1. Original Application (*Page 1 must be signed with entire Application; LOD Approval Letter and both Notices of Publication*)
2. Copy of the Zoning Statement





Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000009991



Business Information

Business Information

Business Name: Martin and Kristi Espinosa, LLC
Business Structure: Limited Liability Company
State Tax ID Number: XX-XXXXX4-00-8
Business Email: martingespinoso@yahoo.com

Type of Business: Alcohol
FEIN: XX-XXX8843

Business Phone: 5759371472

Contact Person Information

Contact Person Name: Martin G. Espinosa
Contact Person Email: martingespinoso@yahoo.com

Contact Person Phone: 5759371472

Business Mailing Address

Mailing Street: 1129 Mechem Dr, Suite C
Mailing State: NM
Mailing Country: US

Mailing City: Ruidoso
Mailing Zip Code: 88345

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

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

Signature of City/County Official: _____ Title: _____

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

Signed by Director: _____ Date: _____



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000009991



Premises Information

Premises DBA

Premises Doing Business As (DBA): The Crow at Marty's Golf House

Proposed Premises Physical Address

Physical Street: 1129 Mechem Dr, Suite C
Physical Zip Code: 88345
Physical County: Lincoln

Physical City: Ruidoso
Physical State: New Mexico

Local Option District: Ruidoso

"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant

The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Specify Owner(s) of the land and building: Sonoran Plaza

Specify Date and Terms of Lease/Operating Agreement: 04/08/2025 - 04/07/2028

Zoning

Is the proposed premises location zoned? Yes

You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.

Specify the zone for proposed premises location (example C-1): C-2

Distance from nearest School

Name of School: White Mountain Elementary
School City: Ruidoso
School Zip Code: 88345

School Street: White Mountain Drive
School State: New Mexico
School Country: United States

School Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: Church of Jesus Christ of Latter-day Saints
Church City: Ruidoso
Church Zip Code: 88345
Church Distance (in feet): More than 1000

Church Street: Mechem Drive
Church State: New Mexico
Church Country: United States

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000009991



Premises Information 2

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

- ☒ A license has never been issued to the location of the proposed premises.
- ☐ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
- ☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
- ☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Questions

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



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000009991



Payment

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

Attestation/Oath

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

Attestation Signature: Martin G. Espinosa

Date: 05/06/2025



May 1, 2025

CONFIRMATION OF ZONING REGULATIONS:

1129 Mechem Drive Ste. C, Ruidoso, New Mexico 88345

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

Current Property Owners:

Sonoran Plaza LLC

Subdivision: Airport West

Legal Description: Lot 5B, Block 1

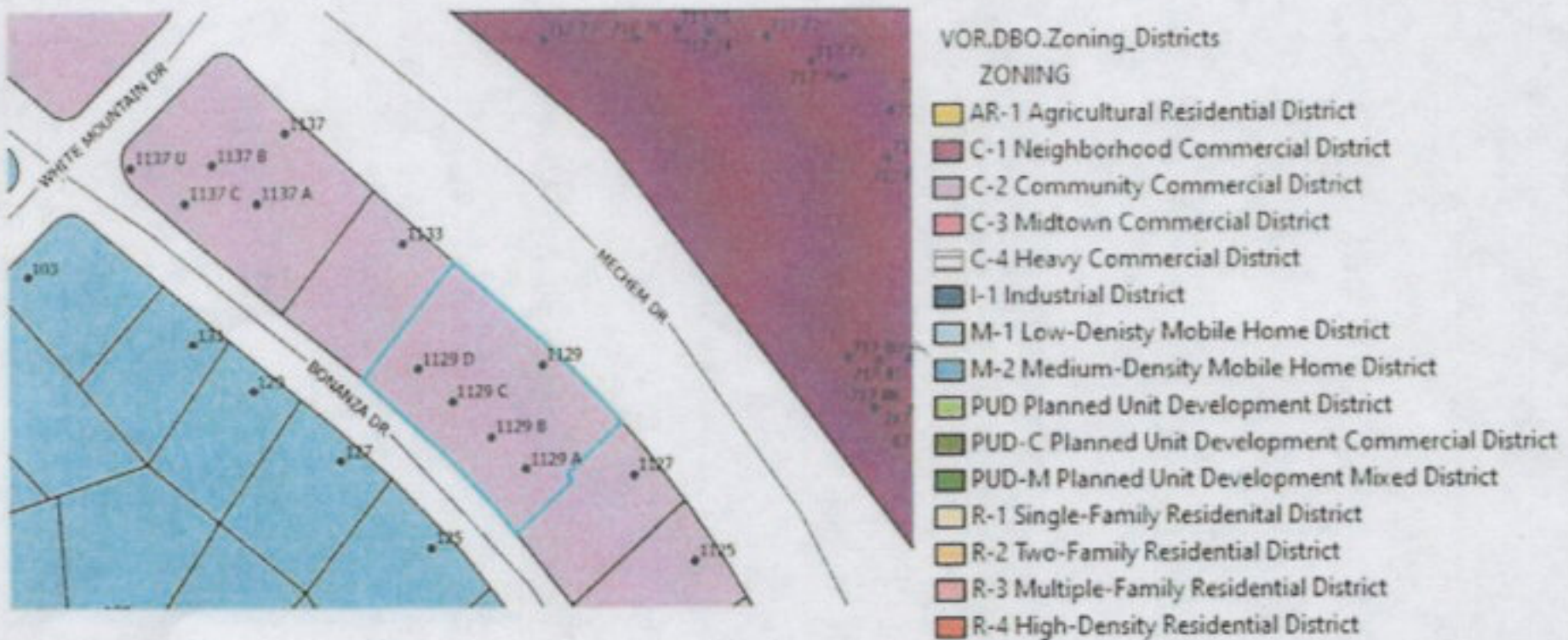
Physical Address: 1129 Mechem Ste C.

Ruidoso, New Mexico 88345

Zoning Designation:

C-2 Community Commercial District

Property Size: 28,430 sq. ft.



Confirmation of Zoning District Designation:

Sec. 54-100. – C-2 Community Commercial District

The purpose of the C-2 Community Commercial District is to provide for low-intensity retail or service outlets which deal directly with the consumer for whom the goods or services are intended. The uses allowed in this district are to provide goods and services on a community market scale and should be located in areas which are served by arterial street facilities.

Sec. 54-100. - C-2 community commercial district.

(b) Principal permitted uses. Principal permitted uses in the C-2 district are as follows, subject to the provisions of subsection (c) of this section (conditional uses):

(25) Retail sales and services.

(24) Restaurants, bars and package liquor sales.

Confirmation of Applicable Codes:

This property is not within 300 feet of a daycare facility or school. The sale of alcohol is permissive within the C-2 Community Commercial District

Please be advised that this should not be construed as a zoning determination or any form of approval, nor should it be interpreted as a guarantee of future regulations. Furthermore, zoning codes, regulations, and district designations are all subject to change by Council action subject to the requisite public hearings. Should you have any questions, contact me at 575-258-6999 ext. 1061 or email Stephanie Warren@Ruidoso-NM.gov.

Confirmed by:



Stephanie J. Warren
GIS Coordinator/Planner

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 3.

To: Mayor Crawford and Councilors

Presenter(s): Alex Koenig, Community Development Director

Meeting Date: September 9, 2025

Re: Approval of Request to Schedule Public Hearing October 14, 2025, for Ordinance 2025-04 An Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Section 54-149 Architectural Design Standards.

Item Summary:

Approval of Request to Schedule Public Hearing October 14, 2025, for Ordinance 2025-04 An Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Section 54-149 Architectural Design Standards.

Financial Impact:

None.

Item Discussion:

Request to Schedule Public Hearing October 14, 2025, for Ordinance 2025-04 An Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Section 54-149 Architectural Design Standards; Chapter 54 Land Use, Article II Zoning, Division 4 Development Standards, Section 54-149 Architectural Design Standards.

The Architectural Design Committee met with members of the Midtown Association and the Chamber of Commerce on August 12, 2025, and members of the Lincoln County Board of Realtors and the Lincoln County Homebuilders Association on August 19, 2025. The Planning Commission held a Public Hearing on June 3, 2025, and September 2, 2025, and recommends approval of the amendments to the Village of Ruidoso Council.

Recommendations:

To Approve Request to Schedule Public Hearing October 14, 2025, for Ordinance 2025-04 An Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Section 54-149 Architectural Design Standards.

ATTACHMENTS:

Description

VILLAGE OF RUIDOSO

ORDINANCE 2025-04

AN ORDINANCE AMENDING THE VILLAGE OF RUIDOSO MUNICIPAL CODE OF ORDINANCE;
CHAPTER 54-LAND USE ARTICLE II-ZONING DIVISION 7- DEVELOPMENT STANDARDS
SECTION 54-133 ARCHITECTURAL DESIGN STANDARDS

WHEREAS, the Village of Ruidoso has previously adopted an ordinance governing the Architectural Design Standards for the Village of Ruidoso;

WHEREAS, the Architectural Design Committee met with members of the Midtown Association and the Chamber of Commerce on August 12, 2025, and members of the Lincoln County Board of Realtors and the Lincoln County Homebuilders Association on August 19, 2025, to gather feedback;

WHEREAS, the Village of Ruidoso Planning Commission held a Public Hearing on June 3, 2025, and September 2, 2025, and recommends approval of the amendments to the Village of Ruidoso Council to adopt the proposed amendments governing the Architectural Design Standards for the Village of Ruidoso;

WHEREAS, the Village of Ruidoso municipal code Section 54-133 (c)(2) shall be amended to remove and strengthen language pertaining to architectural design standards governing metal siding allowances and requirements within the Village of Ruidoso;

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO

THAT: Chapter 54 Article II Section 54-133 is hereby amended by the removal of text and creation of new text as follows:

Bold Underline is text that is proposed for adoption. Strike-out is language deleted.

Chapter 54 – LAND USE

ARTICLE II. - ZONING

DIVISION 7. DEVELOPMENT STANDARDS

Sec. 54-133- ARCHITECTURAL DESIGN STANDARDS

(a) *Purpose; objectives.* The architectural design standards set forth in this section are intended to encourage innovative design with a reasonable degree of freedom of choice while showing a concern for visual amenities and preserving the special qualities inherent in the village that attract tourists and residents alike and that are the basis of the village's economic stability and growth. Objectives of architectural design standards are to:

- (1) Protect property;
- (2) Maintain the high character of community development; and
- (3) Protect real estate from impairment or destruction of value.

(b) *Definitions.* As used in this section, the following terms shall have the meanings designated in this subsection:

- (1) *Accessory building* is as defined in [section 54-66](#).

- (2) *Enamel* means a glassy, opaque substance fused to metal as a protective coating.
- (3) *Exposed* means open to view.
- (c) *Metal siding; cinderblock and cement.* Metal siding, cinderblock and cement on buildings are permitted in all districts with the following limitations:
- (1) Cinderblock and cement walls on structures or portions of structures are permitted in all districts.
 - (2) **All galvanized siding types shall be prohibited.**

The planning administrator may approve metal siding on structures in all districts upon finding that:

- a. ~~Such siding is characteristic of building types within the area; and~~
- b. ~~Metal siding is permitted in residential districts as follows:~~
 - I. ~~On mobile homes permitted by this Code;~~
 - II. ~~On residences and accessory structures, except that raised rib metal, v-rib metal, R-panel siding types are prohibited;~~
 - III. ~~On prefabricated storage structures meeting the requirements of subsection [54-121\(h\)\(5\)](#) and provided that the storage structure does not exceed 120 square feet.~~

(3) The planning administrator shall approve exposed metal siding on structures in all districts when meeting the following requirements:

- a. **On manufactured homes within appropriate residential districts as permitted by this code; or**
- b. **Metal Siding must be a gauge of 26 or heavier; example 18; and**
- c. **A mixed material ratio of each and every exterior wall of:**
 1. **Up to 70% metal, which is printed to resemble wood or stone, or color enameled; and**
 2. **No less than 30% ratio of other materials such as rock, stucco, wood, cementitious siding, vinyl or brick.**

(Code 1985, § 10-5-19; Ord. No. 96-15, 9-10-96; Ord. No. 99-02, 3-30-99; Ord. No. 2019-02, 3-12-19)

Passed, Approved and Adopted this ____ day of _____, 20__.

Lynn D. Crawford, Mayor

SEAL

ATTEST:

Jini Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 4.

To: Mayor Crawford and Councilors

Presenter(s): Jini S. Turri, Village Clerk

Meeting Date: September 9, 2025

Re: Approval of Request to Schedule a Public Hearing for October 14, 2025, for Consideration of a Restaurant B - Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service for Tinsley Hospitality Group, LLC, d.b.a. K-Bob's Steakhouse located at US Hwy 70, Ruidoso, NM 88345.

Item Summary:

Approval of Request to Schedule a Public Hearing for October 14, 2025, for Consideration of a Restaurant B - Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service for Tinsley Hospitality Group, LLC, d.b.a. K-Bob's Steakhouse located at US Hwy 70, Ruidoso, NM 88345.

Financial Impact:

Issuance of the liquor license will have a positive impact of \$250.00 per year.

Item Discussion:

Consideration of a Restaurant B - Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service for Tinsley Hospitality Group, LLC, d.b.a. K-Bob's Steakhouse located at US Hwy 70, Ruidoso, NM 88345

Recommendations:

To Approve Request to Schedule a Public Hearing for October 14, 2025, for Consideration of a Restaurant B - Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service for Tinsley Hospitality Group, LLC, d.b.a. K-Bob's Steakhouse located at US Hwy 70, Ruidoso, NM 88345

ATTACHMENTS:

Description

Liquor License Application - K-Bob's

August 25, 2025

Certified Mail No.: 7021 2720 0001 2205 1341

Village of Ruidoso

Jini S. Turri, Village Clerk
313 Cree Meadows Rd.
Ruidoso, NM 88345

Lic. No. /Appl. No.: BLA-0000011492
Name of Applicant: Tinsley Hospitality Group, LLC
Doing Business As: K-Bob's Steakhouse in Ruidoso, NM
Proposed Location: 157 U.S. Hwy. 70, Ruidoso, New Mexico 88345

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

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

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

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

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

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

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

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

ABC has no preference in the option you choose.

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

THE APPLICANT IS SEEKING RESTAURANT B – BEER, WINE AND SPIRITS LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY WITH PATIO SERVICE

Pursuant to Rule 15.10.32.8 If the proposed licensed premises is within 400 feet of a church or school, and the applicant does not admit the proposed licensed premises is within 300 feet of a church or school, the application must be accompanied by a certified report of a registered engineer or duly licensed surveyor or may obtain a waiver from a local option district governing body for the proposed location. The applicant currently is seeking a waiver.

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

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

Respectfully,

Trinidad Alderete

Digitally signed by Trinidad
Alderete
Date: 2025.08.25 12:15:50 -06'00'

Trinidad Alderete

Hearing Officer

NM Regulation & Licensing Department

Alcoholic Beverage Control Division

Phone: (505) 469-3172

Email: trinidad.alderete@rld.nm.gov

Enclosures:

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



Alcoholic Beverage Control Division
Restaurant B Intake Application
Application Number: BLA-0000011492



Business Information

Business Information

Business Name: Tinsley Hospitality Group LLC
Business Structure: Limited Liability Company
State Tax ID Number: XX-XXXXXX4-00-3
Business Email: ed@tinsleyiv.com

Type of Business: Alcohol
FEIN: XX-XXX2177

Business Phone: 5056145712

Contact Person Information

Contact Person Name: Edward Tinsley
Contact Person Email: ed@tinsleyiv.com

Contact Person Phone: 5056145712

Business Mailing Address

Mailing Street: 401 Church St Flr 30 Ste3000
Mailing State: TN
Mailing Country: US

Mailing City: Nashville
Mailing Zip Code: 37219

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

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

Signature of City/County Official: _____ Title: _____

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

Signed by Director: _____ Date: _____



Alcoholic Beverage Control Division
Restaurant B Intake Application
Application Number: BLA-0000011492



Premises Information

Premises DBA

Premises Doing Business As (DBA): KBOB'S STEAKHOUSE IN RUIDOSO, NM

Proposed Premises Physical Address

Physical Street: 157 U.S. Hwy 70

Physical Zip Code: 88345

Physical County: Lincoln

Local Option District: Ruidoso

Physical City: Ruidoso

Physical State: New Mexico

"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Owned by Applicant

The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Zoning

Is the proposed premises location zoned? Yes

You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.

Specify the zone for proposed premises location (example C-1): C-2 Community Commercial District

Distance from nearest School

Name of School: Nob Hill Early Childhood Center

School City: Ruidoso

School Zip Code: 88345

School Distance (in feet): More than 400 but less than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

School Street: 105 N Sutton Dr

School State: New Mexico

School Country: United States

Distance from nearest Church

Name of Church: First Presbyterian Church

Church City: Ruidoso

Church Zip Code: 88345

Church Distance (in feet): Less than 300

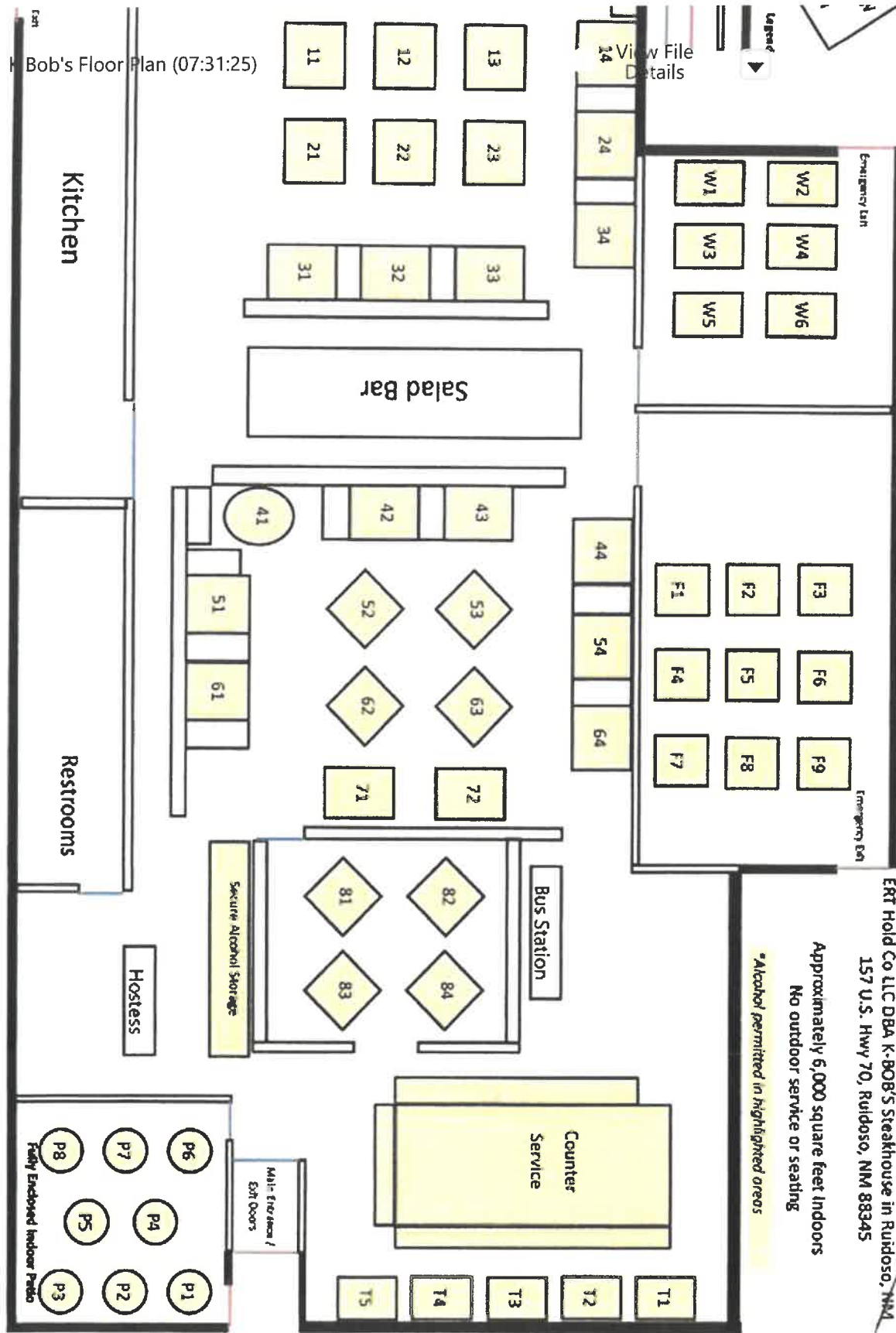
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

The Liquor Control Act prohibits the issuance of a license to a proposed premises within 300 feet of a church or school. However, a license may be granted for a proposed premises if the applicant has obtained a waiver from the local option district governing body for the proposed premises location.

Church Street: 101 N Sutton Dr

Church State: New Mexico

Church Country: United States



US HIGHWAY 70

ERT Hold Co LLC DBA K-BOB'S Steakhouse in Ruidoso, NM
157 U.S. Hwy 70, Ruidoso, NM 88345

Approximately 6,000 square feet indoors
No outdoor service or seating
**Alcohol permitted in highlighted areas*



June 12, 2025

**CONFIRMATION OF ZONING REGULATIONS:
26002 US Highway 70, Ruidoso, New Mexico 88345**

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

Current Property Owners:

Tinsley Hospitality Group LLC

Tenant: K-Bobs

Subdivision: N/A

Legal Description: T11S R13E

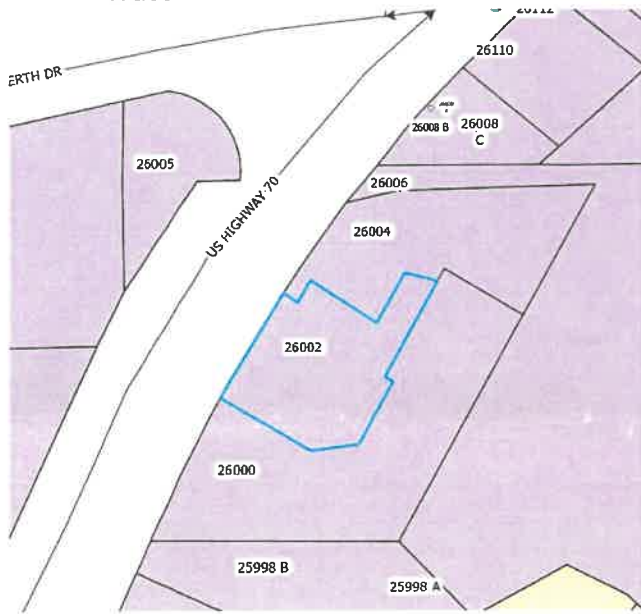
Section 25; Tract 1A of the K-Bob's
Tract

Physical Address: 26002 US Highway
70, Ruidoso, New Mexico 88345

Zoning Designation:

C-2 Community Commercial District

Property Size: 39,911 sq. ft



VOR.DBO.Zoning_Districts

ZONING

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

Confirmation of Zoning District Designation:

The location of the property was found to be 300 ft of a Church; this property is not located within 300 ft of a registered School or Daycare Facility.

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

The purpose of the C-2 Community Commercial District is to provide for low-intensity retail or service outlets which deal directly with the consumer for whom the goods or services are intended. The uses allowed in this district are to provide goods and services on a community market scale and should be located in areas which are served by arterial street facilities. The requested use for a restaurant serving alcohol, and bars are permissive use within the C-2 Community Commercial District:

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

Table 54.53.1 Allowable Uses																
P = Permissive Use T = Temporary Use																
C = Conditional Use																
A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Agricultural Uses																
Farm and ranch					P											
Plant nursery					P											
Private stables	C				P											
Cannabis producer					P						P	P				Sec. 54-85 (a)(1)
Cannabis producer microbusiness					P							P				Sec. 54-85(a)(2)
Residential Uses																
Single family dwellings ¹	P	P			P	P	P	C					P	P		Sec. 54-85(b)(1)
Two-family dwelling	C	P	P					C					P	P		Sec. 54-85(b)(2)
Caretaker quarters								C	C	C	C	C			C	Sec. 54-85(b)(3)
Multifamily dwellings		C	P	P	P	C	C	C	C	C	C		P	P		Sec. 54-85(b)(4)
Mobile home						P	P									Sec. 54-85(b)(5)
Single section manufactured home						P	P									Sec. 54-85(b)(5)
Multi-section manufactured home ¹⁰	P	P			P	P	P	C					P	P		Sec. 54-85(b)(1)
Group home			C	C				C	C							Sec. 54-85(b)(6)
Nursing home								C	C							Sec. 54-85(b)(7)

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

Table 54.53.1 Allowable Uses																
P = Permissive Use T = Temporary Use																
C = Conditional Use																
A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Hospitality/Lodging																
Hotel/motel								P	P	C	C	C		P		Sec. 54-85(c)(1)
Overnight campground									C		C	C				Sec. 54-85(c)(2)
Recreational vehicle park									C		C					Sec. 54-85(c)(3)
Food and Beverage																
Restaurant								P	P	P	C	P		P		Sec. 54-85(e)(5)
Convenience food restaurant									C	C		P				Sec. 54-85(e)(6)(a)
Tap Room/Tasting Room									P	P	C	C		P	P	Sec.54-85(e)(10)
Bar and nightclub									P	P	C	C		P	P	Sec.54-85(e)(8)
Commercial Uses																
Light vehicle washing establishment									C		P	P			P	Sec.54-85(d)(3)
Automobile fuel sales									C		P	P		P	P	Sec.54-85(d)(1)
Automobile, boat, motorcycle, or RV sales and rental									P		P	P		P	P	
Adult or Child Care Facility	C	C	C	C		C	C	P	P	C	P		C	P		Sec.54-85(e)(1)
Convenience food store								P		P	C			P	P	
Retail, general								P	P	P	C	C		P	P	Sec.54-85(e)(2)
Cannabis retailer								P	P	P	C	C			P	Sec.54-85(e)(3)
Cannabis testing laboratory								P	P		P	P				Sec.54-85(f)(8)
Cannabis research laboratory								P	P		P	P				Sec.54-85(f)(7)
Cannabis courier								P	P	P	P			P	P	Sec. 54-85(e)(3)(b)
On-site cannabis consumption premises								P	P	P	C					Sec. 54-85(e)(3)
Cannabis manufacturer									C	C	P	P				Sec.54-85(f)(6)
Tobacco sales								P	P	P	C			P		Sec.54-85(e)(4)
Liquor for consumption off site									P	P	C				C	Sec.54-85(e)(9)
Shopping center								P	P		P	C				
Office								P	P	P	C	C		P	P	

Table 54.53.1 Allowable Uses																
P = Permissive Use T = Temporary Use																
C = Conditional Use																
A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Personal and convenience services								P	P	P	C	C		P	P	
Financial institution								C	P	P	C	C				
Club and meeting facility									P	P	C	C				
Hospital									P		C	C				Sec.54-85(e)(7)
Medical or dental clinic									P	P	C	C				
Radio and television studio									P	P	C	C				
Printing and publishing house									P	P	C	C		P		
Media production facility									P	P	C	P		P	P	
Animal hospital and/or clinic									P			P		P	P	
Animal hospital and/or clinic with open animal runs									C		C	C		C	C	Sec.54-85(e)(11)
Kennel, within an enclosed building									P	C	P	C			P	
Kennel, with open animal runs									C		C				C	Sec.54-85(e)(12)
Adult entertainment, retail sales and/or live entertainment									C							Sec.54-85(e)(13)
Landscape nursery, retail								C	P	C	C	C		P		
Landscape nursery, wholesale or bulk sales									C		P	P		C	P	Sec. 54-85(f)(10)
Mobile Vending									C	C	C	C	C	C	C	Sec.54-85(e)(14)
Industrial Uses																
Artisan manufacturing									P	C	P	P		C	P	Sec.54-85(f)(1)
Light manufacturing									C	C	P	P		C	P	Sec.54-85(f)(2)
Heavy manufacturing											P	P			P	Sec.54-85(f)(3)
Special manufacturing												C			C	Sec. 54-85(f)(4)
Storage units								C	C		P			C	P	Sec.54-85(f)(5)
Building material sales and storage									C		P	P		C	P	Sec.54-85(f)(9)
Feed, grain and fertilizer sales and storage												P		C	P	Sec. 54-85(f)(11)

Table 54.53.1 Allowable Uses

P = Permissive Use T = Temporary Use

C = Conditional Use

A = Accessory Use

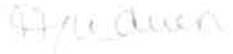
Blank means use is not allowed in the district

	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Firewood sales, splitting and storage									C		P	P			P	Sec.54-85(f)(12)
Bulk fuel sale or storage									C		P	P			P	Sec. 54-85(f)(13)
Automobile, boat, motorcycle or RV service and repair									C		P	P		C	P	Sec.54-85(d)(2)
Heavy vehicle and equipment sales, rental, service and repair											P	P			P	Sec.54-85(f)(14)
Automotive upholstery shop									P		P	P			P	
Tire sales, service and repair									C		P	P			P	
Contractor's shop and yard									C		P	P			P	Sec.54-85(f)(15)
Warehousing, storage and distribution											P	P			P	Sec. 54-85(f)(16)
Metalwork and/or machine shop									C		P	P			P	Sec. 54-85(f)(17)
Glass cutting and finishing									C		P	P			P	Sec. 54-85(f)(18)
Engraving shop									P		P	P			P	Sec. 54-85(f)(19)
Towing or wrecker service											C	P		P		Sec. 54-85(f)(20)
Recycling purchase center, not including processing and storage											C	P		P		
Bulk storage of nonexplosive liquids											C	P		P		Sec. 54-85(f)(21)
Television and radio towers									C		C	P			P	Sec. 54-85(f)(22)
Public/Institutional Uses																
Church	C	C	C	C	C	C	C	P	P	C	P		P	P		
School	C	C	C	C	C	C	C	C	P	C	C			P		
Public Buildings		C	C	C	C	C	C	P	P	P	P	C	P	P	P	
Library								P	P		P		P	P		
Instructional center, other than a school									P	P	P			P		
Trade school									P		P	P		P	P	
Airport												C			C	
Recreation and Entertainment Uses																
Neighborhood Park or public	C	C	C	C	C	C	C	C	C	C	C	C	C	C		Sec.54-85(g)(1)

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

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

Confirmed by:



Stephanie J. Warren
GIS Coordinator & Planner

AGENDA MEMORANDUM

Village of Ruidoso

Consent Regular Item - 5.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: September 9, 2025

Re: Approval of Land Lease Agreement, Contract Number 697DCM-25-L-00127 for a Non Directional Beacon with the Federal Aviation Administration (FAA) at an Off-Site Location for Sierra Blanca Regional Airport.

Item Summary:

Approval of Land Lease Agreement, Contract Number 697DCM-25-L-00127 for a Non Directional Beacon with the Federal Aviation Administration (FAA) at an Off-Site Location for Sierra Blanca Regional Airport.

Financial Impact:

There will be no financial impact for or against the Village of Ruidoso.

Item Discussion:

The Federal Aviation Administration is requesting a new Lease at an existing off-site location for a preexisting (NDB) Non- Directional Beacon Located 7 miles Southeast of the Airport on Village Owned Property for the term Commencing October 1st, 2025, and continuing through September 30th, 2035. The Federal Aviation Administration shall pay the Village of Ruidoso no Monetary Consideration.

Recommendations:

To Approve Land Lease Agreement, Contract Number 697DCM-25-L-00127 for a Non Directional Beacon with the Federal Aviation Administration (FAA) at an Off-Site Location for Sierra Blanca Regional Airport.

ATTACHMENTS:

Description

697dcm-25-l-00127

697dcm-25-l-00127 LEASE



U.S. Department
of Transportation
**Federal Aviation
Administration**

Central Service Area
Real Estate Branch, AAQ-920

10101 Hillwood Parkway
Fort Worth, TX 76177

September 2, 2025

SENT VIA EMAIL

Village of Ruidoso, New Mexico
Attn: Zack Cook, Village Attorney
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

Dear Mr. Cook:

Subject: Expiring Lease No. DTFACN-15-L-00164
Succeeding Contract No. 697DCM-25-L-00127
(SRR) NDB
Ruidoso, New Mexico

The Federal Aviation Administration's (FAA) Lease No. DTFACN-15-L-00164 providing land rights for a Non-Directional Beacon (NDB) located in Ruidoso, New Mexico expires by its terms on September 30, 2025. The FAA has an ongoing need to occupy the premises.

As explained in our recent communications, there is a mandatory requirement to add security clauses into all FAA real estate contracts. As a reminder, please mark applicable response in Clauses 6.9.5-1(c) and 6.9.5-2(d) for Representations accordingly.

Attached is succeeding Contract No. 697DCM-25-L-00127. Please sign and date in the presence of a notary to complete the Certificate of Acknowledgement, insert the appropriate marks for Representations, and return the lease as a PDF document. When received, a fully executed contract will be returned to you for your records.

We want to express our appreciation for your cooperation. If you have any questions, please contact me at melinda.taber@faa.gov or 817-222-4320.

Sincerely,

Melinda J. Taber
Real Estate Contracting Officer

Attachment

OFF AIRPORT LAND LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
VILLAGE OF RUIDOSO, NEW MEXICO

FAA CONTRACT NO: 697DCM-25-L-00127

ATID/FACILITY TYPE: SRR/NDB

LOCATION: RUIDOSO, NEW MEXICO

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between Village of Ruidoso, New Mexico, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party receiving a direct procurement contract from the FAA and who is responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds DTFACN-15-L-00164 and all other previous agreements between the parties for the property described in this document.
4. **Lease Witnesseth (09/2021) 6.1.3** Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:
5. **Description of Premises (09/2021) 6.1.4-3** This contract covers the following described property, hereinafter referred to as the premises and hereby consisting of:

NON DIRECTIONAL BEACON (NDB) FACILITY SITE

A TRACT OF LAND IN THE SW ¼ of the SW ¼ OF SECTION 30 AND THE SE ¼ of the SE ¼ OF SECTION 31 TOWNSHIP 9 SOUTH, RANGE 16 EAST, N.M.P.M., LINCOLN COUNTY, NEW MEXICO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

STARTING AT THE CORNER COMMON TO SECTIONS 29, 30, 31 AND 32, A MARKED STONE IN PLACE; THENCE N 60°40'37" W A DISTANCE OF 454.88 FEET TO THE PLACE OF BEGINNING OF THE HEREON DESCRIBED TRACT OF LAND; THENCE S 89°20'14" W A DISTANCE OF 300.00 FEET; THENCE S 00°38'11" E, A DISTANCE OF 410.00FEET; THENCE N 89°20'14" E A DISTANCE OF 300.00 FEET; THENCE N 00°38'11"W A DISTANCE OF 410.00FEET TO THE PLACE OF BEGINNING AND CONTAINING 2.824 ACRES, MORE OR LESS.

ACCESS ROAD

AN EASEMENT IN THE N ½ NE ¼ OF SECTION 31, THE E ½ SE ¼ NE ¼ OF SECTION 30 AND THE SW ¼ NW ¼ OF SECTION 29, TOWNSHIP 9 SOUTH. RANGE 16 EAST, NMPM., LINCOLN COUNTY, NEW MEXICO, SAID EASEMENT BEING 25 FEET WIDE, SAID EASEMENT BEING 12.5 FEET TO THE RIGHT AND 12.5 FEET WIDE TO THE LEFT OF THE FOLLOWING DESCRIBED EASEMENT CENTERLINE:

STARTING AT THE CORNER COMMON TO SECTIONS 29, 30,31 & 32, A MARKED STONE IN PLACE; THENCE S 69°21'06"W A DISTANCE OF 526.15 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT CENTERLINE, SAID POINT BEING ON THE SOUTH BOUNDARY OF THE NON DIRECTIONAL BEACON SITE ON THE LANDS OF JOHN THOMAS ET UX;

THENCE S 26°09'11" E A DISTANCE OF 186.56 FEET;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 4619' 46" AND WHOSE RADIUS IS 116.86 FEET AN ARC DISTANCE OF 94.49 FEET (CH= S 02° 59' 19" E -91.94 FEET);

THENCE S 20°10'34" W A DISTANCE OF 143.62 FEET;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 29' 54' 52" AND WHOSE RADIUS IS 187.16 FEET AN ARC DISTANCE OF 97.72 FEET (CH= S 3508' 00"W -96.61 FEET);

THENCE S 50°05' 26" W A DISTANCE OF 299.39 FEET;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 16°05'27" AND WHOSE RADIUS IS 707.47 FEET AN ARC DISTANCE OF 198.68 FEET (CH= S 58°08' 09" W -198.03 FEET);

THENCE S 66°10'53" W A DISTANCE OF 420.29 FEET;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 20°31'50" AND WHOSE RADIUS IS 276.08 FEET AN ARC DISTANCE OF 98.93 FEET (CH= S 7626°48" W -98.40 FEET);

THENCE S 86°42'43" W A DISTANCE OF 121.16 FEET;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 53°10'12" AND WHOSE RADIUS IS 99.91 FEET AN ARC DISTANCE OF 92.72 FEET (CH=N 66°42'11"W -89.43 FEET);

THENCE N 40°07'05" W A DISTANCE OF 102.10 FEET;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 99°05' 02" AND WHOSE RADIUS IS 42.64 FEET AN ARC DISTANCE OF 73.74 FEET (CH= N 09°25'25" E-64.89 FEET);

THENCE N 58°57'56" E A DISTANCE OF 120.86 FEET;

THENCE ALONG A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 15°26'12" AND WHOSE RADIUS IS 368.92 FEET AN ARC DISTANCE OF 99.39 FEET (CH=51°14'50" E-99.09 FEET);

THENCE N 43°31'44" E A DISTANCE OF 124.11 FEET;

THENCE ALONG A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 43° 10'47" AND WHOSE RADIUS IS 505.40 FEET AND ARC DISTANCE OF 380.89 FEET (CH= N 21°56' 21" E -371.94 FEET);

THENCE N 00°20'57" EA DISTANCE OF 264.38 FEET;

THENCE ALONG A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 08°38' 38" AND WHOSE RADIUS IS 661.59 FEET AND ARC DISTANCE OF 99.81 FEET (CH= N 03°58'22" W -99.72 FEET);

THENCE N 08°17' 41" W A DISTANCE OF 386.48 FEET;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 24° 17' 04" AND WHOSE RADIUS IS 464.78 FEET AN ARC DISTANCE OF 197.00 FEET (CH= N 03°50'51" E -195.53 FEET);

THENCE N 15°59'23" E A DISTANCE OF 453.12 FEET;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 26°59' 11" AND WHOSE RADIUS IS 208.37 FEET AN ARC DISTANCE OF 98.14 FEET (CH=N 29°28'59" E -97.24 FEET);

THENCE N 42°58' 34" E A DISTANCE OF 99.01 FEET;

THENCE ALONG A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS N 14°57'50" E AND WHOSE RADIUS IS 380.72 FEET AN ARC DISTANCE OF 99.43 FEET (CH= N 35°29' 39" E -99.15 FEET);

THENCE N 28°00'45" E A DISTANCE OF 138.28 FEET;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 06°27'11" AND WHOSE RADIUS IS 886.96 FEET AN ARC DISTANCE OF 99.89 FEET (CH= N 31°14'20" E -99.84 FEET);

THENCE N 34°27'55" E A DISTANCE OF 91.38 FEET;

THENCE ALONG A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 59°54'14" AND WHOSE RADIUS IS 86.77 FEET AN ARC DISTANCE OF 90.72 FEET (CH= N 04°30'48" E -86.64 FEET);

THENCE N 25°26'18" W A DISTANCE OF 44.90 FEET;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 46°20'33" AND WHOSE RADIUS IS 116.82 FEET AN ARC DISTANCE OF 94.49 FEET (CH= N 02°16'02" W -91.93 FEET);

THENCE N 20°54'15" E A DISTANCE OF 900.35 FEET;

THENCE LEAVING THE LANDS OF JOHN THOMAS AND ENTERING THE LANDS OF PAUL SLAYTON ET UX ALONG A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 26°08'12" AND WHOSE RADIUS IS 430.80 FEET AN ARC DISTANCE OF 196.52 FEET (CH= N 33°58'20" E -OF 194.82);

THENCE N 47°02'26" E A DISTANCE OF 130.36 FEET;

THENCE ALONG A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 21°46'27" AND WHOSE RADIUS IS 259.96 FEET AN ARC DISTANCE OF 98.79 FEET (CH= N 36°09'13" E -98.20 FEET);

THENCE N 25° 15' 59" EA DISTANCE OF 44.47 FEET;

THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 34°10'44" AND WHOSE RADIUS IS 243.95 FEET AN ARC DISTANCE OF 145.53 FEET (CH= N 42°21'21" E -143.38 FEET);

THENCE 59°26'43" E A DISTANCE OF 85.06 FEET;

THENCE LEAVING THE LANDS OF PAUL SLAYTON ET UX AND ENTERING THE LANDS OF THE VILLAGE OF RUIDOSO, ALONG A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 22°25'05" AND WHOSE RADIUS IS 378.46 FEET AN ARC DISTANCE OF 148.08 FEET (CH=N 70°39'15" E - 147.14 FEET);

THENCE N 81°51'48" E A DISTANCE OF 804.49 FEET;

THENCE ALONG A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 34°24'33" AND WHOSE RADIUS IS 80.74 FEET AN ARC DISTANCE OF 48.49 FEET (CH= N 64°39' 31" E -47.76 FEET);

THENCE N 47°27'15" E A DISTANCE OF 119.92 FEET, TO A POINT ON THE WEST RIGHT OF WAY OF NEW MEXICO STATE HWY. NO 380, FROM WHICH POINT THE ¼ CORNER COMMON TO SECTIONS 29 AND 30 BEARS S 54°59'40" W A DISTANCE OF 1296.33 FEET.

A. Together with a right-of-way for ingress to and egress from the premises (for Government employees, their agents and assigns); a right-of-way for establishing and maintaining electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the contractor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route.

B. This contract includes the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of Government facilities.

C. The Government shall also have the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government.

6. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
7. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions

of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

8. **Term (09/2021) 6.2.3** To have and to hold, for the term commencing on October 1, 2025, and continuing through September 30, 2035, inclusive, provided that adequate appropriations are available from year to year for the consideration herein.
9. **Consideration (No Cost) (09/2021) 6.2.4-4** The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.
10. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.
11. **Excuse (09/2021) 6.2.5-3**
 - A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.
 - B. Permissible causes for excuse are:
 - i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
 - ii. acts of the public enemy,
 - iii. acts of the Government in either its sovereign or contractual capacity,
 - iv. pandemic, epidemic, or quarantine restrictions,
 - v. strikes, and
 - vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.
 - C. Excuse will not be granted when:
 - i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
 - ii. the conditions of the property prevent performance;
 - iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
 - iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.
 - D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.
12. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the

same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

13. **Holdover (07/2023) 6.2.12** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.
14. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.
- A. **Officials Not To Benefit (09/2021) 6.3.0-2**
 - B. **Assignment of Claims (09/2021) 6.3.0-3**
 - C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
 - D. **Contingent Fees (09/2021) 6.3.0-5**
15. **Title to Improvements (09/2021) 6.3.5** Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.
16. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.
17. **Changes (07/2023) 6.3.8**
- A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:
 - i. Work or services;
 - ii. Facilities or space layout;
 - iii. Amount of space/land;
 - iv. Any other change made within the scope of this lease.
 - B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:
 - i. An equitable adjustment in the rental rate;
 - ii. A lump sum equitable adjustment;
 - iii. An equitable adjustment of the annual operating costs per rentable square foot; or

iv. An adjustment to the delivery date.

C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment.

D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.

E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.

18. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

19. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.

20. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

21. **Interference (09/2021) 6.3.28** In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.

If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.

Notification under this clause must include the following information, if known:

- A. type of interference,
- B. the commencement date of the interference, and
- C. the root cause of the interference.

22. **Hold Harmless (01/2024) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

23. **Compliance with Applicable Laws (01/2023) 6.3.31-1** This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided

that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

- 24. Notification of Change in Ownership or Control of Land (10/2022) 6.3.34** If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.
- 25. Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
- 26. Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
- 27. Contract Disputes (09/2021) 6.3.39**
- A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
 - B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
 - C. Contract disputes are to be in writing and shall contain:
 - i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
 - ii. The contract number and the name of the Contracting Officer;
 - iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
 - iv. All information establishing that the contract dispute was timely filed;
 - v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
 - vi. The signature of a duly authorized representative of the initiating party
 - D. Contract disputes shall be filed at the following address:
 - i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition

Federal Aviation Administration
Off Airport Land Lease Template, 04/2024
OMB CONTROL NO. 2120-0595

Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290
Facsimile: (202) 267-3720
Alternate Facsimile: (202) 267-1293; or

ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at <http://www.faa.gov>.

28. Clearing/Disposing of Debris (09/2021) 6.3.41

- A. The Government shall notify the Contractor in writing ten (10) days prior to the start of any clearing of trees and/or brush and tree cuttings.
- B. The Contractor grants the Government the right and privilege to enter upon the Contractor's land in order to cut, trim, tip, shape and maintain any trees situated within the premises and said cutting privilege granted to the Government shall include native grasses, scrub brush, and scrub to trees. Only those trees that are determined by the Government to interfere with the operation and proper function of the Government's facility will be subject to the Government's granted privilege. Coordination with the Contractor will be made prior to any cutting of any selected trees.
- C. The Government agrees to dispose of all grass, brush, and tree cuttings by the Government's contractor. All tree logs, limbs, or branches 2 or more inches in diameter and 5 feet in length, shall be stacked in an area selected by the Lessor. The Government's disposal of debris, grass, branches, etc., shall comply with regulatory requirements.

29. Organizational Conflict of Interest (01/2023) 6.3.47

- A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information
- B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure
- C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.
- D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.
- E. The Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

30. Hazardous Substance Contamination (09/2021) 6.8.1 The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of

hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

31. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of

title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

32. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

(1) The offeror represents that it _____ does, _____ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, _____ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

33. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2

NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it does ☐ does not ☐ USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-
If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique

- entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.
- (4) For covered services-
- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

34. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:
Village of Ruidoso, New Mexico
313 Cree Meadows Drive
Ruidoso, NM 88345

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, TX 76177

35. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

THE VILLAGE OF RUIDOSO, NEW MEXICO

By: _____
Lynn D. Crawford
Mayor

Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____
Melinda J. Taber
Real Estate Contracting Officer

Date: _____

CERTIFICATE OF AUTHORIZATION

I, the undersigned, hereby certify that **Lynn D. Crawford**, who signed this instrument on of behalf of **The Village of Ruidoso** is in fact authorized to sign on behalf of **The Village of Ruidoso** by authority of its governing resolution, and is within the scope of its powers.

Print Name: _____

Print Title: _____

Signature: _____

Date: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this, the _____ day of _____, 2025, before me, _____, the undersigned Notary Public, personally appeared, **Lynn D. Crawford**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that he/she executed the same for the purposes therein contained.

Notary Public

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

On this, the _____ day of _____, 2025, before me, _____, the undersigned Notary Public, personally appeared, **Melinda J. Taber** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that he/she executed the same for the purposes therein contained.

Notary Public

AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 1.

To: Mayor Crawford and Councilors

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: September 9, 2025

Re: Presentation of New Employees, Promotions and Transfers

Item Summary:

Presentation of New Employees, Promotions and Transfers

Financial Impact:

None

Item Discussion:

New Employees:

Taylor Sralik – Human Resources Specialist – DOH 8/18/2025
Esteban “Josh” Monrreal – Purchasing Agent – DOH 8/25/2025
Randall Kalama – Certified Patrol Officer – DOH 9/2/2025
Velia Trujillo – Utility Billing Clerk – DOH 9/8/2025
Joely Trujillo - Wingfield Museum Education Curator - DOH 9/8/2025

Promotions:

Christy Coker – Customer Service Manager – effective 8/25/2025
Levi Beaty – Public Works Director – effective 8/25/2025
Josh Long – Assistant Public Works Director – effective 9/8/2025
Vyanca Vega – Project Manager – effective 9/8/2025

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 2.

To: Mayor Crawford and Councilors

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: September 9, 2025

Re: PROCLAMATION: September as "LIBRARY CARD SIGN-UP MONTH"

Item Summary:

PROCLAMATION: September as "LIBRARY CARD SIGN-UP MONTH"

Financial Impact:

None

Item Discussion:

PROCLAMATION: September as "LIBRARY CARD SIGN-UP MONTH"

Recommendations:

None

ATTACHMENTS:

Description

Proclamation

PROCLAMATION



WHEREAS, libraries are foundational to education, imagination, and opportunity, offering everything from early literacy programs to digital tools that support lifelong learning and personal growth; and

WHEREAS, libraries welcome all people, serving as inclusive and accessible community hubs that connect individuals across cultures, generations, and experiences; and

WHEREAS, libraries curate collections and design programs that reflect the diversity of the populations they serve, ensuring equitable access to information, technology, and culture for all; and

WHEREAS, libraries help individuals navigate life's challenges by providing trusted information, digital access, job search support, and connections to essential services; and

WHEREAS, libraries contribute to thriving local economies by equipping job seekers, entrepreneurs, students, and creators with tools and training to succeed; and

WHEREAS, in times of both crisis and calm, libraries and their staff remain steadfast in supporting and strengthening their communities; and

WHEREAS, library resources help households save money, reduce waste, and make sustainable choices, all through the simple power of a shared public good; and

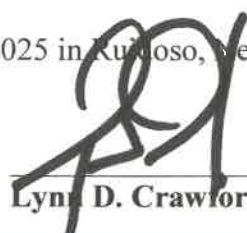
WHEREAS, a library card opens doors to endless possibilities, from books and technology to lifelong learning and imagination.

NOW, THEREFORE, be it resolved that I, Lynn D. Crawford, Mayor of the Village of Ruidoso, do hereby proclaim the month of September as Library Card Sign-Up Month in the Village of Ruidoso, and encourage all residents to sign up for a library card and explore the endless possibilities it offers.

"LIBRARY CARD SIGN-UP MONTH"

PROCLAIMED this 9TH Day of September 2025 in Ruidoso, New Mexico.




Lynn D. Crawford, Mayor

AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 3.

To: Mayor Crawford and Councilors

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: September 9, 2025

Re: Presentation of Retirement Plaque to Cameron Sidwell for his Service to the Village of Ruidoso Fire Department from September 2005 through September 2025

Item Summary:

Presentation of Retirement Plaque to Cameron Sidwell for his Service to the Village of Ruidoso Fire Department from September 2005 through September 2025

Financial Impact:

None

Item Discussion:

Presentation of Retirement Plaque to Cameron Sidwell for his Service to the Village of Ruidoso Fire Department from September 2005 through September 2025

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 4.

To: Mayor Crawford and Councilors

Presenter(s): Gina Corliss, Executive Administrative Assistant

Meeting Date: September 9, 2025

Re: Update on the New Mexico Municipal League Annual Conference

Item Summary:

Update on the New Mexico Municipal League Annual Conference

Financial Impact:

None

Item Discussion:

Update on the New Mexico Municipal League Annual Conference

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 5.

To: Mayor Crawford and Councilors

Presenter(s): Cade Hall, Fire Chief

Meeting Date: September 9, 2025

Re: Update on Fire Department's High Water Rescue Truck

Item Summary:

Update on Fire Department's High Water Rescue Truck

Financial Impact:

None

Item Discussion:

Update on Fire Department's High Water Rescue Truck

Recommendations:

None

ATTACHMENTS:

Description

Pictures











AGENDA MEMORANDUM

Village of Ruidoso

Mayoral Reports and Presentations - 6.

To: Mayor Crawford and Councilors

Presenter(s): Jaquelyne Pena, Water Resource Manager

Meeting Date: September 9, 2025

Re: Update on Rio Ruidoso Watershed Based Plan Project Meeting to be Held September 23, 2025

Item Summary:

Update on Rio Ruidoso Watershed Based Plan Project Meeting to be Held September 23, 2025

Financial Impact:

None

Item Discussion:

Update on Rio Ruidoso Watershed Based Plan Project Meeting to be Held September 23, 2025

Recommendations:

None

ATTACHMENTS:

Description

Letter

The Village of Ruidoso would like to invite you to a partnering meeting to discuss strategic collaboration opportunities on the Rio Ruidoso Watershed Based Plan Project. Funded by EPA, the Village of Ruidoso is working towards an improved and vibrant Rio Ruidoso for the benefit of all. We believe a strong partnership between our organizations will be mutually beneficial and drive significant success for this initiative.

The meeting will be held on September 23, 2025, at the Ruidoso Convention Center located at 111 Sierra Blanca Drive Ruidoso, NM 88345. We will have a presentation to describe the project. The presentation will be held from 5:30 PM to 6 PM. After the presentation it will be an open forum from 6:00 PM to 7:00 PM. Project team members will be available to answer questions and field comments from attendees. A brief survey will be distributed to collect input.

The agenda for our discussion is as follows:

1. Welcome and Introductions
2. Review of current Watershed Based Plan project status and objectives
3. Discussion of potential collaboration areas and synergies
4. Identification of key initiatives and next steps
5. Action items and timeline

We look forward to a productive discussion and building a successful partnership.

Sincerely,



Jaquelyne G. Peña

Water Resource Manager

jaquelynepena@ruidoso-nm.gov

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 1.

To: Mayor Crawford and Councilors

Presenter(s): Ronald Sena, Village Manager

Meeting Date: September 9, 2025

Re: Village Manager's Report

Item Summary:

Village Manager's Report

Financial Impact:

None

Item Discussion:

Village Manager's Report

Recommendations:

None

ATTACHMENTS:

Description

Manager's Report



VILLAGE MANAGER'S REPORT

TO: Honorable Mayor Crawford and Village Council

DATE: September 9, 2025

RE: Village Manager's Report

ADMINISTRATION



The Village of Ruidoso is proud to host the 2025 New Mexico Municipal League (NMML) Annual Conference, taking place September 16–19 at the Ruidoso Convention Center. Municipal leaders and representatives from across the state will come together for four days of workshops, subsection meetings, and networking opportunities—all set against the scenic backdrop of Ruidoso's Mountain village.

68th New Mexico Municipal League Annual Conference –will be held in Ruidoso NM on September 16th - September 19. Several of the Conference Program Highlights Include: Community Project: Two Rivers Park, Golf Outing at The Links Golf Course, Breakout Jam Session: Turning Up the Power of Big Unreasonable Dreams, Partnering for Success: Working Effectively with Consulting Engineers, and Dinner at the Derby at the Ruidoso Jockey Club

NM CITY MANAGEMENT ASSOCIATION MEETING will commence on September 15, 2025, at the Ruidoso Convention Center - Program highlights include: ICMA Ethics Training, NMDOT Transportation Regulation Division Overview – Ambulance and Towing Services Compliance, and Land Use Matters – Permitting Process, Best Practices and Legally Defensible Zoning Decisions.

2025 NMDOT TPF Grant Award for Village Roadway Improvements Project

NMDOT is pleased to inform you that your application for the Transportation Project Fund (TPF) for the project: Village of Ruidoso Roadway Maintenance Project To complete 4.1 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on Meander Dr., Cree Meadows Dr., White

Mountain Meadows Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay though the use of a heater scarify process and/or Micro Surfacing process.

The Village of Ruidoso's project application was approved by the State Transportation Commission on August 27, 2025, and will be included in the New Mexico Department of Transportation's FY26 TPF Program. The total estimated cost for your project is \$2,000,000.00 the Department has allocated \$1,900,000.00 in TPF funds, with a local match requirement of \$100,000.00.

McDaniels Bridge Temporary Replacement Project

The McDaniels Bridge Temporary Replacement Project is underway. The project was awarded to Rymarc Construction at the July 24, 2025, Special Council meeting. The temporary bridge replacement project was funded through the NM Department of Finance Emergency grant funding program in an amount of \$350,000. The project is slated to take approximately six to eight weeks for completion.

Martin Road Bridge Rehabilitation Project

The Martin Road Bridge Reciliation Project is slated to begin following the Monsoon Season. The New Mexico Department of Transportation, District 2 Bridge crew will rehab the bridge by replacing the existing timbers and guardrails. The project has been designed, and materials have been ordered.

Monday with the Mayor Radio Show

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

New Mexico 2025 Legislative Session Capital Outlay Priorities/ Legislative Capital Outlay Requests

As approved by the Council in the ICIP, the Village submitted a total of six (6) 2025 Capital Outlay request forms for project funding consideration. The Village had one (1) Capital Outlay Project approved during the Legislative Session.

- Removal of Trees & Water Shed Improvements (\$750,000) Grant Agreement received for final signatures.

NMDOT Grant Award for Village Roadway Improvements Project

Cutler Repaving, Inc has completed the patching and paving section of the project. The project scope included 4.9 miles of pavement rehabilitation, roadway patching, roadway striping, utility cover adjustments, traffic control, construction observation & testing on White Mountain Dr., Porr Dr., Jack Little Dr., LL Davis Dr., Leon Farrar Dr. & Wingfield Dr., with a 1.5" mill, 1-1.5" remix of existing road, and with a 2" overlay though the use of a heater scarify process. All paving has been completed, with only one item remaining, the striping of the roadways.

U.S. Department of Commerce Invests \$2.3 Million for Roadway Infrastructure Improvements to Support Economic Growth in Ruidoso, New Mexico

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

U.S. Highway 70 and NM Highway 48 intersection & NM Highway 48 Corridor Design Project

Task Orders were issued and approved by the Council to Bohannon Huston, for professional engineering services related to the grant project. This grant will design the restructure of the U.S. Highway 70 and NM Highway 48 intersection to improve access to the business district and support future economic growth. Design work is ongoing.

Upper Sudderth Street Revitalization Design Project

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

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

603 Housing Development Project

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

WSCl is waiting on Pillar Engineering to re-evaluate retaining wall designs and to provide the State CID with the permit requirements for the project. NM CID has placed a stoppage on the project due to the engineering not having a permit for the placement of the retaining walls.

Landscaping start-time is to be determined. The project will also require some site work finished before landscaping can start. Perimeter fencing will be installed following landscaping of property

The Village will utilize millings from the Cutler Repaving project to build the project roadways and have contracted with Rymarc to construct the NM-48 / Mechem driveway & entrance reconstruction.

EyeOnWater Software

The Village of Ruidoso has offered water customers access to software called EyeOnWater, which has an incredibly positive impact on our property owners. EyeOnWater is consumer-engaged software that goes beyond traditional billing statements to connect utility water usage and their customers. The software enables utility customers to access and view their usage profile through easy-to-understand consumption graphs and provides a simple method to establish alerts. This is a perfect tool for those that winter elsewhere. The software is straightforward to set up and use on a computer or smartphone device, placing consumer data in the utility customers' hands. To sign up, you must visit <http://eyeonwater.com/signup> to create your online account. You must enter the service zip code and your billing account number. Instructions are available on the website (<http://Ruidoso-nm.gov>), or you can call the Village Hall at (575) 258-4343.

Fats, Oils, and Grease (FOG)

Fats, oils, and grease can cause blockages and overflows in the sewer collection system. Cooking grease is one of the primary causes of sewer line blockages that result in sewer overflows from manholes or backups. In addition to being costly to clean up, the overflows create potential for property damage and can lead to significant environmental, health and safety risks.

The Village of Ruidoso has a FOG inspection program for food service establishments. The FOG program consists of periodic inspections to determine compliance with the VOR sewer ordinance and to gather records of routine maintenance of grease traps.

VOR residents can help keep our sewer system flowing properly by properly disposing of cooking oil and grease. Here's how you can help.

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

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

PROJECT: Water Conservation and Public Awareness

Purpose:

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

Public Awareness:

- Weekly email blasts to keep businesses and residents aware of the water restrictions (beginning today and ending when all parties agree it is no longer necessary)
- Design a flyer to send home with RMSD students

- Send “village ambassadors” to all service club meetings within the next month to address the situation and have information to hand out
- Add a new page to the Village website that will have all of the water conservation tips available to site visitors
- Level 5 Water Restriction and what that means
- Bypassing Grindstone for the Village water supply
- Fix Your Flapper
- Adding a plastic bottle to the toilet tank
- Customer installing a shut-off valve on their side of the meter

AIRPORT

2024/2025 Operations

474 /534 Up 12.65%

2024 / 2025 Jet A Fuel

20845 / 21010 Up 0.79%

2024 / 2025 100LL Fuel

2578 / 2754 Up 6.8%

- There were 4 medical transports.
- There were 11 Military Operations.
- 08/05 Airport Manager Attended Council Workshop Meeting.
- 08/05 Airport Manager Attended ARFF meeting with Fire Chief, Asst. Fire Chief and Daniel Bastardo.
- 08/06 Airport Manager Attended New Terminal Concept Design Review meeting with Gensler Design Group.
- 08/08 Airport Manager attended Quarterly Airport Managers Meeting in Albuquerque.
- 08/20 Airport Manager and Michael Martinez attended Air Service Operations meeting with Advanced Air.
- 08/22 Airport Manager Attended Team Michael Meeting.
- 08/22 Airport Manager Attended the Special Council Meeting.
- 08/29 Airport Manager Attended Team Michael Meeting.
- Airport Manager Attended some EOC Briefings.

Month	2025 Fuel		Cumulative
	Jet A	100LL	
January	6866	1176	8042
Februray	8622	1338	9960
March	7010	1033	8043
April	10684	1314	11,998
May	13389	1858	15247
June	22,874	1880	24,754
July	18,416	1993	20,409
August	21010	2754	23,774
September			
October			
November			
December			
Total	108871	13346	122227

Daily Fuel Volume Sold						
Receipt Date: 01-Aug-25 to 31-Aug-25						
Merchant Number: 7836						
Receipt Date	Avgas 100LL	Jet A Fuel with FSII Additive	Avg W/S	Max W/S	Operations	Day
1-Aug-25	38.8	240	6.5	15	2	Fr
2-Aug-25	6.4	0	11.6	29	7	Sa
3-Aug-25	178.5	1451	7	10	24	Su
4-Aug-25	113.3	200	6.1	14	14	Mo
5-Aug-25	30	917	7.5	15	20	Tu
6-Aug-25	88.9	0	12.4	18	3	We
7-Aug-25	100.7	904	11.1	20	10	Th
8-Aug-25	130.7	782	10.9	16	16	Fr
9-Aug-25	230.5	280	11	16	21	Sa
10-Aug-25	114.9	1254	12.8	30	29	Su
11-Aug-25	112.3	675	7.4	17	17	Mo
12-Aug-25	53.3	377	5.1	8	27	Tu
13-Aug-25	86.5	210	5.5	13	30	We
14-Aug-25	33.3	1186	6.6	16	30	Th
15-Aug-25	61.2	0	11.8	29	4	Fr
16-Aug-25	77.8	0	5	13	13	Sa
17-Aug-25	101.8	899	9.7	26	18	Su
18-Aug-25	105.8	1311	6.5	18	9	Mo
19-Aug-25	33.6	1191	5.2	10	9	Tu
20-Aug-25	114.9	250	5.3	18	11	We
21-Aug-25	165.4	593	3.3	10	18	Th
22-Aug-25	42	610	4.1	8	10	Fr
23-Aug-25	89.4	20	5.9	13	6	Sa
24-Aug-25	250.5	1027	8.7	16	33	Su
25-Aug-25	50.5	555	9.8	17	19	Mo
26-Aug-25	0	789	8.3	20	18	Tu
27-Aug-25	0	362	8.7	15	14	We
28-Aug-25	91.6	1184	6.9	17	43	Th
29-Aug-25	76.6	1936	7.6	22	26	Fr
30-Aug-25	132.7	377	10	18	15	Sa
31-Aug-25	42.5	1430	10.9	26	18	Su
	2754.4	21010			534	

CLERK

Staff coordinated with various Village of Ruidoso Departments and processed fourteen (14) requests for public information during August 2025. The coordination of these requests involves processing

and tracking from initiation to completion to ensure the Village follows the Inspection of Public Records Act (IPRA). This entails assisting the public with completing the required form with enough specificity for clarification of their request. Staff then coordinate with the departments that have the requested documentation and either schedule a meeting with the IPRA requestor to inspect the documents or provide the copies and receipt payment. If needed, staff prepare correspondence to extend the response period as agreed upon with the department(s).

- Deputy Clerk attended NMML annual conference planning meetings.
- Deputy Clerk participated in an interview panel for the Convention Center Administrative Assistant.
- Clerk and Deputy Clerk continued training in Granicus Peak Agenda software. Software will go live in October.

COMMUNITY DEVELOPMENT

Planning Commission:

The regular meeting for August 5, 2025, was cancelled.

The next regular meeting is on September 2, 2025.

Workforce Housing Advisory Board

The next Regular scheduled meeting is August 28, 2025, at 2 pm.

Re-Addressing Update:

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

Short Term Rentals

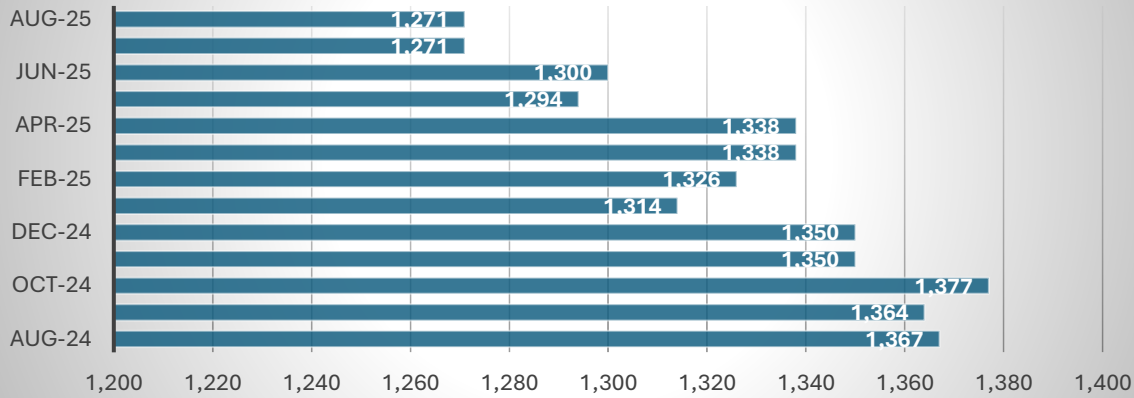
Month Stats

- 1,271 Active STR Properties
- 4,937 Internet listings found throughout the web (VRBO, Airbnb, Flipkey, etc.)
- STR Permit Fees \$ 31,500 – Total
- STR Business Registration Fees \$420 – Total

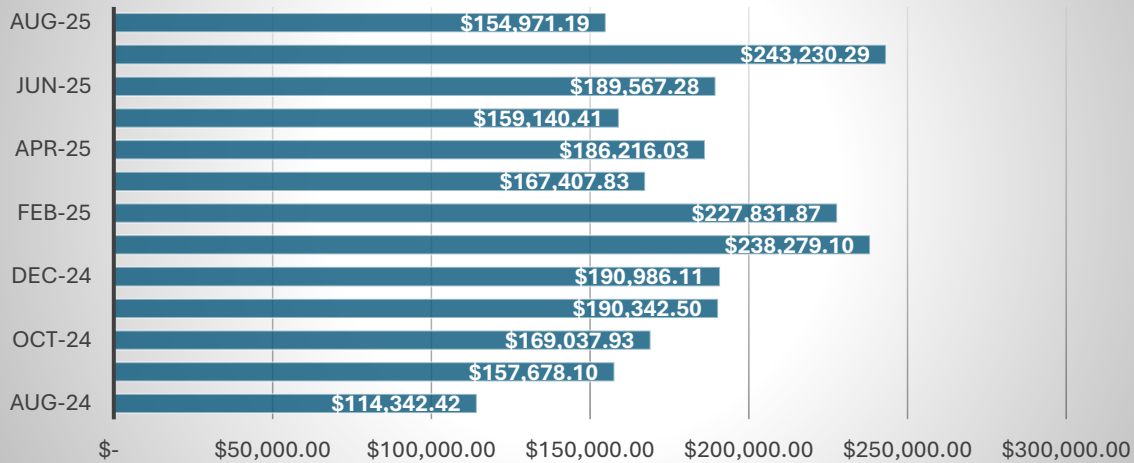
Lodgers Tax

- \$ 154,971.19

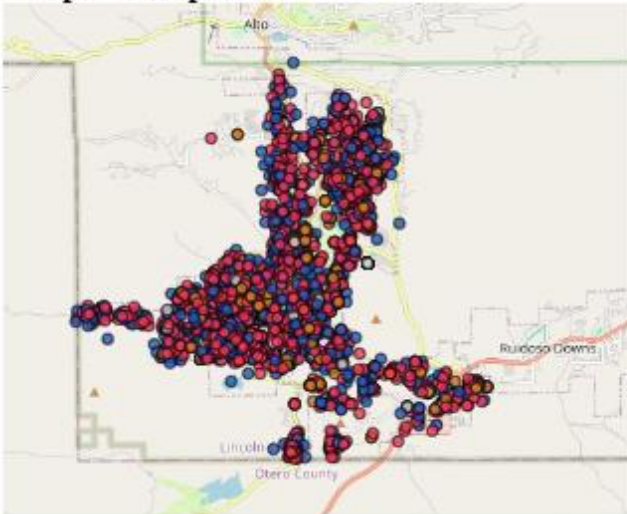
STR Permits



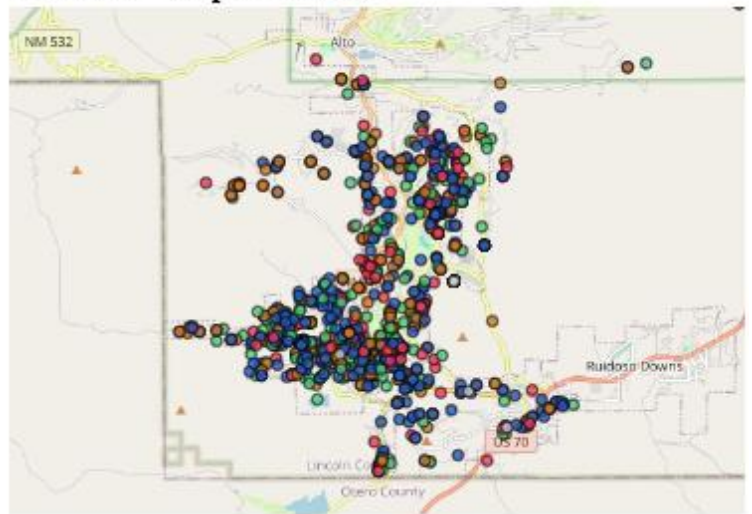
Lodgers Tax Remittance



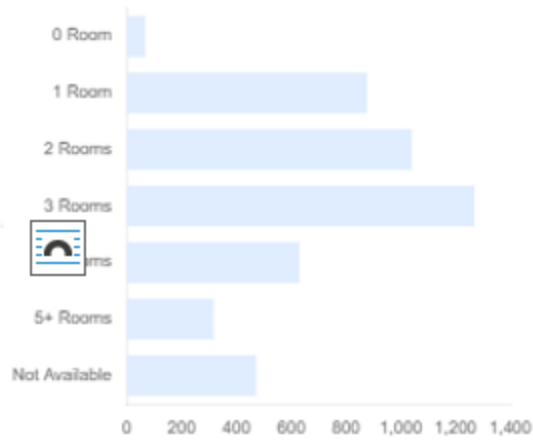
Compliant Properties



Uncertain Compliance Status



Advertised Rental Size



ADR (Avg. Daily Rate)

\$405.02

▲ 0% in last 30 days

Advertised Property Type



Building Inspections and Permit Tallies

PERMIT #	C	R	ADDRESS	F	B	P	M	BUS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE	DATE	STAFF
20250500	1		109 KENZA		1						1		FTG	8/1	JK
20250285	1		107 RANIER		1						1		SLAB	8/1	JK
20250069	1		225 SANDIA		1						1		BWP	8/1	JK
20250391	1		1412 HIGH MESA		1						1		RE FINAL B FRM FIN	8/1	JK
20240852	1		103 CINC		1						1		FRM	8/1	JK
20230346	1		113 PAT THOMPSON		1								CONSULT BWP NAIL BLOCKING	8/1	JK
208075	1		110 JACK LITTLE							1	1		PHOTOS	8/1	BP
904476	1		108 NORTH ST. #7							1		1	CANCELED	8/1	BP
20231000	1		101 NORTH FORK		1						1		B/FINAL C/O	8/4	JK
20251000	1		425 BRANDY CANYON		1						1		INS	8/4	JK
20250019	1		505 1ST STREET		1						1		LATHE	8/4	JK
			102 WARREN TUCKER										BARRIERS	8/4	JK
20250111	1		126 FLUTE PLAYER		1						1		INS WR CALL ON FLOOR	8/4	JK
			820 MAIN										BERN CALL CUSTOMER BACK	8/4	JK
904092	1		107 SKYLANE		1					1	1		PHOTOS	8/4	BP
901512	1		102 VERDE		1					1	1		PHOTOS	8/4	BP
911282	1		202 MOUNTAIN HIGH CIR		1					1	1		PHOTOS	8/4	BP
920016	1		113 BOGIE LN #19		1					1	1		PHOTOS	8/4	BP
918426	1		522 SECOND ST.		1					1	1		PHOTOS	8/4	BP
	1		120 TULAROSE TRAIL		1							1	SLOPE CANCELED	8/4	GDM
20250268	1		2801 SUDDERTH DR.		1						1		FINAL - ADA SLAB	8/5	GDM
20250180	1		1052 MECHEM		1						1		SLAB PASS W/CORRECTION	8/5	GDM
20250408	1		180 MUSKETBALL		1						1		CMO 2ND LIFT	8/5	GDM
20240402E	1		112 WATERSPIRIT	1							1		SERVICE	8/5	GDM
20240404E	1		114 WATERSPIRIT	1							1		SERVICE	8/5	GDM
20250505	1		140 WATERSPIRIT	1							1		TEMP POWER	8/5	GDM
20240406E	1		100 DREAM CATCHER	1							1		SERVICE	8/5	GDM
202404047E	1		101 DREAM CATCHER	1							1		SERVICE	8/5	GDM
20240408E	1		102 DREAM CATCHER	1							1		SERVICE	8/5	GDM
20240665	1		252 LINCOLN HILLS	1							1		SERVICE	8/5	GDM
20240336M	1		232 SPENCER				1					1	MECH PARTIAL NOT READY	8/5	GDM
20250423	1		119 PORR		1							1	CMU VERT BOND BEAM	8/6	JK
20250144	1		1395 HIGH MESA		1						1		SLAB (3) 2 PATIOL FROM ENTRY	8/6	JK
20250379	1		107 HIGH COUNTRY TRAIL		1							1	SLAB DOESN'T HAVE FTG	8/6	JK
20250465	1		208 DEER PARK		1						1		CMU	8/6	JK
20230053	1		129 BOX CANYON TRL		1						1		CHIM FB RE	8/6	JK
20250525	1		177 JUNIPER										CONSULT	8/6	JK

PERMIT #	C	R	ADDRESS	F	B	P	M	BUS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE	DATE	STAFF
914534	1		241 PAPOOSE TRAIL		1					1			STR PHOTOS	8/6	BP
20250535	1		107 W TEXAS	1							1		SERVICE	8/6	GDM
20250536	1		127 SQUAW TRAIL	1							1		SERVICE	8/6	GDM
20250398	1		302 GROVE								1		SERVICE	8/6	GDM
20250483	1		123 CHANCE LOOP	1							1		TEMP POWER	8/6	GDM
20250302	1		123 CHANCE LOOP				1				1		BWP	8/6	GDM
20250518	1		186 TELLURIDE	1							1		TEMP POWER	8/6	GDM
20240439	1		140 BUTCH BAIRD	1								1	SERVICE	8/6	GDM
20240388e	1		110 SAN FELIPE	1							1		SERVICE	8/6	GDM
2024388	1		110 SAN FELIPE		1						1		INSULATION	8/6	GDM
20250213	1		140 CORVO CRISTA	1							1		TEMP POWER	8/6	GDM
20240475	1		1141 HWY 48	1								1	E/FINAL	8/6	GDM
20240210	1		103 DEL MAR		1							1	FRM NOT READY	8/7	JK
20240364	1		115 WILLIE HORTON		1						1		INS WALL/ROOF WAITING ON FLOOR	8/7	JK
20250319	1		272 PINE SHADOW TRL		1						1		FTG	8/7	JK
20250526	1		135 EL PASO		1							1	FINAL PICKETS TO OUTSIDE	8/7	JK
20240834	1		110 VIA AGUILA		1							1	FRM NO PLANS	8/7	JK
20250222	1		223 MIDIRON		1						1		FTG MOVED FOOTINGS PER CUSTOMER REQUEST	8/7	JK
920304	1		302 HEMLOCK CIRCLE		1					1	1		PHOTOS	8/7	BP
20250378	1		970 HWY 48	1							1		SERVICE	8/7	GDM
20250540	1		121 A SANCTUARY	1							1		SERVICE	8/7	GDM
20250537	1		121 B SANCTUARY	1							1		SERVICE	8/7	GDM
20240439	1		140 BUTCH BAIRD	1							1		SERVICE	8/7	GDM
20240475	1		1141 HWY 48	1								1	E/FINAL GROUNDING NOT PER PLAN	8/7	GDM
20250491	1		125 SADDLEBACK	1							1		TEMP POWER	8/7	GDM
20250299P	1		202 FAWN				1				1		P/TOP OUT	8/7	GDM
20240769	1		1276 HIGH MESA	1							1		E/ROUGH	8/7	GDM
20250317	1		41 GRANOBLE		1						1		FINAL	8/8	JK
20250464	1		95 VIENA TERRACE		1						1		FINAL (ROOF)	8/8	JK
20250423	1		119 PORR		1						1		RE CMU	8/8	JK
20240834	1		110 VIA AGILA		1						1		FRM	8/8	JK
20250077	1		148 DEER PARK		1						1		ROOF FINAL	8/8	JK
20250379	1		107 HIGH COUNTRY TRL		1						1		SLAB RE	8/8	JK
20230606	1		134 BALD EAGLE		1						1	1	S PAN PARTIAL PASS 3/5 COMPLIANT	8/8	JK
20250437	1		160 HELL COUNTRY RD		1						1		FRM/FINAL BF C/O	8/8	JK
914646	1		249 YELLOW PINE		1					1	1		STR/PHOTOS	8/8	BP

PERMIT #	C	R	ADDRESS	E	B	P	M	BUS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE	DATE	STAFF
20250472P	1		140 WATER SPIRIT			1					1		PLUMB ROUGH	8/8	GDM
20240278	1		216 LEE TREVINO	1								1	R/ELECT	8/8	GDM
20230266E	1		209 SPENCER	1								1	F/ELECT	8/8	GDM
20240538P	1		124 DAVIS			1						1	P/ELECT	8/8	GDM
20240538M	1		124 DAVIS				1					1	P/FINAL	8/8	GDM
20240538	1		124 DAVIS		1							1	M/FINAL	8/8	GDM
20240538	1		124 DAVIS						1			1	B/FINAL	8/8	GDM
20240534P	1		122 DAVIS			1						1	GAS	8/8	GDM
20240534M	1		122 DAVIS				1					1	P/FINAL	8/8	GDM
20240534P	1		122 DAVIS						1			1	M/FINAL	8/8	GDM
20240534	1		122 DAVIS		1							1	GAS	8/8	GDM
20240534	1		122 DAVIS									1	B/FINAL	8/8	GDM
20240149	1		107 ALTO MESA		1							1	CMU WALL	8/8	GDM
20250534	1		126 COURSE VIEW	1							1		SERVICE	8/11	GDM
20240534	1		122 DAVIS		1						1		P/FINAL	8/11	GDM
20240534	1		122 DAVIS				1				1		M/FINAL	8/11	GDM
20240534	1		122 DAVIS						1			1	GAS	8/11	GDM
20240534	1		122 DAVIS		1							1	B/FINAL	8/11	GDM
20240538	1		124 DAVIS			1					1		P/FINAL	8/11	GDM
20240538	1		124 DAVIS				1				1		M/FINAL	8/11	GDM
20240538	1		124 DAVIS						1			1	LPS	8/11	GDM
20240538	1		124 DAVIS		1							1	B/FINAL	8/11	GDM
20250452	1		159 WILLIE HORTON		1							1	LATHE	8/11	GDM
20250218	1		103 PLUMAS	1							1		E/ROUGH	8/11	GDM
20240336	1		232 SPENCER	1								1	E/FINAL	8/11	GDM
20240475	1		1141 HWY 48		1						1		B/FINAL	8/11	GDM
20240475	1		1141 HWY 48	1							1		E/FINAL	8/11	GDM
20250019	1		505 1ST STREET	1							1		FTG DECK 4 PIERS	8/12	JK
20250525	1		177 JUNIPER	1							1		PIERS 5 PIERS	8/12	JK
20240126	1		102 TIMBERLINE	1							1		B-FINAL C/O	8/12	JK
20240798	1		100 GREENBRIER CT.	1							1		DECK FINAL	8/12	JK
20250237	1		111 COPPER COURT	1							1		BWP	8/12	JK
20240628	1		1214 MECHEM						1		1		SERVICE	8/12	GDM
20240538	1		124 DAVIS								1		GAS SERVICE	8/12	GDM
20240204	1		216 LEE TREVINO	1							1		E/ROUGH	8/12	GDM
20230226M	1		209 SPENCER				1				1		M-FINAL	8/12	GDM
20230226P	1		209 SPENCER						1		1		GAS FINAL	8/12	GDM

PERMIT #	C	R	ADDRESS	E	B	P	M	BUS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE	DATE	STAFF
217377	1		609 WINGFIELD U-5							1	1		STR	8/13	BP
920262	1		206 W REDWOOD DR.							1	1		STR	8/13	BP
	1		118 PAT THOMPSON CT							1		1	NEEDS 2 FIRE EXTINGUISHERS	8/13	BP
	1		139 CORONADO							1	1		STR	8/13	BP
20250488	1		126 BRADY CANYON						1		1		FLOOD SERVICE	8/13	GDM
20240534	1		122 DAVIS		1						1		B/FINAL	8/13	GDM
20240538	1		124 DAVIS		1						1		B/FINAL	8/13	GDM
20250302	1		123 CHANGE LP		1							1	BWP REINSP	8/13	GDM
20250388	1		1096 NM 48	1							1		ROUGH/P	8/13	GDM
20240641P	1		172 DEER CREEK			1							P/ROUGH COKER TOMORROW	8/13	GDM
20240641M	1		172 DEER CREEK				1						M/ROUGH COKER TOMORROW	8/13	GDM
20240198P	1		100 GREENBRIER CT.				1				1		P/FINAL	8/13	GDM
20240198P	1		100 GREENBRIER CT.						1		1		LENS SERVICE	8/13	GDM
20240773E	1		110 BEN HOGA	1							1		E/SERVICE	8/13	GDM
20250257P	1		250 PUEBLO LOOP			1					1		P/ROUGH	8/13	GDM
20220634	1		614 EXCALIBUR		1						1		RTN WALL	8/14	JK
20250187	1		311 GRANIT			1					1		S PAN	8/14	JK
20250218	1		103 PLUMAS PLC		1						1		FT ENG	8/14	JK
20250426	1		302 GUAJALOTE RD.		1						1		FINAL/FRM	8/14	JK
20250465	1		208 DEER PARK		1						1		SLAB (GARAGE) PP	8/14	JK
20210423	1		291 SANDESTRA						1				CONSULT	8/14	JK
	1		128 RANDLE							1	1		STR	8/14	BP
905662	1		111 EXCALIBUR							1	1		STR	8/14	BP
20250299M	1		202 FAWN				1				1		ROUGH MECH	8/14	MC
20250429P	1		201 JACK LITTLE			1					1		SHOWER PAN	8/14	MC
20240460C	1		168 WALTER HAGEN			1					1		PLUMB ROUGH	8/14	MC
20240796P	1		296 SANTIAGO CIR			1					1		PLUMB FINAL	8/14	MC
20250450P	1		118 MUSKET CT			1						1	PLUMB ROUGH	8/14	MC
20240644I	1		172 DEER CREEK						1		1		GAS FINAL	8/14	MC
20240644IP	1		172 DEER CREEK			1					1		PLUM FINAL	8/14	MC
20240644I	1		172 DEER CREEK				1				1		MECH FINAL	8/14	MC
	1		2415 SUDDERTH #6					1			1		BIZ	8/14	MC
20250539	1		106 SAN MIGUEL		1						1		RE-ROOF	8/15	JK
20250558	1		147 MERLYN		1						1		CMU	8/15	JK
20250274	1		#47 GRENOBLE		1							1	DECK FINAL LDT	8/15	JK

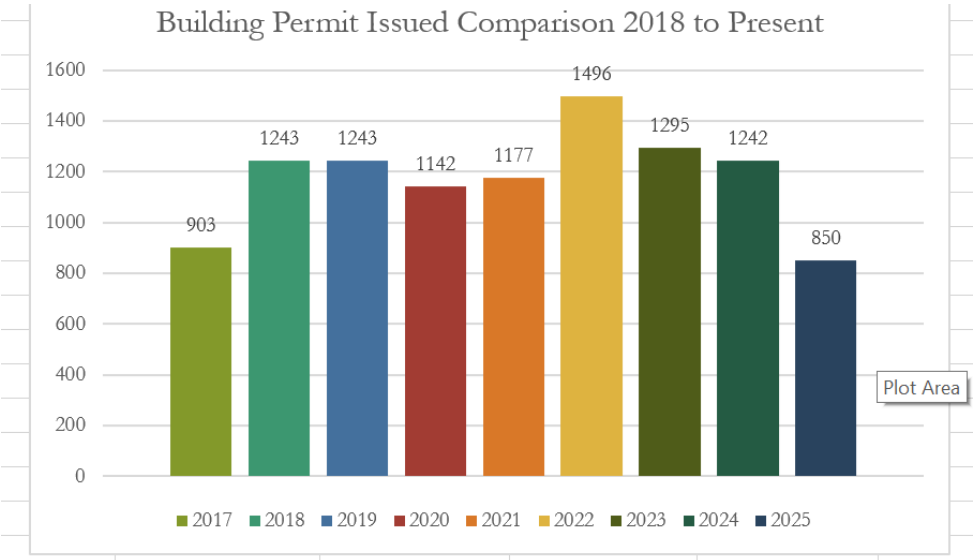
PERMIT #	C	R	ADDRESS	E	B	P	M	BUS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE	DATE	STAFF
914448	1		237 GWENEVERE AVE							1	1		STR - OCCUPANCY	8/15	BP
218119	1		202 HART AVE							1	1		WRONG/SLEEPING AREA WRONG	8/15	BP
912386	1		206 SNOWCAP							1	1		STR	8/15	BP
907742	1		118 PAT THOMPSON CT										STR	8/15	BP
20240500P	1		135 WALTER HAGEN			1					1		SHOWER PAN	8/18	MC
910170	1		140 PORR							1	1		STR	8/18	BP
20250222	1		223 MIDIRON	1								1	DECK FRM LDT & JOIST HANGERS	8/19	JK
20250472	1		140 WATER SPIRIT	1							1		INCL GAR	8/19	JK
20240852	1		103 CINCH CT	1							1			8/19	JK
20250257	1		250 PUEBLO LOOP	1							1		SIGN OFF	8/19	JK
20250258	1		252 PUEBLO LOOP	1									CORRECT	8/19	JK
218123	1		904 CARRIZO CAN #213	1						1			STR	8/19	BP
198042	1		312 COCONINO	1						1			STR	8/19	BP
920010	1		213 COCONINO	1						1			STR	8/19	BP
198034	1		108 MOCKINGBIRD	1						1			STR	8/19	BP
198253	1		2217 EXCALIBUR	1						1			STR	8/19	BP
198255	1		407 BRADY CANYON	1						1			STR	8/19	BP
217416	1		138 LUPINE LOOP	1						1			STR	8/19	BP
217295	1		101 LL DAVIS	1						1			STR	8/19	BP
912490	1		207 HILDAGO	1						1			STR	8/19	BP
198033	1		210 SPRING RD.	1						1			STR	8/19	BP
20250526	1		135 EL PASO	1							1		FENCE FINAL	8/19	MC
20250218P	1		103 PLUMAS PL			1					1		ROUGH PLUMB	8/19	MC
20250218M	1		103 PLUMAS PL				1				1		ROUGH MECH	8/19	MC
20250450P	1		118 MUSKET CT	1							1		SLAB ROUGH PLUMB	8/19	MC
20250257P	1		250 PUEBLO LOOP	1							1		SLAB ROUGH PLUMB	8/19	MC
	1		412 MECHEM					1			1		BUSINESS INSP.	8/19	MC
920264	1		904 CARRIZO CAN #108	1						1	1		STR	8/20	BP
920434	1		216 METZ	1						1	1		STR	8/20	BP
908590	1		123 CHAPARRAL DR.	1						1	1		STR	8/20	BP
20250506	1		103 EL PASO	1							1		DEMO	8/20	JK
20250552	1		215 JACK LITTLE	1							1		FTG (PIERS (11))	8/20	JK
20250218	1		103 PLUMAS PL.	1								1	FRM UPLIFT BEAM & JOIST	8/20	JK
	1		603 DEL NORTE	1									CONSULT	8/20	JK
20250565	1		214 METZ	1							1		FTG 7 PIERS COMPLIANT	8/21	JK

PERMIT #	C	R	ADDRESS	E	B	P	M	BUS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE	DATE	STAFF
20250573	1		305 RAYMOND BUCKNER	1							1		PIERS (9)	8/21	JK
20250452	1		159 WILLIE HORTON	1							1		LATHE	8/21	JK
20240641	1		172 DEER CREEK	1							1		FINAL TEMP C/O 120 DAYS CALL FOR CORR	8/21	JK
20240674	1		104 ST ANDREWS	1							1		FTG	8/21	JK
20250299	1		202 FAWN DR.	1							1		FRM	8/21	JK
909626	1		132 WILLIE HORTON	1						1	1		INSPECTION WITH PHOTOS	8/22	BP
908082	1		120 LOWER TERRACE #20	1						1	1		STR	8/22	BP
198079	1		207 W RIVERSIDE DR.	1						1	1		STR	8/22	BP
909626	1		132 WILLIE HORTON DR	1						1	1		STR	8/25	BP
920308	1		110 N OAKLOOOK DR.	1						1			STR	8/25	BP
20240814	1		112 DAVIS	1							1		SERVICE	8/25	GDM
20250568	1		211 BRADY CANYON	1							1		SERVICE	8/25	GDM
20240067	1		519 MOUNTIAN HIGH CIR	1							1		SERVICE	8/25	GDM
20240480	1		101 TOMAHACK	1								1	TEMP POWER - NO ACCESS-TEXT NO REPLY	8/25	GDM
20250279	1		138 PARADISE CANYON	1							1		SERVICE-RED TAGGED BOTH FOR UNPERMITTED WORK	8/25	GDM
2025278	1		138 PARADISE CANYON	1							1		SERVICE-RED TAGGED BOTH FOR UNPERMITTED WORK	8/25	GDM
20250583	1		402 GAVILAN CANYON	1			1				1		SERVICE - RV IN COUNTY PER SW	8/25	GDM
20250963	1		1200 HIGH MESA						1		1		GAS	8/25	GDM
20250111	1		126 FLUTE PLAYER	1							1		SERVICE	8/25	GDM
20250508	1		269 LINCOLN HILLS	1							1		SERVICE	8/25	GDM
20240336P	1		232 SPENCER			1					1		P FINAL	8/25	GDM
20240776	1		114 VIA SELVA	1							1		DECK FTG	8/25	JK
20250551	1		107 CROWN RIDGE	1							1		FTG	8/25	JK
906858	1		114 SPRUCE DR	1						1		1	STR - NO SHOW	8/26	BP
198209	1		215 TIMBERLINE	1						1		1	STR - NO SHOW	8/26	BP
	1		126 EBARB	1						1	1		STR - NEW	8/26	BP
20250257	1		250 PUEBLO LOOP	1							1		SLAB	8/26	GDM
20230226	1		209 SPENCER	1								1	FIBLOADING - TO CLOSE TO COMBO STABLES	8/26	GDM
20240336	1		232 SPENCER	1								1	FINAL-FIRE ALARMS, HAND RAIL, GUARD RAIL, ADDRESS	8/26	GDM
20240204	1		216 LEE TREVINO	1							1		FRM/LATHE GARAGE SL LATHE FRM	8/27	JK
20250299	1		202 FAWN	1							1		INS WR	8/27	JK
20250408	1		180 MUSKETBALL	1							1		FTG - REAR	8/27	JK
20240834	1		110 VIA AGUILA	1								1	INS - WRFZ	8/27	JK
20230346	1		113 PAT THOMPSON	1								1	LATHE FRM - 1PM FRM FG, LATHE FAIL	8/27	JK
20250471	1		219 JUNIPER	1									CONSULT	8/27	JK
217301	1		311 OTERO DR.	1						1	1		STR	8/27	BP
906858	1		114 SPRUCE DR	1						1	1		STR	8/27	BP

PERMIT #	C	R	ADDRESS	E	B	P	M	BUS	OTHER	STR	PASS	FAIL	COMMENTS/INSPECTION TYPE	DATE	STAFF
198209		1	215 TIMBERLINE DR	1	1					1	1		STR	8/27	BP
20250929	1		356 B SUDDERTH DR	1							1		E/FINAL	8/27	GDM
20251575E	1		654 SUDDERTH DR	1								1	SERVICE	8/27	GDM
20250595		1	302 C ST.	1							1		SERVICE	8/27	GDM
20250584		1	136 DAVIS	1							1		SERVICE	8/27	GDM
20240641		1	172 DEERK CREEK	1							1		E/FINAL	8/27	GDM
20250582		1	105 BARNEY LUCK	1							1		SERVICE POLE	8/27	GDM
20250586		1	104 POWELL	1							1		SERVICE	8/27	GDM
20250569		1	100 ROSWELL ST.	1							1		LATHE	8/28	JK
20250274		1	#47 GRENOBLE	1								1	DECK FINAL RE REFER 8.15 CORRECTION NOTICE	8/28	JK
20250430		1	409 SUNNY SLOPE	1							1		ROOF	8/28	JK
20240851		1	147 SQUAW VALLEY	1								1	BWP	8/28	JK
20240765		1	111 SANDIA	1							1		SLAB - RES 8.29 NOT READY	8/28	JK
20240663		1	241 LAKESHORE	1							1		BWP - MAKE COPY OF PMT & SIGN	8/28	JK
20250541		1	127 EAGLE RIDGE	1							1		FRM FINAL	8/28	JK
20250460		1	122 BEN HOGAN	1								1	FTG - NOT READY RESCHEDULE 8.29	8/28	JK
		1	103 PLUMBAS PLACE	1							1		INS - WRFZ	8/29	JK
20240851		1	147 SQUAW VALLEY	1							1		BWP - RESCHED TUES	8/29	JK
20250460		1	122 BEN HOGAN	1							1		FTG - PERIMETER	8/29	JK
20250511		1	137 CHISHOLM TRL	1							1		B FINAL ST FR BFIN C/O	8/29	JK
20250527		1	314 WHITE MOUTNAIN DR	1							1		ROOF FIN B/FIN	8/29	JK

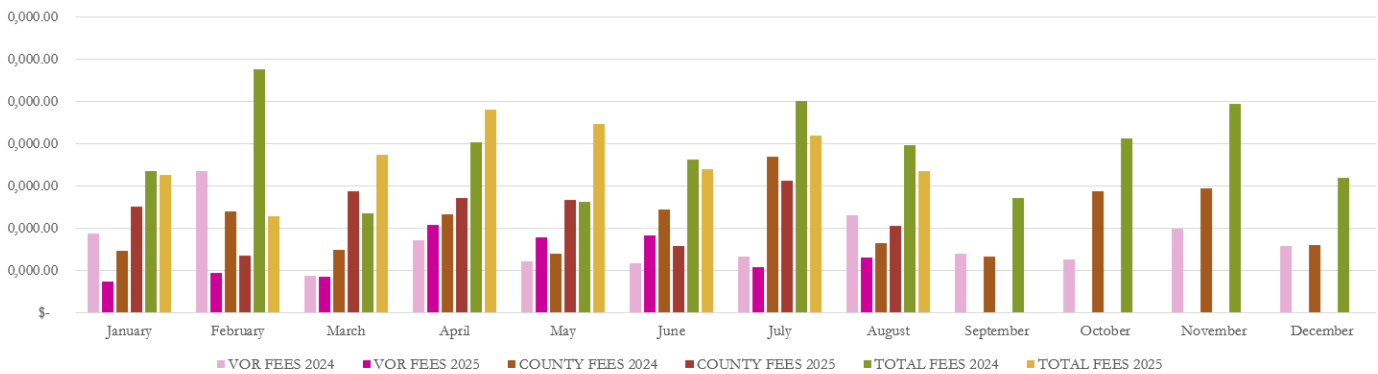
LEGEND:

FTG = FOOTINGS
S/PAN = SHOWER PANS
CMU = CONCRETE MASONRY UNIT
C/O = CERTIFICATE OF OCCUPANCY
BWP = BRACE WALL PANEL
MHD PLACEMENT = MANUFACTURED HOUSING DEPARTMENT PLACEMENT
STR = SHORT-TERM RENTAL



35	Number of Permits Issued 2024 vs 2025		
36	MONTH	2024	2025
37	January	80	89
38	February	112	74
39	March	98	116
40	April	109	113
41	May	100	124
42	June	76	110
43	July	117	117
44	August	93	107
45	September	183	
46	October	103	
47	November	99	
48	December	72	
49	TOTAL	1242	850

2025/2024 VOR vs COUNTY FEES



VILLAGE OF RUIDOSO BUILDING PERMITS COMPARATIVE - 2024 AND 2025

MONTH	VOR FEES 2024	VOR FEES 2025	COUNTY FEES 2024	COUNTY FEES 2025	TOTAL FEES 2024	TOTAL FEES 2025	TOTAL VALUATIONS 2024	TOTAL VALUATIONS 2025
January	\$ 18,699.69	\$ 7,491.69	\$ 14,735.60	\$ 25,077.30	\$ 33,435.29	\$ 32,568.99	\$ 3,967,568.34	\$ 2,760,406.92
February	\$ 33,567.64	\$ 9,371.54	\$ 24,063.75	\$ 13,458.90	\$ 57,631.39	\$ 22,830.44	\$ 5,264,579.36	\$ 2,061,923.19
March	\$ 8,833.76	\$ 8,453.56	\$ 14,770.01	\$ 28,827.13	\$ 23,603.77	\$ 37,280.69	\$ 1,943,372.36	\$ 3,638,577.61
April	\$ 17,218.40	\$ 20,865.44	\$ 23,181.87	\$ 27,193.12	\$ 40,400.27	\$ 48,058.56	\$ 3,130,889.53	\$ 6,067,235.97
May	\$ 12,253.36	\$ 17,887.34	\$ 13,934.31	\$ 26,710.60	\$ 26,187.67	\$ 44,597.94	\$ 2,318,754.25	\$ 5,317,743.76
June	\$ 11,681.80	\$ 18,275.47	\$ 24,431.62	\$ 15,755.67	\$ 36,113.42	\$ 34,031.14	\$ 11,576,633.96	\$ 3,802,157.58
July	\$ 13,283.81	\$ 10,685.45	\$ 36,853.94	\$ 31,280.72	\$ 50,137.75	\$ 41,966.17	\$ 12,950,037.62	\$ 4,087,100.55
August	\$ 23,104.57	\$ 13,090.52	\$ 16,532.40	\$ 20,483.84	\$ 39,636.97	\$ 33,574.36	\$ 2,691,420.19	\$ 3,593,847.76
September	\$ 13,925.33		\$ 13,313.77		\$ 27,239.10	\$ -	\$ 2,487,435.20	
October	\$ 12,610.47		\$ 28,663.47		\$ 41,273.94	\$ -	\$ 5,499,231.51	
November	\$ 19,904.30		\$ 29,517.77		\$ 49,422.07	\$ -	\$ 5,590,469.28	
December	\$ 15,781.03		\$ 16,063.46		\$ 31,844.49	\$ -	\$ 3,806,774.39	
TOTAL PERMITS	\$ 200,864.16	\$ 106,121.01	\$ 256,061.97	\$ 188,787.28	\$ 456,926.13	\$ 294,908.29	\$ 61,227,165.98	\$ 31,328,993.34

Business Registrations Issued:

NEW BUSINESS REGISTRATION AUGUST 2025			
BUSINESS #	NAME	LOCATION	BUSINESS TYPE
BR2025-263	AB ELECTRIC	OUT OF TOWN	ELECTRICAL CONTRACTOR
BR2025-266	KAT'S KITCHEN	VENDOR	FOOD TRUCK
BR2025-267	CRIPPLE CREEK REALTY	425 MECHEM	REALTOR
BR2025-268	NEST CLEANING	OUT OF TOWN	CLEANING SERVICES
BR2025-269	BACA FAMILY ENTERPRISES	OUT OF TOWN	EXCAVATION
BR2025-270	STATEWIDE REMODELING OF OKLAHOMA	OUT OF TOWN	GENERAL CONSTRUCTION
BR2025-271	POWERHOUSE CONTRACTING, LLC	OUT OF TOWN	GENERAL CONSTRUCTION
BR2025-272	NOWELL PLUMBING	OUT OF TOWN	PLUMBING, HVAC CONTRACTOR
BR2025-274	JMA PLUMBING, LLC	HOME OCCUPATION	PLUMBING CONTRACTOR
BR2025-276	TIM GLADDEN dba KORA INVESTMENTS	OUT OF TOWN	GENERAL CONSTRUCTION
BR2025-277	ILIANA RASCON CLEANING SERVICES	OUT OF TOWN	CLEANING SERVICES
BR2025-278	IMG FOOD TRAILERS	360 SUDDERTH DR.	FOOD TRUCK
BR2025-279	SADDIES BARKERY	356 B SUDDERTH DR.	PET TREATS
BR2025-280	AMPLIFIED THERAPY, INC.	2812 B SUDDERTH DR.	EARLY INTERVENTION/FAMILY SUPPORT
BR2025-281	LA CARRETA MEXICAN RESTAURANT	633 SUDDERTH DR.	MEXICAN RESTAURANT

CONVENTION CENTER

EVENTS

DATE	EVENT	APPROX. # ATTENDEES
August 1-3, 2025	WesTexas NM Florist Assn.	176
August 5, 2025	WUI	15
August 6-10, 2025	NM Academy Family Physicians	125
August 11-14, 2025	NM Sheriffs Assn.	160
August 16, 2025	Rocky Mountain Elk Foundation	67
August 20-21, 2025	Region 9	128
August 20-21, 2025	Farm Bureau Financial Services	44
August 23, 2025	Antique Auction & dinner	250
August 25-28, 2025	NM Fire Marshals	60
August 26-27, 2025	NM Rural Water Assn.	36
August 29-31, 2025	All American Gun & Western Collectable Show	900

UPCOMING

- | | |
|--|-----------------|
| 1. NM State Police Training | September 5 |
| 2. Low Class Car Show | September 6 & 7 |
| 3. NM Municipal League Annual Conference | September 15-18 |
| 4. VOR-Safety Training | September 23 |
| 5. NM Fire Service Conference | September 25-28 |

EVENTS & STRATEGIC PARTNERESHIPS

- Attending the Outdoor Economics Conference in Gallup NM September 8-10, 2025
- Attending the XTERRA World Championships in Italy end of September.
- Attending the New Mexico Municipal League Conference September 16-19, 2025

FINANCE

Council monthly reports for August (Period 02 FY 2026) will be available by mid-September.

July 2025 Benchmarks:

GRT Revenue up 27.12% from PY (\$429,081 increase).

Gasoline Tax Revenue up 12.18% from PY (\$1,103 increase)

Lodgers' Tax Revenue up 85.05% from PY (\$111,604 increase)

Monthly Council reports are available on the Village website.

There were three (3) project worksheets (PW) approved for the McBride Fire for a total of \$423,169.54 in funding. Received \$376,350.90 in Federal Funds and total outstanding \$46,818.64 (State). Waiting for instructions on how to move forward to receive other funding.

The Village is currently working with NM DHSEM to reconcile expenditures associated with the FEMA PW155 Sewer Line Project. We have reconciled all expenditures through 12/31/24. Total project expenditures equal \$31,031,154.66 (Fed \$23,373,366, State \$5,585,607.84, and VOR \$2,172,180.82). Outstanding funds due from the State \$2,572,214.32. The balance on PW 155 totals \$2,428,773.35 can be used on other projects associated with the sewer line. Village staff is meeting with NMDHSEM to identify potential qualifying projects.

The Village is also working with NM DHSEM to reconcile expenditures incurred with the design of the six (6) FEMA bridges. Once reconciled, hopefully the state and federal portions of expenditures incurred will be released from the State as a part of the pay as you go process. Total expenditures incurred through 12/31/24 equal \$2,049,199.54.

The final budget for FY 2026 was approved by DFA on 08/01/25.

Trial balance showing EOY account balances was submitted to the Auditors. Reconciliation of ending balances has begun. Audit is due to the State Auditor by December 15th.

Finance has completed the budget adjustment for the rollover of projects and purchase orders from FY 2025 to FY 2026. First budget adjustment for FY 2026 will be presented to the IFC and Council in October 2025.

Outstanding legislative appropriations and grants:

Recreation (23-H3061) \$363,140.97

Veteran's Conference Center (24-I2993) \$450,000.00

Watershed Thinning (24-I2997) \$500,000.00
Flood Damaged Roads, Bridges, Infrastructure (A23H2521) \$1,800,000.00
Lift Station Infrastructure (24-I2489-3) \$2,052,683.47
Sewer Line at Racetrack (24-I2489-2) \$1,066,549.30
Emergency McDaniel Bridge (25-J2492-2) \$350,000.00
Emergency RWWTP (25-J2492-1) \$1,500,000.00
Emergency Upper Canyon (25-J2492-3) \$932,000.00
Thinning (25-J3023) \$750,000.00
Surrender Box (22-G2444-17) \$10,000.00

Waiting for reimbursement on the following:

- Lift Station Infrastructure (24-I2489-3) \$25,320.85

Utility Billing

Customer Service Manager has taken over the Utility Supervisor duties and is attempting to get all the billing and adjustments caught up.

Department Statistics:

AUGUST 2025

Lien Letters Sent Out: 0
Lien Request Sent to Village Clerk: 0
Payment Arrangements Process: 0
Leaks: 23
Work Orders: 249
Shut-Offs: 21 due to flooding in July

IT

Fiber to Homes

- Windstream project is almost completed!
- Crews are working on cleaning up items throughout the area. Please notify Robin or Andrew if you know of anything that needs to be addressed.
- Ribbon cutting ceremony is at ENMU Ruidoso room 201. September 10 10:30 AM.

Scheduled Server Relocation

The Village of Ruidoso computer systems will be temporarily down on Sept 5-6th, 2025 starting at 2:30 pm to complete a planned server relocation and system upgrade. Village Hall will be open as normal, Friday Sept 5th until 5:00 pm.

During this time, all digital services and access to internal systems will be unavailable. This move is necessary to improve the reliability, speed, and security of our technological infrastructure.

- Server Downtime: Sept 5-6th, 2025 (starting at 2:30 pm on the 5th.)
- Services Affected: Online portals, email communications through internal network systems.

Most of these systems may be reached through external connections. Employees need to save and close any work prior to this time.

Expiration of support for Windows 10

IT has a list of all computers that can be upgraded from Windows 10 software to Windows 11. Several departments have placed orders to upgrade computers if possible -still ongoing.

Phone System - Windstream - has completed the process of upgrading the phone system and installing new phones throughout the village. Departments are working with Andrew on any changes to programming that need to be done.

Phone Redundancy Identify and verify alternative pathways for communications in the event of phone / cell phone outages. Adding some department cell phones to alternate carriers in the event of emergencies or service loss. Identifying these phones on a case-by-case basis.

Long Term Capital Replacement Calendar

Identify all major IT equipment and replacement schedule with funding. No change or progress currently.

Public Wi-Fi Access	Avg User / Day	Total Users / Month	Avg Gb/ Day	Total GB / Month
Convention Ctr	8.05	161	58.25	1165
Library	2.50	50	18.75	375
Village Hall	5.15	103	23.40	468
Horton EOC	5.05	101	148.00	2960

Capital Projects

Projects in Construction

Project	Contractor	Substantial – Final Completion
Horton Complex Phase 2	White Sands Construction	Finalizing/Closeout of Phase II.
603 Mechem Housing	Homespot	Stalled due to flooding events.
Lift Station Rehabilitations	James, Cooke, & Hobson, Inc	Stalled due to flooding events.
Tank Restoration Phase I	D&R Tank Company	Working towards completion.
Upper Canyon Surface Diversion	Spartan	Work resuming after flooding events.
Convention Center Repairs	Rymarc Construction	Stucco repairs are nearing completion.

Monsoon 2025 Recovery	Various	Upper Canyon re-opened after repairs. McDaniel Bridge Temporary Bridge Repairs have started.
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Project Progress Highlight: McDaniel Bridge – Monsoon 2025 Recovery



Contractor: Rymarc
Project Budget: \$350,000.00
Project Cost to Date: \$0.00
Funding: DFA Emergency Grant (25-J2490-2)

Procurement Activities:

Purchase Order Summary Report

August 2025: 302 Count	August Value:	\$2,109,718.45
FY26 Issued YTD: 780 Count	Total Value:	\$9,477,652.19

ITB #2026-001B RWWTP UV Replacement Project

Advertisements for ITB #2026-001B will start on 7/3/2025. Bids are due August 28th at 2:00 pm. Award and Contract are anticipated to be on the 9/9/25 Council Agenda.

ITB #2026-002B Improvement to SBRA Airfield Electrical Vault and 6/24 Lighting and Navaid Upgrade

Advertisement for ITB #2026-002B started 7/27/2025. Pre-Bid was held on 7/31/2025. Bids were due on 8/12/25 and one bid was received. Award and Contract are anticipated to be on the 9/9/25 Council Agenda.

ITB #2026-003B Enclosing Carport with Glass Garage Doors and Adding Heat at Fire Station 1

Advertisement for ITB #2026-003B will start 8/28/2025. Pre-Bid will be held on 9/10/25 at 10:00 am. Bids will be due on 9/19/2025. Award and Contract are anticipated to be on the 10/14/2025 Council Agenda.

FIRE

We remain in Level I Fire Restrictions

Ruidoso Fire Department is always monitoring the Energy Release Components and looking at the trends. Ruidoso area is 80.



PUBLIC ANNOUNCEMENT VILLAGE OF RUIDOSO

EFFECTIVE: March 10, 2025, 12:00 Noon

FIRE RESTRICTIONS FOR THE VILLAGE OF RUIDOSO

LEVEL II RESTRICTIONS

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

**CITATIONS WILL BE ISSUED - NO EXCEPTIONS - NO WARNINGS
WE WILL NOTIFY THE PUBLIC IMMEDIATELY UPON ANY CHANGES
THANK YOU FOR YOUR COOPERATION**

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

**Cade Hall, Fire Chief
Ruidoso Fire Department**

- There were 202 calls ran from July 1, 2025 - July 31, 2025. This includes fire and medical calls. This is a final count per state once all reports have been approved and submitted through NMEMSTARS (the state reporting system we use) from this point on we will only report final numbers once we have them confirmed by the State.
- August 1st Weekend operational briefing.
- August 2nd Back to School Bash Wingfield Park
- August 4th Mayors weekly disaster update conference room, Village EOC operations briefing.
- August 5th Crew swap in California, Council workshop, ARFF discussion, Village EOC operations briefing.
- August 6th Xterra Meeting station 1
- August 7th Capitol projects, Village EOC meeting, SENM Fire Chiefs Association meeting copper ridge, Install new siren system in dispatch.
- August 8th Meeting with ENMU about Structural firefighting classes
- August 9th Brewdoso, EOC operations briefing
- August 10th Public health service presentation for on duty shift,
- August 11th EOC weather coordination call, Xterra public safety meeting
- August 12th EOC Operations briefing, EOC weather coordination call, Council meeting.
- August 14th Directors meeting, Development review,
- August 15th Xterra Begins
- August 16-17th continued to work Xterra
- August 18th EOC Weather Coordination call
- August 19th Village EOC weather coordination call
- August 20th Deputy Emergency Manager Hiring video grading
- August 21st Capitol Projects Meeting, Village EOC Ops briefing
- August 22nd All new phones installed in station 1, Attended special council meeting.
- August 23rd Ruidoso Grindstone trail run, Village EOC ops briefing.
- August 25th Station 2 & 3 new phones installed, Swiftwater vehicle from NMSIF arrived and put into service.
- August 26th Village EOC Ops briefing, EOC weather call, severe weather flooding mostly in northern districts with 2 rescues made.
- August 27th Sierra Blanca Wildland Fire Academy meeting, Engine 3 was worked on
- August 29th All Swiftwater rescue gear arrived from the NMSIF and checked in
- August 30th & 31st Coverage for Ruidoso Downs due to Chief Keck being out of town.

August Fire Marshal Report

INSPECTIONS/INVESTIGATIONS:

- 11 fire inspections
- 2 fire pit inspections

TRAINING:

- Each shift is conducting 3 hours of daily ISO training and 1 hour of physical fitness training.
- Training conducted with lifeguards for Xterra event.

OTHER:

- ESO software implementation: All training, hydrants and personnel data is entered. Go live date is tentatively scheduled for 9/1/25

- Fire Chief and Asst. Chief attended meeting with ENMU about starting fire classes with college.
- Met with school district in regard to flooding protocols
- Several Xterra planning meetings
- Fire Dept provided medical/rescue coverage for Xterra event.

FORESTRY

	Fiscal year	This Period
Forestry Current Activities Report	25/26	8/1-8/31/2025
Hazard Tree Removal		
Private Property	46	33
Village Property	6	3
Public Service Visits, Insects/Disease/Misc	21	9
Permits issued for Tree Removal (20" plus)	6	6
Private Property Compliance:		
Initial	211	121
Final	168	95
Acres Completed	62.95	38.25
New Construction		
Initial Inspection and Fire Hazard Rating	4	3
Final Inspection and Approval	1	0
New Construction Permitting Fees		
Forestry	\$400	\$300
Solid Waste	\$900.00	\$900.00
Village property Treated		
Continued Training for Certifications for New Techs		
Priorities		
Hazard Trees and Certifications		

HUMAN RESOURCES

HR News

- The HR Manager and HR Generalist attended the Rocky Mountain Public Employee Labor Relations Association conference at the beginning of August.
- Annual Employee Evaluations were still coming in throughout the month and we are continuing to review and approve or return these as needed. All evaluations should be completed by September.

- An update to the Personnel Policy (Chapter 4: Positions and Pay, 4-2-6 & 4-2-7) was sent out to all employees and we are tracking the acknowledgments for this update.
- HR is onboarding for several positions including Deputy Police Chief, Deputy Emergency Manager, Solid Waste Driver and Mechanic, Utility Billing Clerk, Museum Coordinator, Patrol Officers and Dispatch and many others.

Employee Committee News

- The committee will begin planning events for the fall and winter months in September 2025 including Halloween activities, bowling night, and Thanksgiving and Christmas holiday events.
- We will be accepting nominations for Employee and Department of the Quarter for Quarter 3 at the end of September.

Safety News and Upcoming Safety Training

- Safety Orientation for 12 employees was held on 08/06/2025
- Defensive Driving (DDC) and Accident Investigation classes were held on 08/15/2025 with 9 employees.
- Safety Inspections and walkthroughs were conducted for:
 - Airport 08/04/2025
 - Street Department 08/05/2025
 - Village Hall 08/06/2025
 - RWWTP 08/06/2025
 - Horton Complex 08/06/2025
 - Water Production 08/06/2025
 - Solid Waste 08/12/2025
- Monthly Safety Meeting held with:
 - Liaisons on 08/27/2025
 - Community Center 08/28/2025
 - Library 08/29/2025
 - Museum 08/29/2025
- Upcoming training for September 2025:
 - Risk Control Meeting on 09/05/2025
 - Monthly Safety Meeting will be held on 09/17/2025
 - Accident and Backing will be held on 09/19/2025
 - Defensive Driving (DDC) will be on 09/19/2025
 - Excavation and Trenching Safety on 9/23/2025

LIBRARY

GENERAL INFORMATION:

- The Library Manager supervised the Emergency Operations Call Center from August 1st through August 9th.
- The Library Manager attended August Village Council Meeting.
- The Library Manager attended the August Director/Manager meeting.
- The Library Manager, Supervisor, and Youth Services Librarian conducted interviews for Library Assistant on Wednesday, August 27th.
- The Library Manager completed the State Annual Report before the August 11th deadline.
- The Library Manager is working on cataloguing the Ted Bonnell Donation.
- The Library Manager attended EOC Weather Briefings.

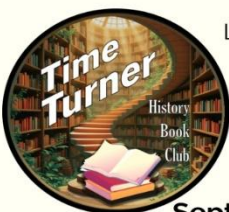
- The Friends of the Library Board will meet again on September 2nd at 4 pm in the Library Conference Room.
- The Ruidoso Public Library Advisory Board will have their next meeting on September 3rd at 12 pm in the Library Conference Room.
- The Library Supervisor continues to help input records into Past Perfect Software for the Wingfield House Museum and Heritage Center.
- The Youth Services Librarian will begin her library classes at Pueblo Community College in August. She will take 3 library science classes. After classes are passed and completed she will be able to apply for her NM Class I Library Certification in June of 2026.

Outreach Services:

- The Agency is working on the decals for the Outreach Van. .
- The Library Manager and Youth Services Librarian attended the PIECE Back to School Bash at Wingfield Park. We had 500 attendees, both children and adults.
- Youth Services will be contacting the Ruidoso Municipal Schools to promote our Library Card Sign Up Month in September

Adult Services:

- The Office of the State Engineer was in the conference room to offer help with water issues on Tuesday, August 5th from 9 am to 12 pm. Their next monthly visit will be September 2nd.
- The Library hosted DHSEM for the month of August and in September they move to the DRC at the ENMU Annex.
- Piper Adamian and Last Night's News performed for the Summer Music Series on August 14th with 40 attendees.
- The MoneyRakers performed for the Summer Music Series on August 21st with 60 attendees.
- The Library has partnered with the Museum Manager for a History Book Club called Time Turners. They will meet on the second Thursday of each month at 12:30 pm in the Library Conference Room. The next meeting will be on September 11th.




Love to read about history?
Join the Time Turner
History Book Club!

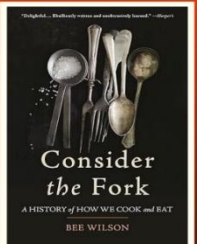
»» ————— ««

**The next meeting
will be held
September 11th at 12:30 pm
in the Library Conference Rm.
With light refreshments**

»» ————— ««

Visit ruidosolibrary.org
for more details





**September's book is
"Consider the Fork:
A History of How We
Cook and Eat"
By Bee Wilson**

★ A limited number of books ★
are available for
check out at the library!

August Display: American Adventures Month



September preview: Library Card Sign Up Month



Mayor Crawford signed the Proclamation Declaring September “Library Card Sign Up Month in Ruidoso”



Back row: Mayor Crawford, Denise Staab, Lori Whitworth, Judy Monroe, JoNell Ingram, Carly Hamilton, Susan Lutterman, Ben Girven, Leroy Smith.
Front row: Marisa Olvera, Danielle Cadena, Amanda Castillo, Sophia Henry and Pam Skinner with Buttercup.

Youth Services:

- Youth Services had to cancel activities for the last week of Summer Reading due to weather.
- Youth Services has notified the Summer Reading age category winners and distributed the prizes.
- Youth Services have resumed regularly scheduled programs.
- Baby and Me at 10:30 am on Tuesday, September 2nd.
- Story Time at 10:30 am on Wednesday, September 3rd.
- Teen Programming at 3 pm on Wednesday, September 3rd
- Youth Services Displays

- On going training for staff to keep them up to date on technology, emergency operations, and all the varied areas of library work.
- Ongoing logging of donated materials for Ted and Glynda Bonnell Collection.
- Increasing library outreach programming.
- Increasing library adult programming

STATISTICS:

- Library material checkouts were 3,204 and check ins were 3,162.
- Total visitors – 8,966.
- We issued a total of 42 new cards and updated 125 cards.
- Overdrive e-book checkouts were approximately 737. We had approximately 14 new users. There were 448 holds for e-audios and 289 holds for e-books and we had 56 holds for print materials.
- Database usage from Catalog Page: El Portal 27; Pebble Go/Next 13; NM News Plus 8; Mango 10.
- Reference questions totaled 2,325.
- Computer users totaled 243.
- Gabbie, a text message application on our Integrated Library System Biblionix, was used approximately 403 times by 85 unique users.
- We added 250 material items.
- We had 18 Interlibrary Loan requests, and 18 books have been received.
- There were 892 external catalog searches, 1,283 internal searches by 216 unique users.
- There were approximately 12,924 actions performed in our Biblionix Integrated Library Software.

RUIDOSO PUBLIC LIBRARY (LIBRARY OPERATIONS STATS) FY 2024-2025														
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD	
CIRCULATION/CHECK OUTS/INS														
Adult Books	1,157	1,207												
Juvenile Books	1,645	1,538												
Adult Media	283	340												
Juvenile Media	175	159												
Library Use	14	15												
Paperbacks	25	31												
Check Ins	3,633	3,162												
Total Books & Media	6,932	6,452	0	0	0	0	0	0	0	0	0	0	13,384	
Tumble books	7	222												
Overdrive	713	737												
Total E Collection	720	959	0	0	0	0	0	0	0	0	0	0	1679	
Total Circulation	7,652	7,411	0	0	0	0	0	0	0	0	0	0	13,384	
CIRCULATION OPERATION														
Days Open	24	26												
Hours Open	184	188												
Reference	1,677	2325												
New Cards	39	42												
Patron Updates	152	125												
Tours	0	0												
Library Conference Rm	44	85												
Classroom	0	0												
Archive Room	41	39												
Gate Count	5218	6136												
Total Patron Visits	7,379	8,966	0	0	0	0	0	0	0	0	0	0	16,345	
ILL Requests	15	18												
ILL Borrowed Items	15	18												
COLLECTION														
New Books Added	38	226												
Audiobooks Added	0	6												
DVDs Added	2	18												
Total Items Added	40	250	0	0	0	0	0	0	0	0	0	0	290	
Items Discarded	86	144												
PROGRAMMING														
Children's Programs 0-5 years	3	0												
Children's Attendance 0-5 years	120	0												
Children's Programs 6-11 years	1	0												
Children's Attendance 6-11 years	25	0												
Teen Programs 12-18 years	1	0												
Teen Attendance 12 -18 years	1	0												
YS Passive Programs	3	2												
YS Passive Participation	120	81												
Adult Programs	1	3												
Adult Attendance	4	107												
TECHNOLOGY USAGE														
Public Computers	212	243												
WIFI	47	50												
COMMUNITY OUTREACH														
Volunteer Hrs (Adult)	35	132.5												
Volunteer Hrs (Teen)	0	0												
Total Volunteer Hrs	35	132.5	0	0	0	0	0	0	0	0	0	0	0	
ONLINE RESOURCES														
Brainfuse/Help Now	0	0												
Brainfuse/Job Now	0	0												
Ancestry	15	0												
Mango Languages	2	9												
Pebble Go/PebbleGoNext	0	0												
Niche Academy	2	42												

PARKS AND RECREATION

Ruidoso Schools MOU MAINTENANCE AND FINANCES

- Staff cleaned parks and restrooms, (33-man hours White Mtn.) ~~\$924.00~~ personnel.
- Staff removed flood debris from Complex, fertilized athletic fields with weed & feed, worked on the drainage ditch, and sprayed weed killer, 128-man hours.

Total Supplies	\$2,250.00
Water - August	
Gavilan Water Bill	\$1004.41
White Mountain Water Bill	\$8,743.24
White Mountain Electric Bill-June	\$284.88
Personnel	\$3,584.00

\$15,581.65



Photo Courtesy Mark Sumbough

128

TOTAL HOURS



Parks and Facilities PROJECTS BY NUMBERS

- Staff cleaned and maintenance parks, and buildings. 1520-man hours.
- Staff picked up trash on medians, parks, free parkings, and cleaned graffiti, 24-man hours.
- Staff worked on athletic fields, 216-man hours.
- Staff mowed and weed eated parks, 392-man hours.
- Staff sprayed weeds in parks and at Village buildings, 72-man hours.
- Staff worked removing debris for Monsoon 2025, 112-man hours.
- Staff worked with the EOC, 64-man hours.
- Staff moved docks, 12-man hours.
- Staff worked special events, 256-man hours.



2,668

TOTAL HOURS

Keep Ruidoso Beautiful

- The Keep Ruidoso Beautiful Committee Meeting was held August 11th.
- The Keep Ruidoso Beautiful Committee received their signed grant agreement for \$67,121.50
- Park staff removed graffiti, stickers and picked up trash, 24-man hours.



Photo Courtesy Mark Sternauigh

Programs & Activities

YOUTH AND COMMUNITY ACTIVITIES

- Recreation Staff completed the third month of the Midtown Market at Country Club Park. Visitor attendance remains strong, with many daily & seasonal vendors attending each Saturday.
- The White Sands Full Moon Night, organized and led by the Rec Staff, was held on August 9th and had 13 registered participants.
- Youth Flag Football tryouts were held at the Upper Horton Gym on August 19th, which marked the start of the Youth Football season with 210 registered participants.
- Youth Soccer tryouts were held at the Upper Horton Gym on August 20th, which marked the start of the Fall Soccer season with 190 registered participants.
- The grass field and baseball field at White Mountain Recreation Complex were prepared with 6 soccer and 4 football fields to be utilized by High School Soccer and 25 Football and 19 Soccer



RUIDOSO
PARKS & RECREATION
LANDS OF NATURE'S PLAYGROUND
PROGRAMS & ACTIVITIES

Programs & Activities

YOUTH AND COMMUNITY ACTIVITIES

- Recreation staff coordinated with Park's staff and EcoServants to conduct trail maintenance on T98 trail and Fisherman's trail for a total of 3.5 miles in preparation for the XTERRA races at Grindstone Lake.
- XTERRA was held August 16th & 17th with Recreation staff contributing to the setup the entire week prior to the event.
- 13 lifeguards, consisting of Rec Staff and Seasonal Rec Staff were positioned on Grindstone Lake in various watercraft, ensuring water safety during the swim portion of the XTERRA triathlon.
- Rec Staff continues to prepare the Wingfield Park pavilion every Friday in anticipation of the "Under the Mountain Sky" concerts



RUIDOSO
PARKS & RECREATION
LANDS OF NATURE'S PLAYGROUND
PROGRAMS & ACTIVITIES

Public Pool Update

- The Swimming Pool closed on August 10th with the Pooch Party.
- 32 dogs and approx. 60 people visited on August 10th.
- Chemical controller pumps and impellers are shut down and drained.
- All outdoor furniture were moved inside of the facility for the off-season.
- The pool is partially drained and ready to be covered up for the winter.
- The climbing wall needs to be repaired and then stored for the winter.
- Pool barriers will come down in the next weeks and the handicap lift will be moved inside the facility.
- A new pool filter tank is required for the 2026 season and quotes have been requested.
- The main pump has a leak and needs to be checked and repaired.



Community Center

Center Sessions and RSVP Activities

- Community Center staff had filed a grant application through the New Mexico Aging & Long-Term Services Capital Outlay Department for an addition to the Community Center in 2024. In August of 2025 staff received an award letter granting the Village of Ruidoso 2.1 million dollars for the addition. A scope of work has been sent to the contractor and the grant agreement should be out soon. The plan is to get the construction done as soon as possible to have a relatively quick completion date. The addition shall include extra meeting space, additional commercial kitchen areas with equipment, storage areas, another office area, and additional bathrooms.
- Community Center staff have been busy with normal operations which include: fitness classes, games, healthcare assistance, food service, art lessons, golf equipment usage, children's playgroups and much more.
- Region IX has added an additional playgroup per month which will be held on the first Wednesday of each month from 9:00am-10:30am just ahead of the center's move it or lose it fitness session at 11:00am. Region IX will be doubling their donations to the center which help to buy supplies and equipment or any other additional needs the center may have which exceeds normal budget secured each year.
- Staff have been busy distributing work sheets to RSVP volunteer stations that have stacked up over time. New sheets have been ordered for volunteers to satisfy grant requirements and will be delivered as soon as they arrive.
- Staff have been creating a training session for the RSVP program which will take place in October 2025. Training will be for those that need a refresher or are new to the program. Training shall consist of fundamentals associated with program requirements, benefits to volunteers, time sheet keeping, mileage reimbursements, documentation, and any other items that need attention. Lunch will be served to all who attend.



3

staff
Members

50+

Weekly
Activities

Previous Month
Retired and Senior Volunteer Hours
Winners
Sharon LeFebvre - Humane Society: 89.5 Hours
Paul Eckman - 67 Hours: Capitan Public Library
Peggy Mayville - 67 Hours: Ruidoso Downs Senior Center
Your Service is Invaluable



POLICE DEPARTMENT

Dispatch all calls for service

Total Calls for Service- 1707

Total Positions Available- 11

Total Positions Vacant- 2

Positions Hired this month-0

Total Applications this month – 10

Patrol Division calls for service

Total Calls for Service- 917

Total Arrests made- 19

Total Citations Issued- 39

Total Reports taken- 65
Special Operations Conducted- 1

Total Positions Available- 20
Total Position Vacant- 6
Positions Hired this month- 1
Total Applications this month –6

ACO/Code Enforcement calls for service

Total Calls for Service- 168
Citations Issued- 0
Special Operations Conducted- Monsoon flooding events
Reports Taken- 2

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

Criminal Investigations Division

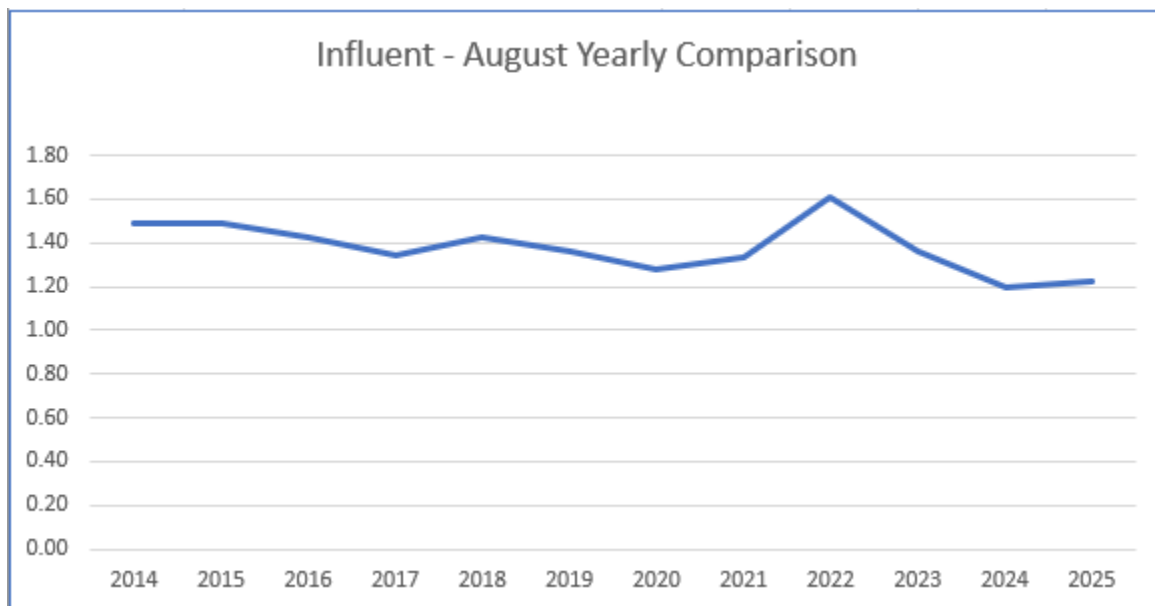
Total Calls for Service- 25
New Cases Received- 3
Pending Cases- 15
MCU Callouts – 0
Special Operations Conducted- 2 Kristi Noem Escort/Federal Fugitive Apprehension
Backgrounds – 4

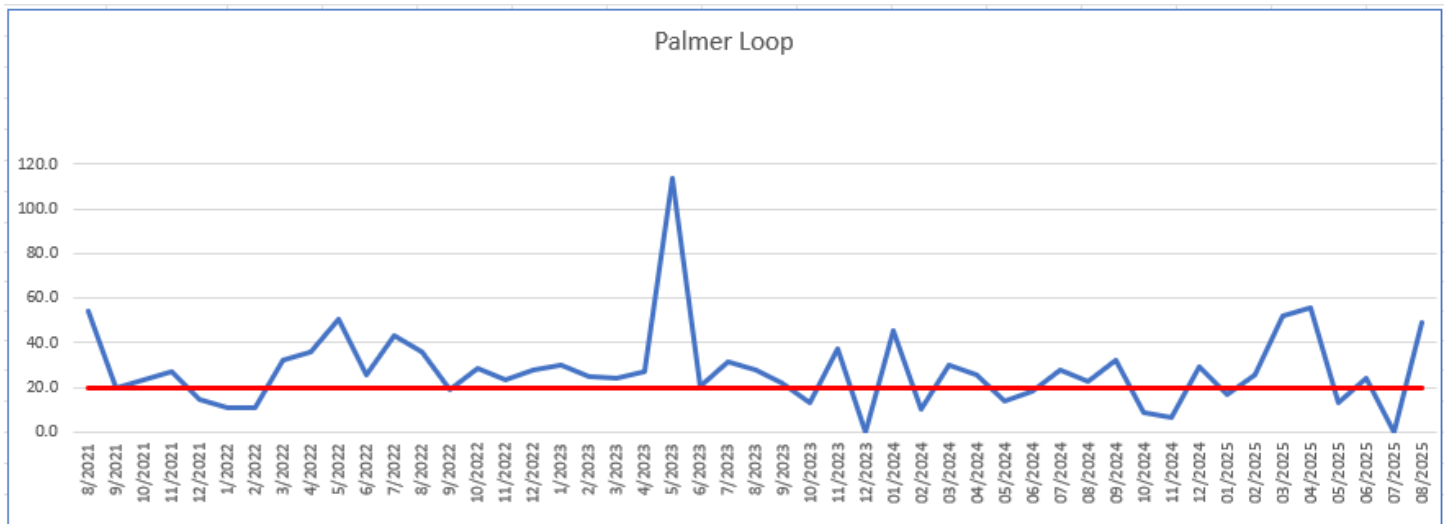
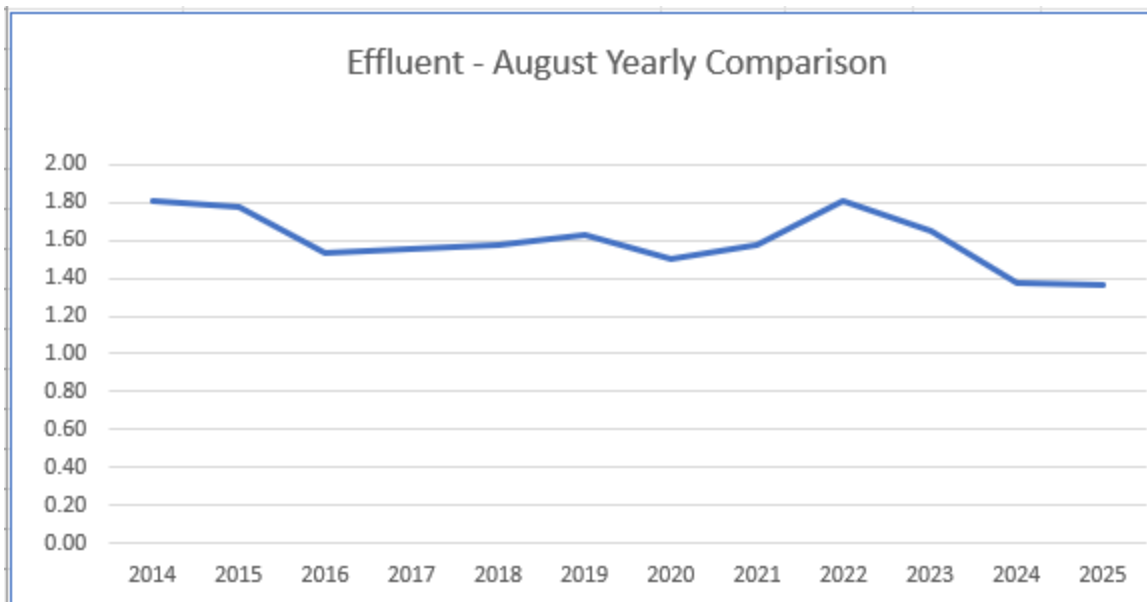
Total Positions Available- 4
Position Vacant- 1-Narcotics
Positions Hired this month- 0
Total Applications this month-0

REGIONAL WASTEWATER TREATMENT PLANT (RWWTP)

RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY										
MONTHLY RECORD FOR INFLUENT AND EFFLUENT										
DATE	DAY	FLOW	TEMP.	pH	T.S.S.	BOD5	E. COLI	TRC ug/L	INF. T.S.S.	INF. BOD5
08/01/25	Fri	1.23	22.2	7.39				N/A		
08/02/25	Sat	1.11	22.8	7.49				N/A		
08/03/25	Sun	1.15	23.0	7.37				N/A		
08/04/25	Mon	1.15	23.2	7.43				N/A		
08/05/25	Tues	1.17	23.1	7.36				N/A		
08/06/25	Wed	1.25	23.4	7.26				N/A		
08/07/25	Thu	1.19	23.1	7.36				N/A		
08/08/25	Fri	1.37	22.8	7.18				N/A		
08/09/25	Sat	1.32	23.1	7.33				N/A		
08/10/25	Sun	1.35	23.3	7.28				N/A		
08/11/25	Mon	1.30	23.1	7.31				N/A		
08/12/25	Tues	1.40	22.9	7.58			56.0	N/A		
08/13/25	Wed	1.08	22.9	7.39	4.43	1.73		N/A	195.3	155.3
08/14/25	Thu	1.40	22.4	7.26				N/A	VSS 96.9	pH 7.52
08/15/25	Fri	1.46	22.6	7.43				N/A	VOL.49.6%	TEMP. 15.2
08/16/25	Sat	1.47	22.6	7.34	4.43	1.73	56.0	N/A	97.7	98.9
08/17/25	Sun	1.37	22.3	7.09				N/A	%removal	%removal
08/18/25	Mon	1.54	22.6	7.28				N/A		
08/19/25	Tues	1.37	22.7	7.38				N/A		
08/20/25	Wed	1.53	22.8	7.39				N/A		
08/21/25	Thur	1.31	22.9	7.42				N/A		
08/22/25	Fri	1.38	22.8	7.42				N/A		
08/23/25	Sat	1.42	22.7	7.32				N/A		
08/24/25	Sun	1.44	22.7	7.40				N/A		
08/25/25	Mon	1.44	23.1	7.39				N/A		
08/26/25	Tues	1.41	22.7	7.19			11.5	N/A		
08/27/25	Wed	1.32	22.7	7.35	1.87	0.68		N/A	207.7	167.1
08/28/25	Thu	1.40	23.5	7.33				N/A	VSS 169.4	pH 7.50
08/29/25	Fri	1.44	22.5	7.37				N/A	VOL.81.6%	TEMP. 15.1
08/30/25	Sat	1.74	22.6	7.36	1.87	0.68	11.5	N/A	99.1	99.6
08/31/25	Sun	1.70	22.9	7.57				N/A	%removal	%removal
MONTHLY AVG.		1.36			3.15	1.21	33.8			

RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY								
MONTHLY RECORD FOR FOG RESULTS								
FOG RESULTS								
Mescalero, New Mexico								
Collection Date		N-Hexane Extractable				Location		
8/6/2025		12.0				IMG - Carrizo Canyon		
8/6/2025		49.0				Palmer Loop Manhole, Mescalero		
8/6/2025		N/D				Apache Travel Center		
8/6/2025		18.0				Metering Station		
FOG RESULTS (RWWTP - INFLUENT)								
Ruidoso Downs, New Mexico								
Collection Date		N-Hexane Extractable				Location		
8/6/2025		26.0				Wastewater Treatment Plant		





SOLID WASTE

- The department is down one CDL Truck Driver, and a Mechanic.
- Grapple pick up has really picked back up. There are lots of needles falling (this time of year) and people are out cleaning; on top of forestry compliance clearing.
- We only have 2 to 3 grapple drivers running full time. We are having to pull grapple drivers to run other routes including refuse and transport.
- We are still getting illegal dumping. People are still cleaning out their homes of flood debris and others are remodeling damaged property and wanting the Solid Waste Department to come pick it up.
- Robyn off Monday
- We have 2 trash trucks and 4 bear mess trucks on council meeting Tuesday.

Universal Waste Systems Statistics:

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

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

Lincoln County Waste Transfer Statistics:

- Listed below are the year-to-date deliveries of municipal solid waste from Lincoln County via Universal Waste Systems to the Gavilan Canyon Transfer Station:

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

MONTH	GROSS LOADS	GROSS TONS DELIVERED TO T.S.	PRE TAX FEE
2025/2026			
MARCH	26	164.26	\$10,093.78
APRIL	28	181.51	\$10,545.43
MAY	26	124.15	\$7,629.02
JUNE	25	125.08	\$7,686.17
JULY	25	122.53	\$7,529.47
AUGUST	26	126.06	\$7,746.39
SEPTEMBER	0	0.00	\$0.00
OCTOBER	0	0.00	\$0.00
NOVEMBER	0	0.00	\$0.00
DECEMBER	0	0.00	\$0.00
JANUARY	0	0.00	\$0.00
FEBRUARY	0	0.00	\$0.00
	156	843.59	\$51,230.26

Gavilan Canyon Transfer Station:

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

Fiscal Year	Solid Waste Tonnage	Fee	Loads
2025/2026			
JUL	1,096.22	\$19,133.63	45
AUG	0.00	\$0.00	0
SEP	0.00	\$0.00	0
OCT	0.00	\$0.00	0
NOV	0.00	\$0.00	0
DEC	0.00	\$0.00	0
JAN	0.00	\$0.00	0
FEB	0.00	\$0.00	0
MAR	0.00	\$0.00	0
APR	0.00	\$0.00	0
MAY	0.00	\$0.00	0
JUN	0.00	\$0.00	0
TOTAL	1,096.22	\$19,133.63	45

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

STREETS

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

- Signs: Meander, Jack Little

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

- Haul Dirt/ Aggregates/Cold Mix/Millings: Ponderosa, Cree Meadows, Brady Canyon,
- Jersey Barrier/Orange Barricades: North Oak, Valonia, White Mountain
- Cut Road In: Shaw
- Shoulder Work/Pick up Debris: Paradise
- Road Repair/Maintenance: Ongoing in flood zones Johnson, Ponderosa, Cree Meadows, South Oak, Ash, Brady, Leon Farrar
- Closed Roads: North Oak, Valonia
- Flood Watch/Debris Removal/Clean Roads: village wide, George McCarty, Johnson, Main, Paradise, White Mountain, Gavilan,

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

- Clean Ditches/Culverts/Debris Dams: Gavilan, Leon Farrar, Maple, George McCarty, Ike Wingfield, Dan Swearigen, Paradise Canyon, Brady, Ash, Warrior
- Repair / Install Berm/Swale/Install Culvert: Alpine Village,
- Clean/Repair/ Drop Inlet/Debris Dam: Village wide

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

- Fix Sunken Street Cuts: Sudderth,
- Cold Mix fills: K, 5th, Apache Hills, Timberline Court, Slate Court

Sweeping Streets:

- Swept: Sudderth, White Mountain, Guadalupe, White Mountain Meadows

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

- Driveway Apron/Driveway Plow/Flood Damage : George McCarty, Leon Farrar
- Cold Mix/Millings on Road: Johnson, Shaw
- Making Cold Mix: Cold Mix Made
- Road/Parking Lot Prep/Repair: Shaw

Pothole Patching:

- Timberline Court, Timberline, Roswell, 1st, 5th, Apache Hills, Rowan, Chase, Kirkman, White Mountain, Heath

Guardrail Installation/Maintenance/Repair/ Bridge Maint./Repair:

- Bridge Crossing Repair: Cree Meadows

Street Department News:

- Clean & Maintenance Equip. & Trucks
- Hot Plant Repairs
- Put LED Light Bars on Trucks
- Maintenance Worker I : Open

Driveway Permits:

- Driveway Permits: 219 Cummings, 215 Jack Little

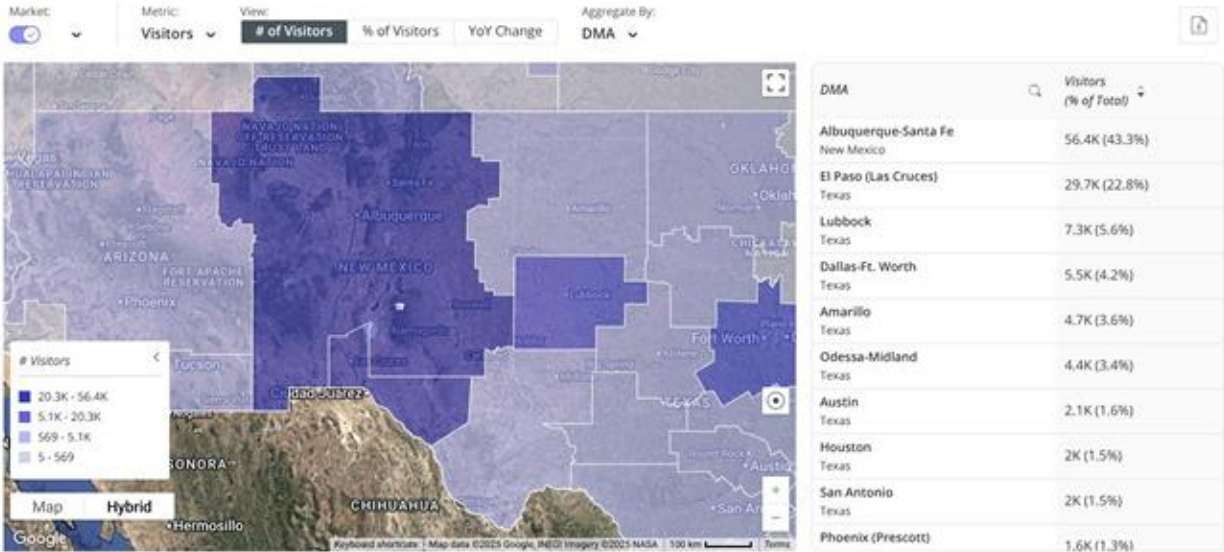
General Street Repair and Drainage Work Orders: The goal is to keep these issues moving in a timely manner

Future / Ongoing: Assignments and Projects are as follows:

Project # & Location:	Project Funds:	Type of Fund Recv'd.:	Completion Deadline:	Current Status:
COOP 23-24	Application to be submitted 2/14/23 To council Asking 25% \$76,212.00 75% \$228,636.00 Total=\$304,848.00	Received: \$257,077 VOR 25% \$64,269 NMDOT 75% \$192,808	12/31/2024 12/31/2025	Resolution to council for approval of support 2/14/23. Submitted Application to NMDOT 2/22/23. Awarded Funding 06/06/23. Due to Southfork Fire & Burn Scar Flooding VOR requested NMDOT for 1 yr. extension of project, NMDOT granted extension.
MAP 2025	Application to submitted 2/16/24 to Council Asking 25% \$94,491.25 75% \$283,473.75 Total=\$377,965	Received: \$377,965 VOR 25% \$94,491 NMDOT 75% \$283,474	6/30/2026	Resolution to Council for approval of support 2/06/24. Submitted Application to NMDOT 2/16/24. 7/2024 Awarded funding
COOP 2025	Application to be submitted 2/16/24 To council Asking: 25% \$83,591.25 75% \$250,773.75 Total=\$334,365.00	Received: \$334,365.00 VOR 25% \$83,591 NMDOT 75% \$250,774	12/31/2025	Resolution & Application to council for approval of support 2/06/24. 2/16/24 submitted application to NMDOT. 7/2024 awarded funding
COOP 2026	Application to be submitted 2/16/25			Resolution & Application to council for approval of support 2/11/25. 2/26/25 submitted application to NMDOT
MAP 2026	Application to be submitted 2/16/25			Resolution & Application to council for approval of support 2/11/25. 2/26/25 submitted application to NMDOT.

VISITOR TRENDS

Non-Resident Origins ?

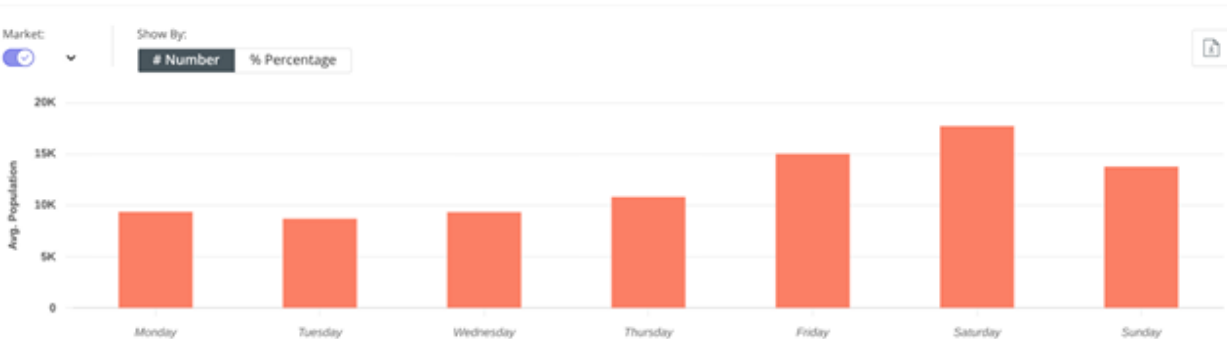


VISITOR TRENDS

Daily Population Trend ?



Daily Activity ?



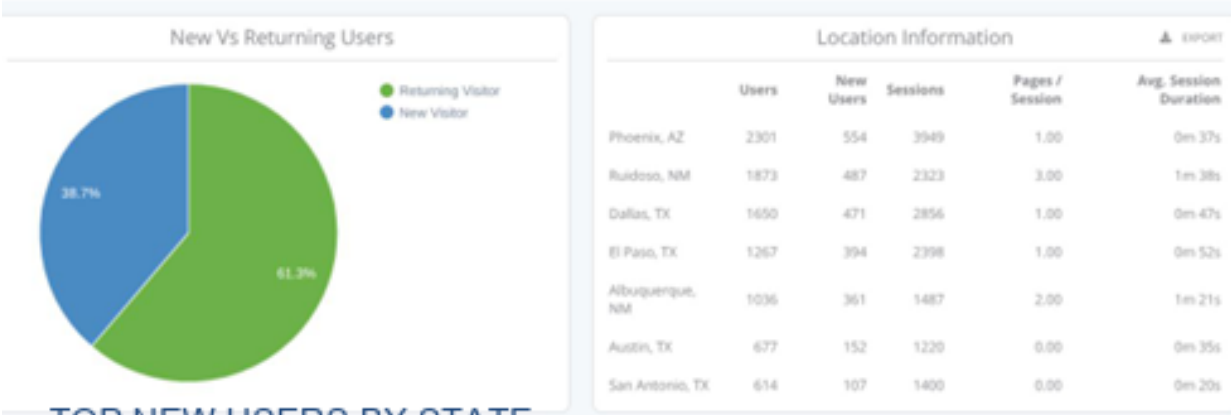
TOP PLACES VISITED

Rank	Name	City	Total Visitors
1	Downshift Brewing Company - Riverside 2704 Sudderth Dr, Ruidoso, NM 88345	Ruidoso	8K (5.1%)
2	Farley's Food Fun & Pub 1200 Mecham Dr, Ruidoso, NM 88345	Ruidoso	6.8K (5.2%)
3	Alto Cafe 810 State Highway 48, Alto, NM 88345	Alto	6.7K (5.1%)
4	Noisy Water Winery (The Cellar Uncorked) 2342 Sudderth Dr, Ruidoso, NM 88345	Ruidoso	5.6K (4.3%)
5	Club Gas 1137 Mecham Dr Unit A, Ruidoso, NM 88345	Ruidoso	5.6K (4.3%)
6	Ruidoso Bowling Center 1202 Mecham Dr, Ruidoso, NM 88345	Ruidoso	5K (3.8%)
7	Tina's Cafe 2825 Sudderth Dr, Ruidoso, NM 88345	Ruidoso	4.5K (3.5%)
8	Books Etcetera 2340 Sudderth Dr, Ruidoso, NM 88345	Ruidoso	4.2K (3.2%)
9	Rio Grande Grill and Tap Room 441 Mecham Dr, Ruidoso, NM 88345	Ruidoso	4K (3.1%)
10	Brewer Oil Co 1 Ski Run Rd, Alto, NM 88312	Alto	3.8K (2.9%)

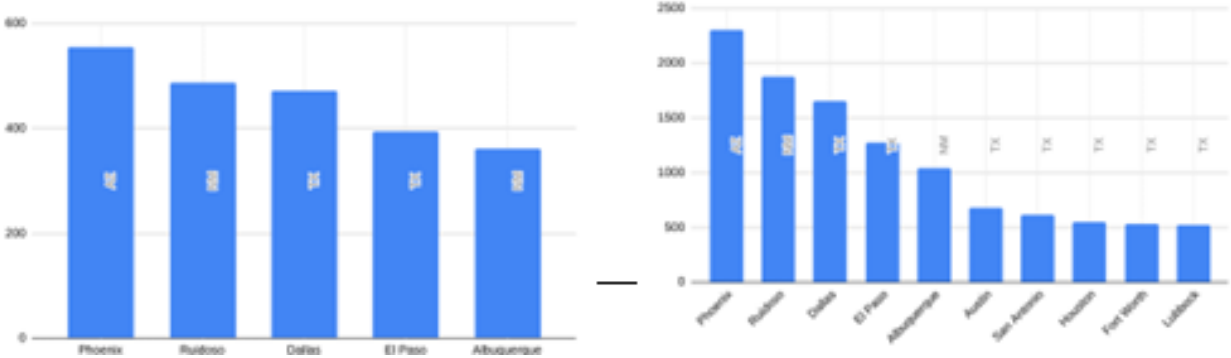
VisitWidget Users



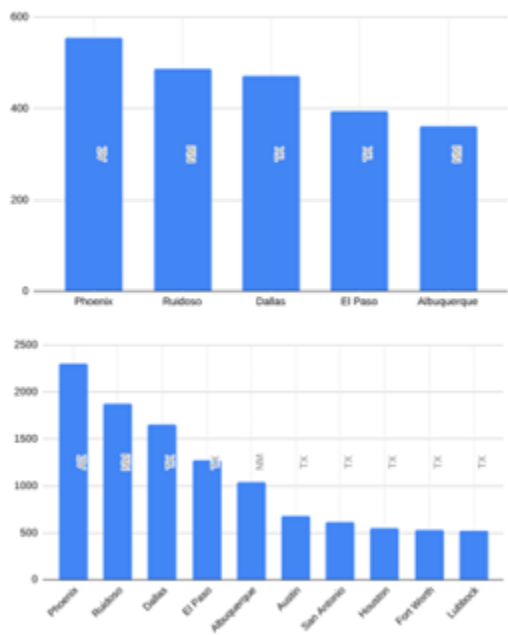
VisitWidget Users



TOP NEW USERS BY STATE



VisitWidget Users



TOP NEW USERS BY STATE

TOP USERS BY STATE

SOCIAL OVERVIEW: AUGUST 2025

Tourism Social Sites







TOURISM - TOP PERFORMING SOCIAL POSTS

Top performing Facebook posts in August in terms of impressions:



TOURISM - TOP PERFORMING SOCIAL POSTS

Top performing Instagram posts in August in terms of impressions:

 <p>Ruidoso, New Mexico Instagram Aug 16, 2025, 11:15 AM</p> <p>IT'S OFFICIAL! The race has begun! Watch these incredible athletes kick...</p> <p>539 Interactions 1 Comments</p> <p>14,358 Int. per 1k 10,253 Impressions</p>	 <p>Ruidoso, New Mexico Instagram Aug 4, 2025, 12:58 PM</p> <p>ADORABLE BUT WILD! When you visit Ruidoso, you're going to fall in lo...</p> <p>427 Interactions 6 Comments</p> <p>11,425 Int. per 1k 10,616 Impressions</p>	 <p>Ruidoso, New Mexico Instagram Aug 24, 2025, 12:28 PM</p> <p>POV: Grindstone Trail Hike. #DiscoverRuidoso #Grindstone #Hike...</p> <p>342 Interactions 11 Comments</p> <p>9,076 Int. per 1k 5,553 Impressions</p>	 <p>Ruidoso, New Mexico Instagram Aug 1, 2025, 8:02 PM</p> <p>CLOSURE NOTICE FOR EMERGENCY WORK IN THE UPPER CANYON AREA...</p> <p>286 Interactions 0 Comments</p> <p>7,652 Int. per 1k 12,680 Impressions</p>
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IMPRESSIONS: AUGUST 2025

Tourism Social Sites



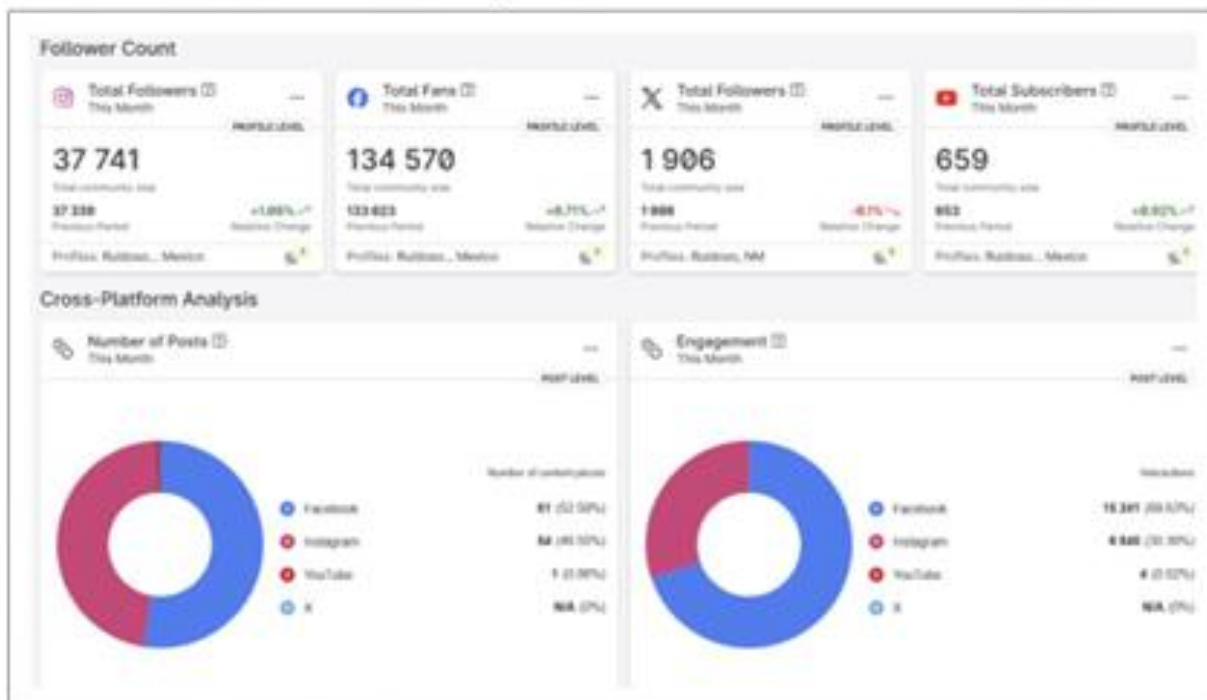
ENGAGEMENT: AUGUST 2025

Tourism Social Sites



TOURISM AUDIENCES

Total community of followers on Tourism social



MUNICIPAL - TOP PERFORMING SOCIAL POSTS

Top performing Facebook posts in August in terms of impressions:



SOCIAL OVERVIEW: AUGUST 2025

Municipal Social Sites



MUNICIPAL AUDIENCE

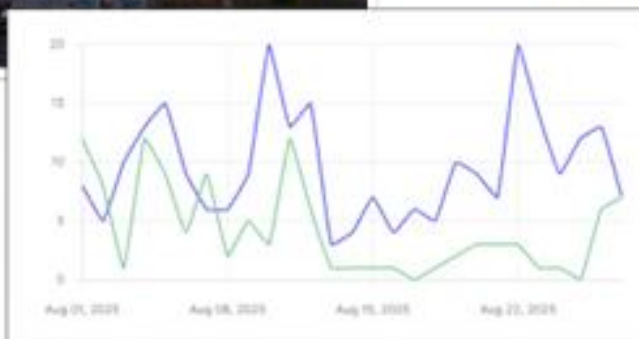
Total community of followers on Municipal



WEBSITE –TRANSLATION TOOL

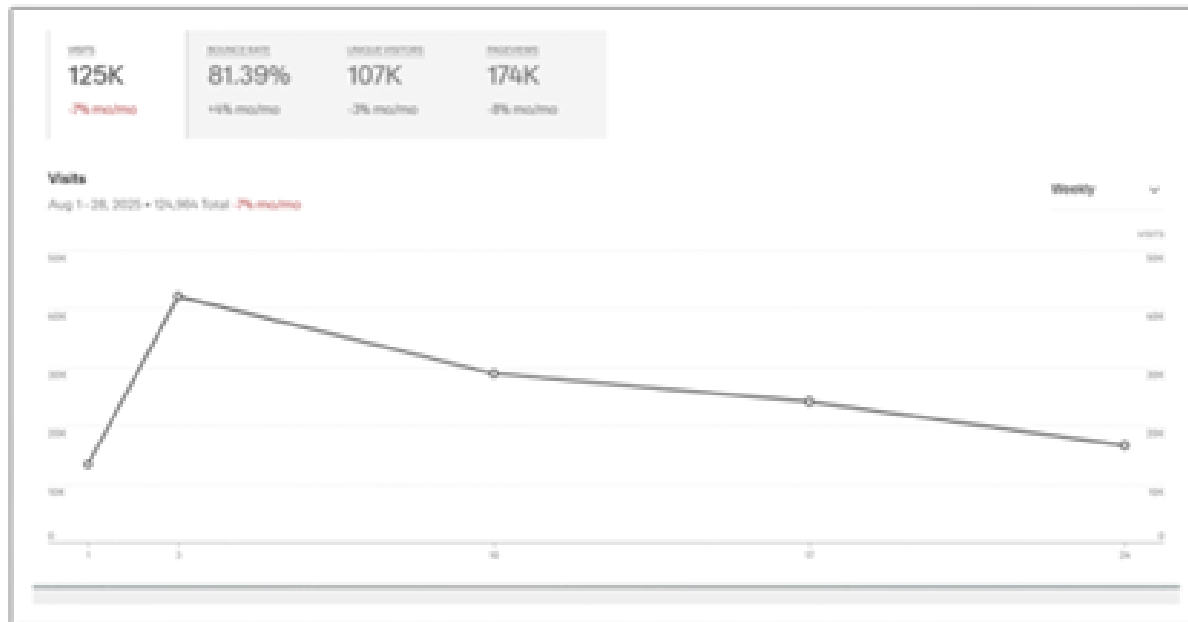


We had 373 translation requests by visitors in August. In total, the tool has been used 7,699 times in the past 12 months.



WEBSITE ANALYTICS

TOURISM: AUGUST



GEOGRAPHIC STATS

TOURISM: AUGUST

Texas continues to be our biggest audience on DiscoverRuidoso.com with El Paso beating out Dallas as driver of the most traffic this month.

United States

• Texas	35,274
Unknown	32,089
• New Mexico	5,538
• California	5,538
• Arizona	5,523
• Tennessee	5,081
• Alaska	1,868
• Florida	1,852
• Georgia	1,848
• Minnesota	758
• Colorado	388
• Idaho	158
• Kansas	38

Texas

• Texas	35,274
• El Paso	8,270
• Dallas	5,751
• Others	4,245
• Houston	3,827
• San Antonio	1,768
• Lubbock	1,691
• Austin	1,558
• Unknown	1,544
• Midland	787
• Fort Worth	748
• Amarillo	737

AUGUST DIGITAL



Ruidoso News Banner



Military – Ft Bliss & HAFB



Traveling Texan Trip Planner



Go-NewMexico

AUGUST BILLBOARDS

We ran out-of-home advertising in both El Paso and Albuquerque markets, including temperature boards.



AUGUST EVENTS



XTERRA RECAP

The XTERRA/Ruidoso Gold event August 15-17, 2025, was huge success for the community. Participation data from the registration site shows 554 athletes competed (64% male and 36% female). The majority came from NM (235) followed by TX (172) and then CO (67).



Race	# Registered	% of Total
Full Distance Triathlon	174	31%
Full Distance Triathlon - ELITE	7	1%
Full Distance Relay	35	6%
Sprint Distance Triathlon	96	17%
Sprint Distance Relay	9	2%
10K Trail Run	147	27%
Kids Sprint	86	16%
Total	554	100%



XTERRA RECAP

Total visitors to Wingfield Park the over the 3 days of XTERRA were up 1K from visitors the same weekend the year prior.

Metric Name	Wingfield Park 800 Center St, Ruidoso, NM 88345	Grindstone Lake 111 Higgins Way, Ruidoso, NM 88345
Visits	4,485	668
Visitors	3,185	649
Visit Frequency	1.42	1.03
Avg. Dwell Time	83 min	96 min

Metric Name	Wingfield Park 800 Center St, Ruidoso, NM 88345	Grindstone Lake 111 Higgins Way, Ruidoso, NM 88345
Visits	2,380	842
Visitors	2,185	742
Visit Frequency	1.09	1.13
Avg. Dwell Time	38 min	104 min

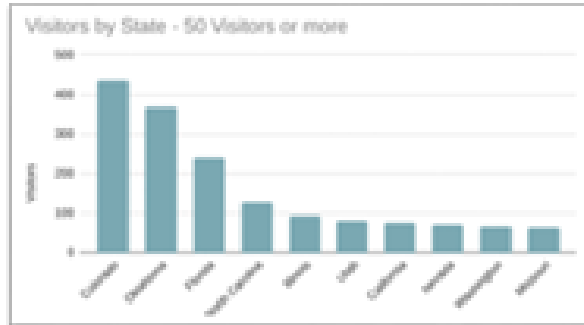
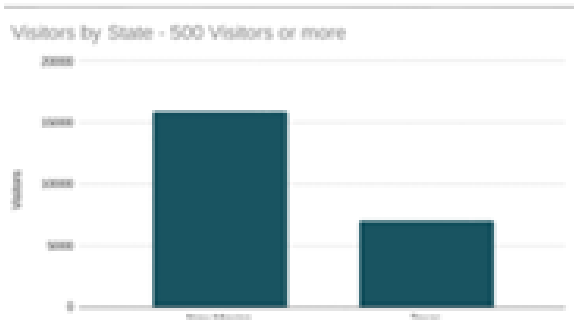
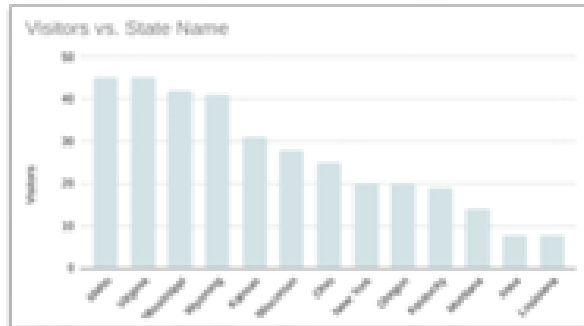
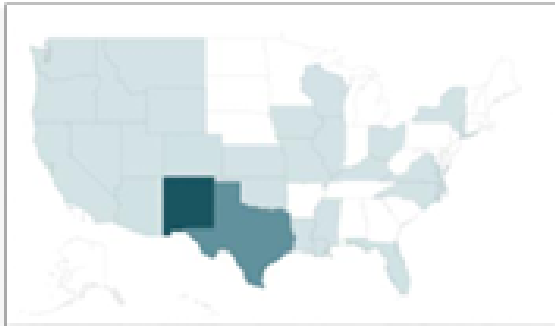
XTERRA RECAP

Top places visited during the 3-day XTERRA weekend.

Prior			Post		
Rank	Name	Foot Traffic	Rank	Name	Foot Traffic
1	Ruidoso Grindstone Trail Runs / Grindstone Canyon Rd, Ruid...	9.6%	1	Ruidoso Grindstone Trail Runs / Grindstone Canyon Rd, Ruid...	7.9%
2	Elevate Hotel at Sierra Blanca Ruidoso, Ascend Hotel Collec...	6.5%	2	Downshift Brewing Company - Riverside / Sudderth Dr, Ruid...	5.8%
3	Downshift Brewing Company - Riverside / Sudderth Dr, Ruid...	4.6%	3	Elevate Hotel at Sierra Blanca Ruidoso, Ascend Hotel Collec...	5.1%
4	Downtown Ruidoso New Mexico / Sudderth Dr, Ruidoso, NM	4.2%	4	Lowie's Market / Mechem Dr, Ruidoso, NM	3.9%
5	Hampton Inn & Suites Ruidoso Downs / US Hwy 70 E, Ruidos...	2%	5	Downtown Ruidoso New Mexico / Sudderth Dr, Ruidoso, NM	3.4%
6	McDonald's / Sudderth Ave, Ruidoso, NM	1.9%	6	Albertsons / Mechem Dr, Ruidoso, NM	2.3%
7	Hugga Mugg LLC / Central Ave., Tularosa, NM	1.8%	7	Walmart / US-70, Ruidoso Downs, NM	1.9%
8	Tina's Cafe / Sudderth Dr, Ruidoso, NM	1.3%	8	Anytime Fitness / Sudderth Dr, Ruidoso, NM	1.8%
9	Books Etcetera / Sudderth Dr, Ruidoso, NM	1.1%	9	Casino Apache / US-70, Mescalero, NM	1.5%
10	Epic Car Wash / Sudderth Dr, Ruidoso, NM	1.1%	10	Luochese Bootmaker / Montana Ave, El Paso, TX	1.4%

XTERRA RECAP

Non-resident origins by state during 3-day XTERRA weekend.



UPCOMING EVENTS



PR: AUGUST 2025



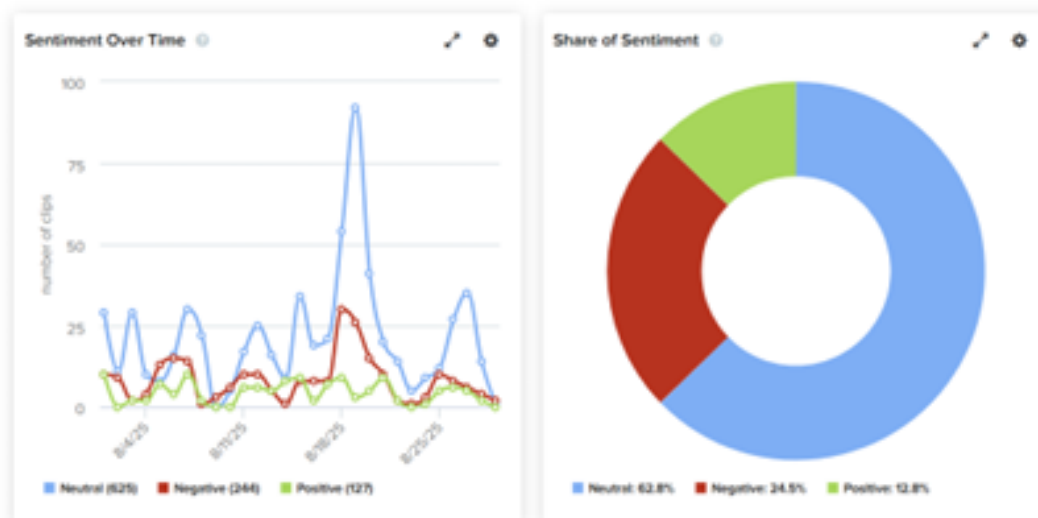
Total Mentions: Distribution of clips over time. Each clip counts as one mention

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

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

RUIDOSO | THE Agency

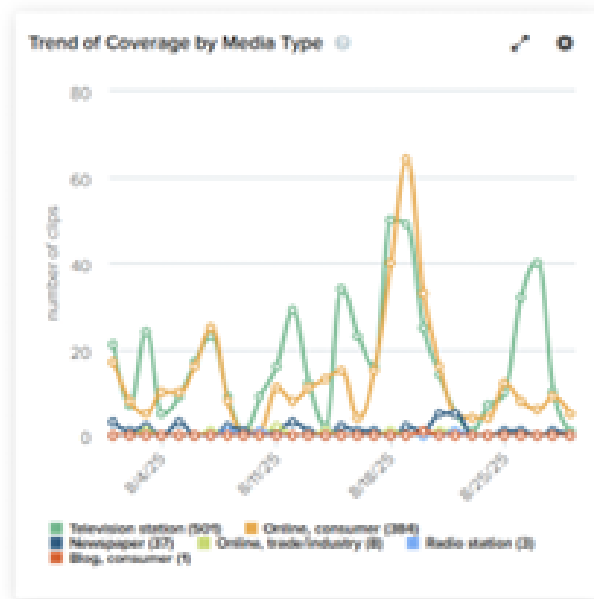
PR: AUGUST 2025



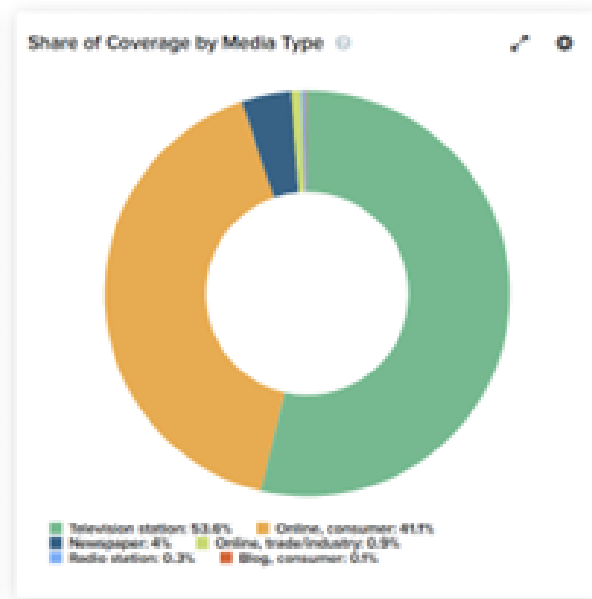
Sentiment Over Time: This is the distribution of sentiment tagged as positive, negative, or neutral as by calculated auto-toning.

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

PR: AUGUST 2025



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



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

NMTD CO-OP PROGRAM FY25

Our NMTD Co-op Award for FY25 gave us a \$913,300 media buy. The additional allocation of \$100,000 in incremental funds for fire recovery. The MMP program is in market now through the end of August.

FY25 New Mexico True CoOp MMP Production Summary						
Organization Name: Ruidoso - Fire Recovery Incremental Plan						
MEDIA TYPE	INITIATIVE	DETAILS	#	TARGETING	IN-MARKET DATES	PARTNER INPUTS
CONTENT / ORGANIC SOCIAL	In-State Social Content Fire Recovery Message v2	Adv influencers Celine & Amy (Smorg Social) make 2 strategically timed posts to highlight the recovery, the community pulling together, and how New Mexico can help (and come back when the time is right). Focused talking points & features.	2	In-State	Mid-August / September Content Capture	DMIT FORM Key Message
CONTENT / ORGANIC SOCIAL	Local Fire Recovery Regional Micro-Influencer Content for Paid Social Distribution (State Paid)	8-12 in-state/MT Texas Influencers	1	In-State, West Texas	Mid/Late September	
DIGITAL	Meta Paid Ads Package: 18 Video + Static; Instagram Reels	View	1	West Texas		SUBMIT FACEBOOK STATIC IMPRINTS SUBMIT INSTAGRAM STATIC IMPRINTS
DIGITAL	Managed Search	Proactive search efforts to drive traffic to right places for early recovery commodities	1	NAC		
DIGITAL COH	Altavampa Programmatic Digital Out-of-Home (6 weeks)	View	1	ADQ	Mid-Aug/Sept	See attached DDO ad inventory on Shared Resource Hub
DIGITAL COH	West Texas Programmatic Digital Out-of-Home (8 weeks)	View	1	Ameritas, Lubbock, Midland/Odessa	Mid-Aug/Sept	See attached DDO ad inventory on Shared Resource Hub
DIGITAL COH	El Paso Programmatic Digital Out-of-Home (8 weeks)	View	1	El Paso/ UE	Mid-Aug/Sept	See attached DDO ad inventory on Shared Resource Hub

NMTD CO-OP PROGRAM FY25

Final round of creative in market June-August



NEW MEXICO TRUE

NMTD CO-OP PROGRAM FY26

Our NMTD Co-op Award for FY26 was announced on 5/23. We received a \$920,913 media buy for our FY25/26 marketing.

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

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WATER DISTRIBUTION / WASTEWATER COLLECTIONS

Water Crew

Water crew repaired and/ installed

- Service lines – 2
- 2-inch lines – 11
- 6-inch lines – 1
- 8-inch lines – 5
- Worked on/ installed valves
- Also cleaned up work sites

Sewer crew

Rodded feet-4090

- 800 feet- Service lines
- 3290 feet- Main lines

Blockages- 8

- Customer-1025
- VOR-7

Repairs-10

- Lines-8
- Manhole-2

Dye test-0

Sewer Taps-1

Water meter crew

- Shut offs- 21
- Work Orders- 189
- Leaks- 151
- Maintenance and prv- 19

WATER PRODUCTION

Top priorities for Water Production – Tank Restoration Phase 1, Alto Lake Dam Analysis Evaluation and Design, and Upper Canyon Diversion Project.

- **Eagle Creek Diversion** – Diverting – **201 gpm** into Alto Reservoir (Depends on the ntu's and availability).
- **Upper Canyon Diversion** – Diverting – **0 gpm** into Grindstone Reservoir (Hollywood staff gauge is at - **Issue with gauge**)
- **Alto Lake to Plant 3** – **0 gpm**
- **Grindstone Reservoir level Elevation** – **6878.1 – 42.20' (from spillway)**.
- **Alto/Grindstone Interconnect** – **138.3 gpm**.
- **Well Operations Plan** – Eagle Creek water (when available), NF4, NF3, NF1, Green Well, & A-1, A-2, A-3, A-4, Apple Orchard, Middle Gavilan, Fault, and Brown Well.
- **Back Wash Tank** – **0' / 23' (Overflow) Tank is offline**
- **Little D Tank** – **28.54' / 32.0' (Overflow)**
- **Country Club Tank** – **33.3' / 23' (Overflow)**
- **Grindstone Lake Temp** – **68.8**.
- **Mini Excavator** – Received, Thank you Mayor and Council Members!

- **Upper Canyon** - (4) Special Bac-T samples for Upper Canyon were pulled on 8/27/25 and (4) samples on 8/28/25.

Plant #4

- Grindstone Tank level (3 million) = **47.9' / 51.9' (Overflow)** (8/27/25).
- Raw Water - **562,000 gallons** (8/27/25).
- Water produced - **516,000 gallons** (8/27/25).
- Completed monthly fire extinguisher inspections at plant 4 on 8/25.
- Plant operators are adjusting polymer flow rates as needed.
- Actual % TOC removal was 30.6%.
- Generator test (without load) is every Wednesday at 9:00 a.m.
- Generator test (with load) is once a month on the first at 9:00 a.m..
- Filter 1 was completed and is back in service
- Working on weed maintenance and plant cleanup.
- Replace the wood boards on small utility trailer.

Plant #3

- West Alto Tank level (5 million each) = **52.9' / 57.8' (Overflow)** (8/4/25).
- East Alto Tank level (5 million each) = Drained for rehab.
- Water production – **619,000 gallons** (9/25).
- Raw water to plant – **671,000 gallons** (8/1/25).
- Alto Lake to Plant 3 – **0 gpm**
- Completed monthly fire extinguisher inspections at plant 3 on 7/25.
- Eagle Creek flow - **0 gpm**.
- Generator test (without load) is every Wednesday).
- Generator test (with load) is once a month.
- Actual % TOC removal was 0%.
- Working on weed maintenance and plant cleanup.

Wells/Booster Stations & Misc. Items

- Performing weekly maintenance and pump rotations at pumphouses.
- Completed monthly fire extinguisher inspections at all pumphouses in 8/25.
- Monitoring PRV's daily and repairing as needed.
- Completed physical PRV checks on all critical PRV's for August 2025.
- Wells are being rotated on an as needed basis.
- Assisted NMED with the sampling three out of six entry points on 8/4/25
- Installed a new VFD at Cherokee Well.
- Replacing Cherokee Well wire from wellhead to the control building.
- Installed new VFD at North Fork #1 Well.
- Maintenance Crews are cutting weeds at the storage tanks and at the wells.

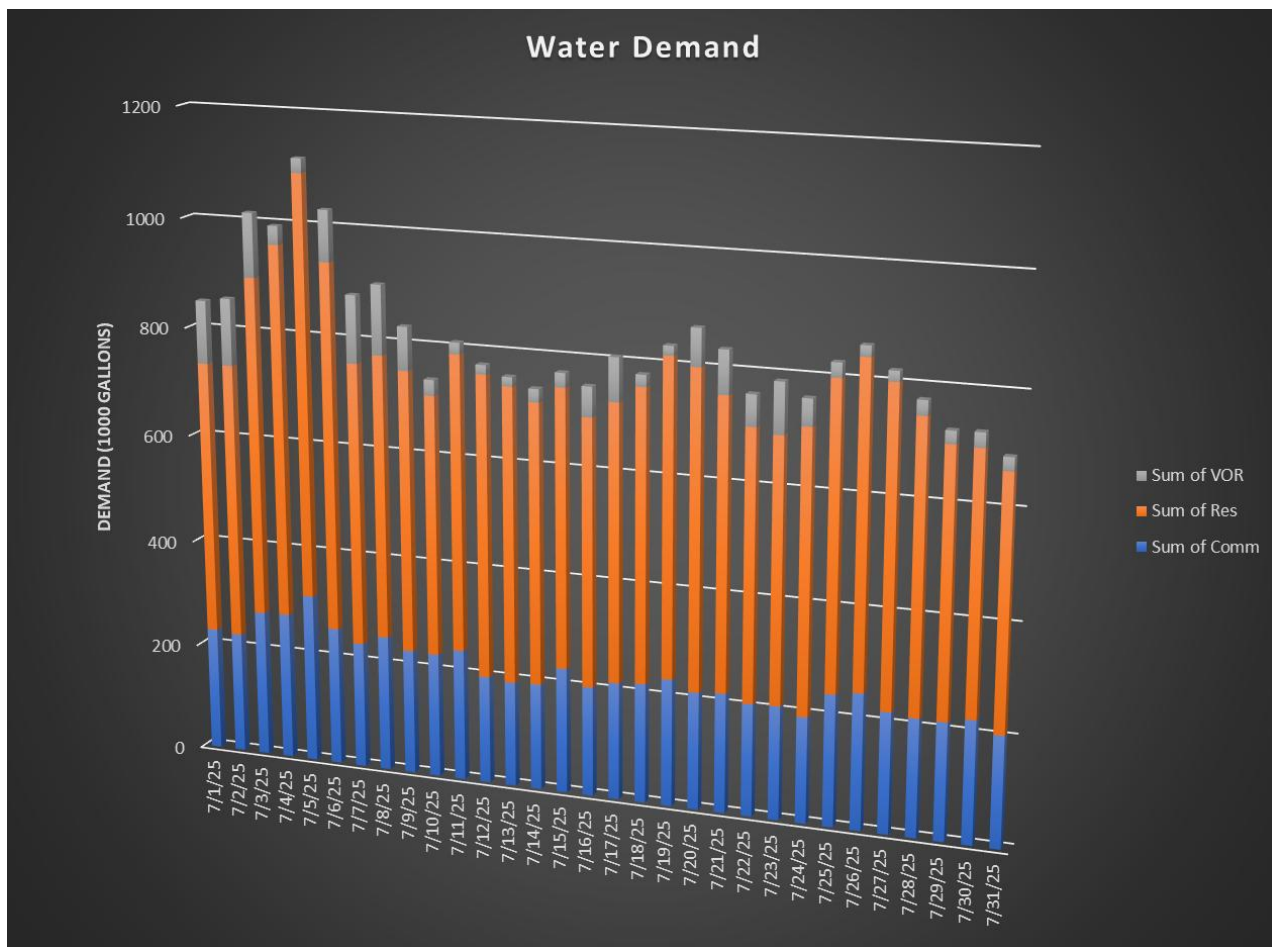
Projects

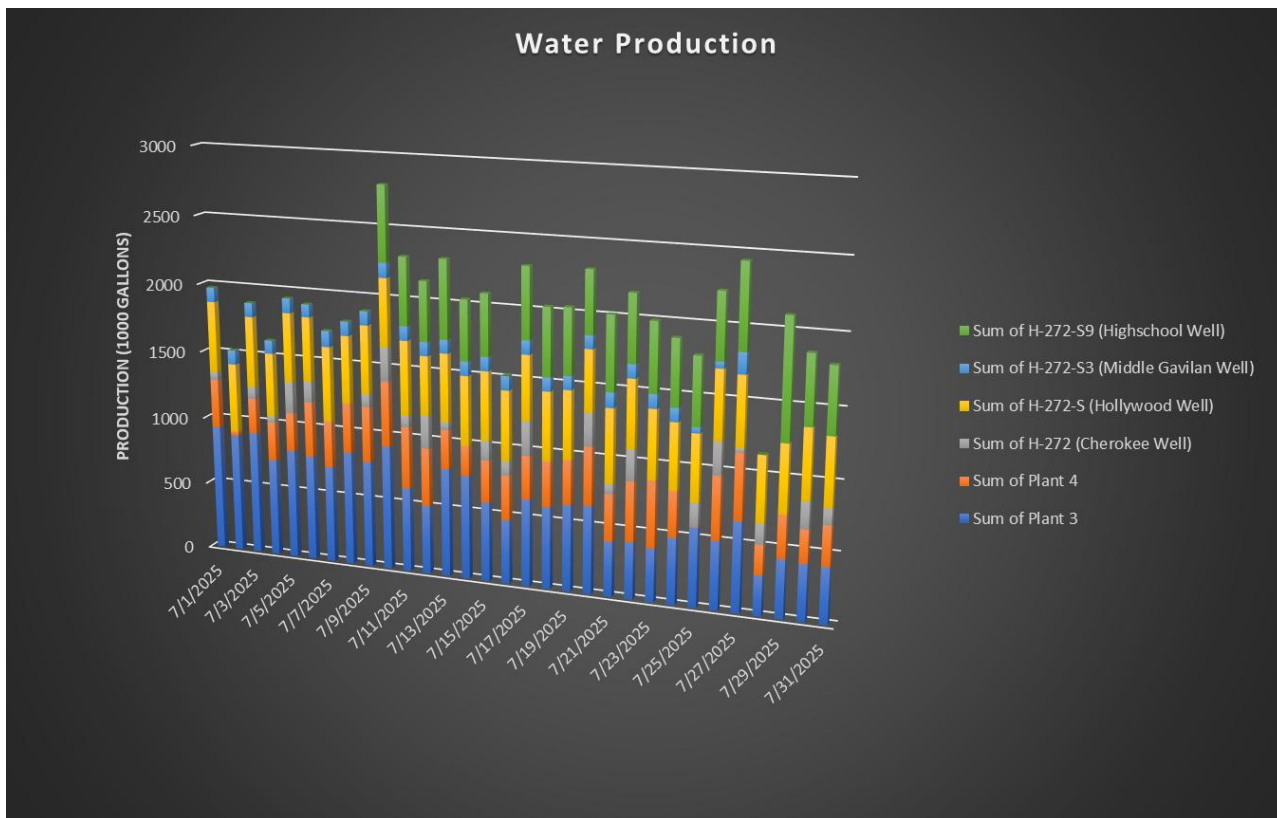
- Tank Rehabilitation Project – D&R Tank Is sandblasting the inside of the tank; they will start painting the outside of the tank soon.
- Upper Canyon Diversion Project – Spartan Construction installed two manual gates and vent on the round vault, they also worked on The punch list items.
- Tank Rehabilitation Phase 2 – SMA is working on the preliminary and final design.
- River Well – Legal is working on the River Well issue.
- Alto Lake Dam spillway and routing analysis – Working on the Task Order for AECOM.

NMED/EPA/OSE

- Completed (20) Bac-T sampling for August
- Completed August TOC samples for plant 3 & 4.
- Completed August SUVA samples.
- Submitted August MOR to NMED on 7/06/2025.
- Submitted Seepage data to NMOSE- DSB on 7/21/2025.
- (4) Special Bac-T samples for Upper Canyon were pulled on 8/27/25 and (4) samples on 8/28/25.

WATER RESOURCE





WINGFIELD HERITAGE HOUSE MUSEUM

August at the Wingfield Heritage House Museum

- We had regular attendance of 126 at the museum, up 30% from July. Only about 20% of the audience was local.
- The museum set up its first pop-up exhibit at the Xterra event in Wingfield Park, serving the 3000 people who attended the event. The museum Friends group put in many hours staffing the booth and making tote bags to sell.
- Volunteers from the Museum Friends group also have been attending the Midtown market, doing a craft project and telling people about the museum.
- Four new episodes of Ruidoso Rewind aired this month: History of Pickleball, The Santa Fe Ring, Margaret Osborne duPont, Apache Summit
- We have over 2300 records in the Past Perfect collections database.



Midtown at Night, c. 1960, Carmon Phillips negatives



Majorettes from Ruidoso Highschool, no date, Carmon Phillips negatives

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 2.

To: Mayor Crawford and Councilors

Presenter(s): Rick Lamb, CEO Boys and Girls Clubs of Chaves and Lincoln Counties

Meeting Date: September 9, 2025

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

Item Summary:

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

Financial Impact:

None

Item Discussion:

Update on Boys and Girls Clubs of Chaves and Lincoln Counties

Recommendations:

None

ATTACHMENTS:

Description

Presentation

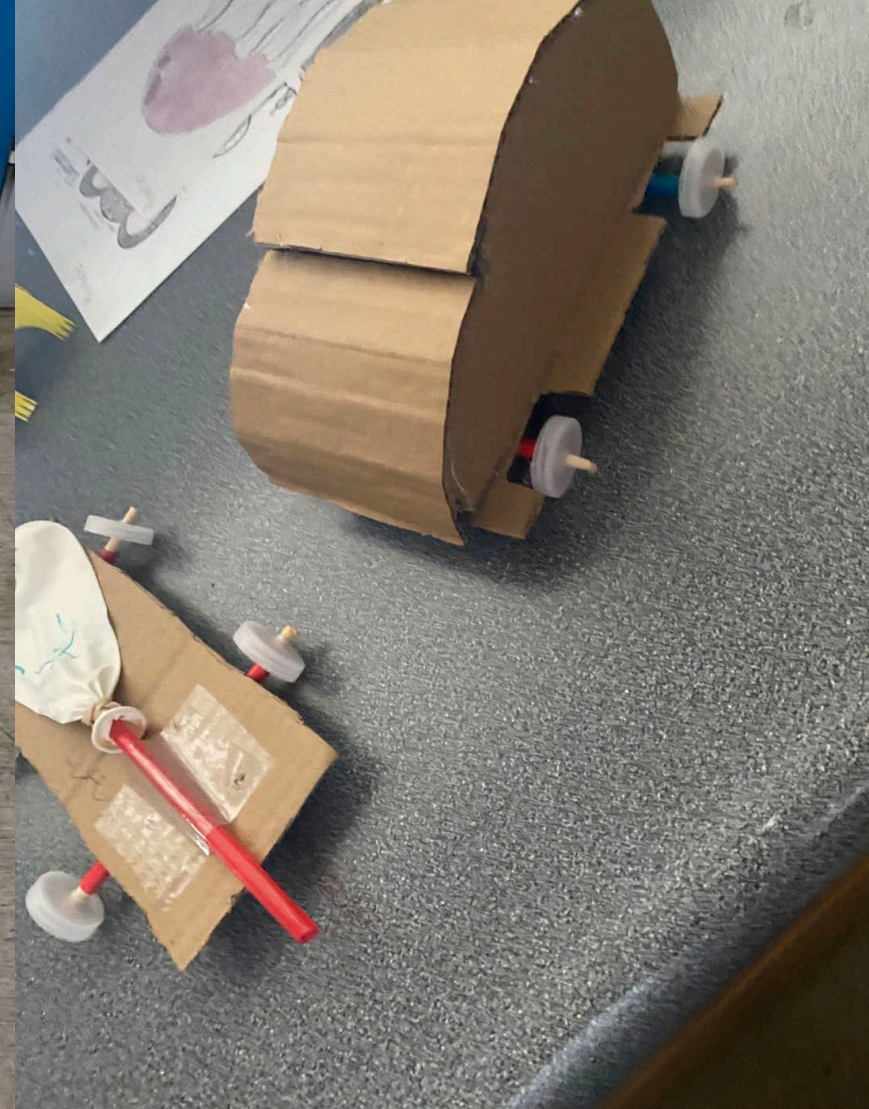


Boys & Girls Clubs of Chaves & Lincoln Counties Ruidoso Club – Summer 2025 Report

Building Great Futures Every Day



During sports week, the kids made their own racing signs and had egg races to see who could get their eggs safely to the other side.

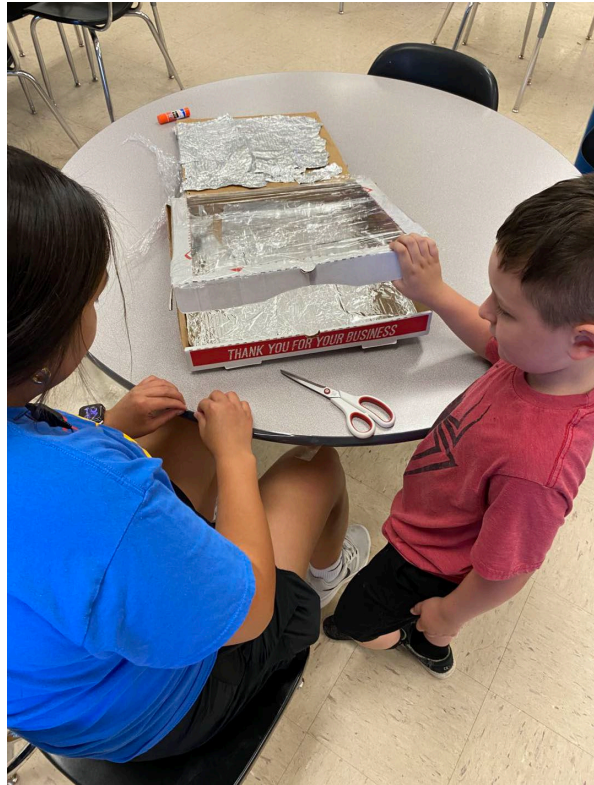


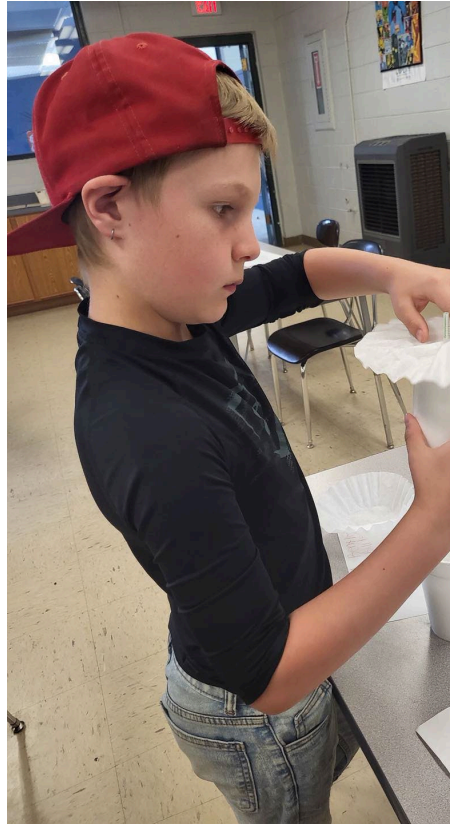
During STEM week, the kids made their own
balloon powered cars



Making Volcanos with baking soda, vinegar and food coloring

Making smores with solar ovens is always a hit!





The annual egg drop contest where kids make a container to try and keep their eggs safe while they are dropped off the roof.



Spending time at the park

- The kids took multiple trips this summer to the park enjoying the fresh air and the beautiful scenery while.





Water Days

No summer is complete without some water being included!



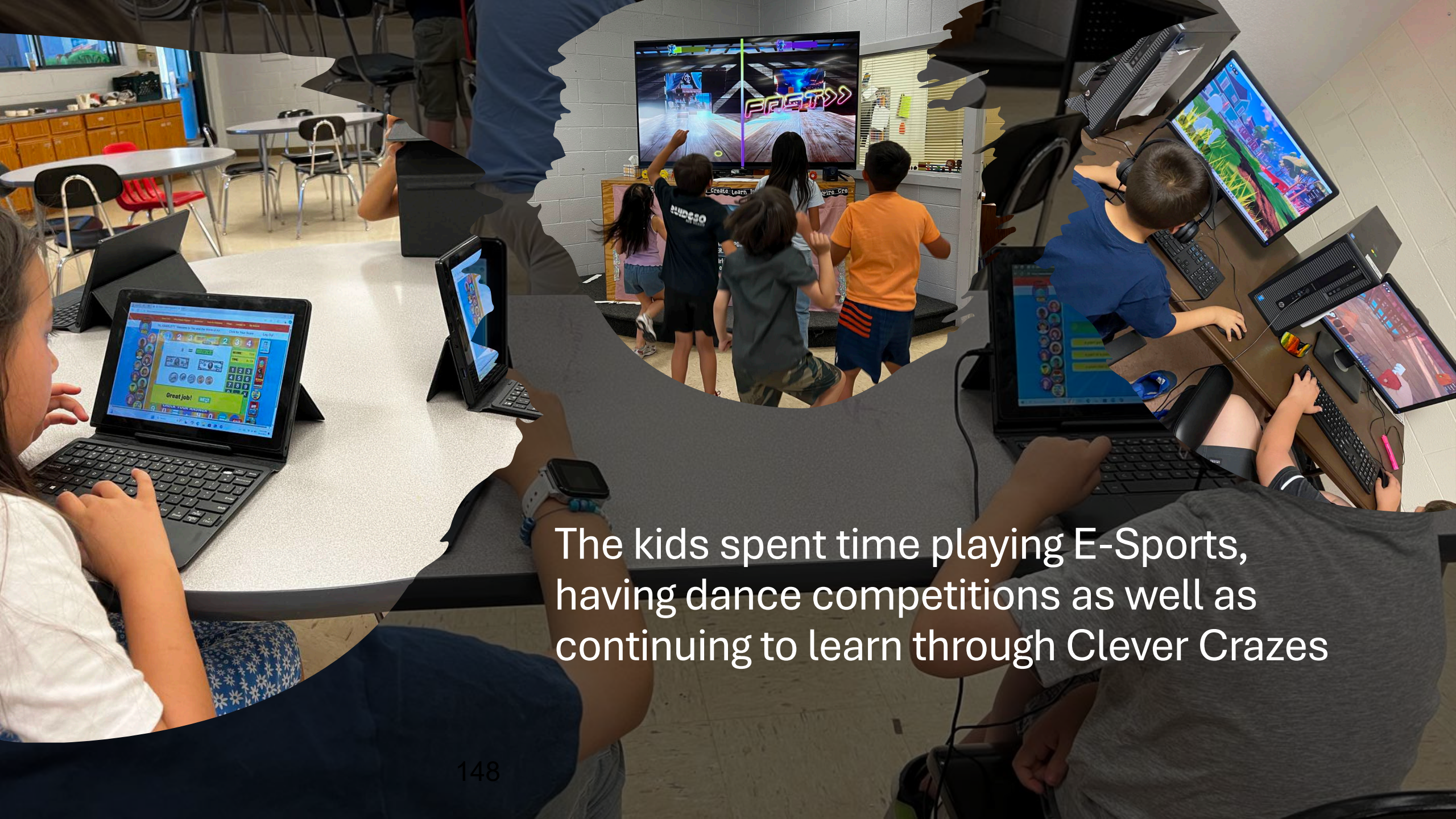
Spending time in the garden learning how to grow fruits and vegetables



Persis came by the Club to spend some time with the kids and bring them coloring books. She is a comfort dog



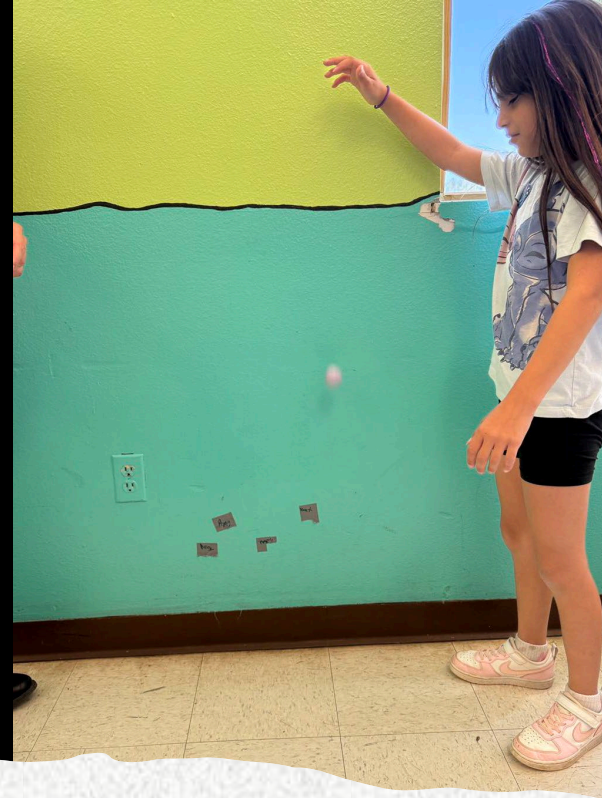
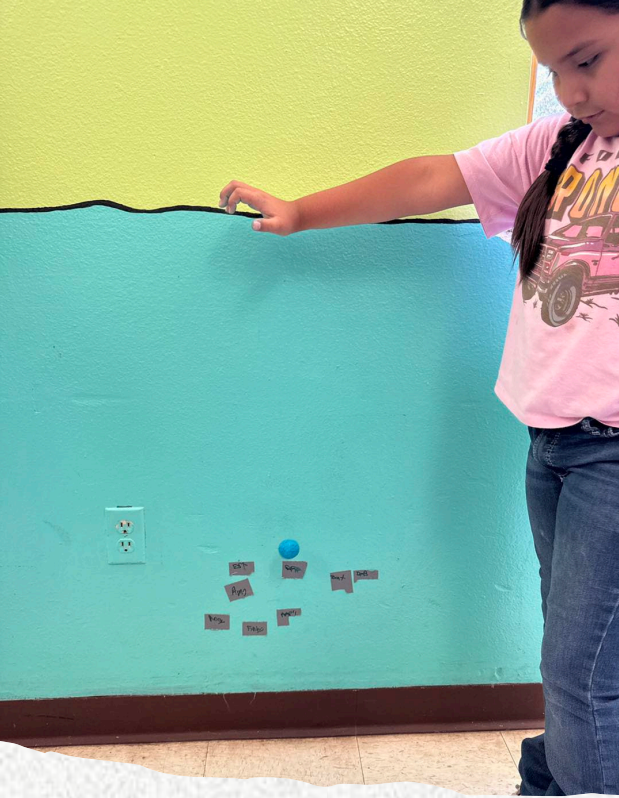
Art projects from making dinosaur masks to vision boards about what the kids wanted to be and see when they grow up. The kids also learned about jelly fish before creating their own designs.



The kids spent time playing E-Sports, having dance competitions as well as continuing to learn through Clever Crazes



Literacy is a staple during the summer

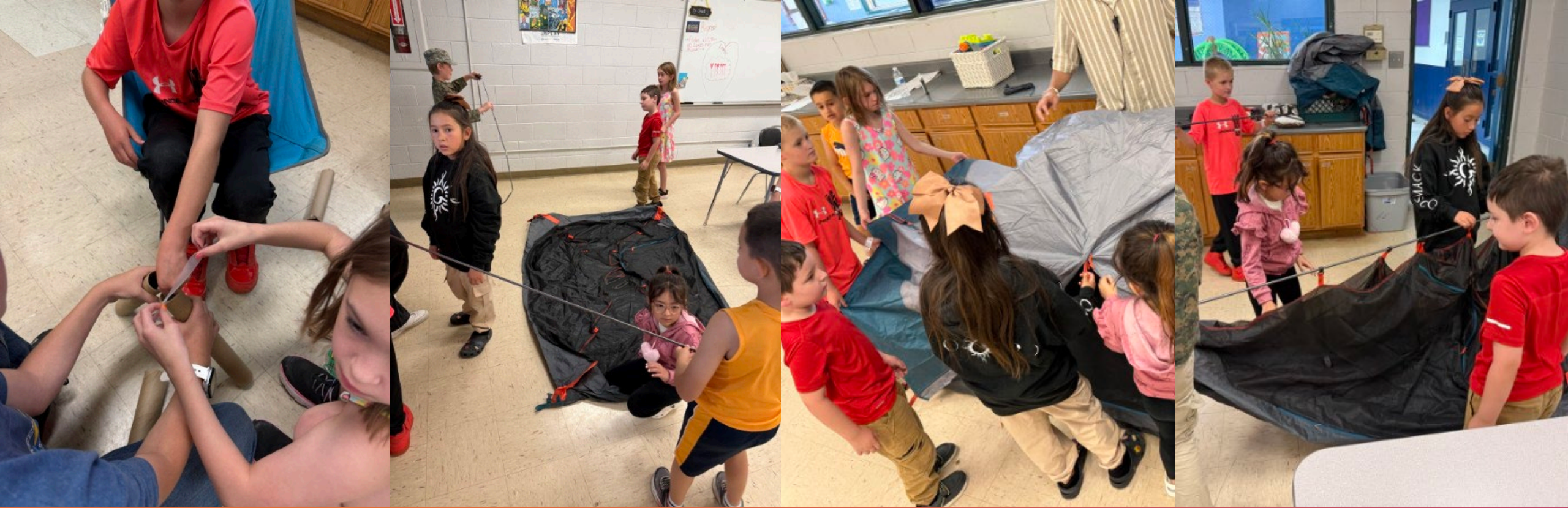


The kids made their own bouncy balls while experimenting with how much glue and baking powder was needed to make them bounce the highest. Afterwards they had a contest to see who's ball went the highest



The kids always love
time in the kitchen





During the last week, the kids learned how to put together a tent

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 3.

To: Mayor Crawford and Councilors

Presenter(s): Michael Martinez, Deputy Village Manager

Meeting Date: September 9, 2025

Re: Update on FEMA Funding Obligated Projects

Item Summary:

Update on FEMA Funding Obligated Projects

Financial Impact:

None

Item Discussion:

Update on FEMA Funding Obligated Projects

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 4.

To: Mayor Crawford and Councilors

Presenter(s): Alex Koenig, Community Development Director
Bobby Simpson, Code Enforcement Officer

Meeting Date: September 9, 2025

Re: Update on Clean and Lien Properties

Item Summary:

Update on Clean and Lien Properties

Financial Impact:

None

Item Discussion:

Update on Clean and Lien Properties

Recommendations:

None

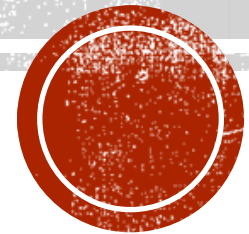
ATTACHMENTS:

Description

Presentation

SEPTEMBER 2025

Abatement Update



205 SWALLOW

- Village Staff is working with new owners to bring property into compliance.



116 NOGAL

- Property ownership has transferred.
- Code Enforcement has sent letter to gain compliance for high weeds and vacant structure.



109 S. HICKORY

- Structure Fire on November 12, 2023
- Submitted to Court
- Owner wanting to salvage a portion of the structure; however, progress delayed due to death in owner's family



154 SPRUCE

- Property was previously boarded and secured; however, found open on 6/9/25.
- Structure cleared by Code officers.
- Roof has collapsed and portions of the floors are collapsed.
- Vacant Building Permit required.



103 DEL MAR

- Permit for addition issued in April 2024.
- Red Tag issued for safety concerns.
- Corrections to plans have been made.
- Continued monitoring and follow-up by Village Staff for compliance.



202 BRADY CANYON

- Vacant and Secured
- No Vacant Building Permit
- Property located in Flood Hazard Area



616 SUDDERTH

- Some progress, but also some backsliding.
- Code Enforcement is using standard procedures to bring into compliance.
- Property owner and tenant are in contact and willing to work with Code Enforcement.
- Village Staff will continue to monitor property for continued compliance.



210 BARCUS

- Damaged by Structure Fire
- Vacant Building Permit issued
- Staff will continue to monitor



205 SPRING

- Former Boy Scout Property
- Previous owner deceased.
- Property has gone through probate and awaiting paperwork.
- Code Enforcement is working with new owners and their contractors to bring property into compliance.
- Property is secured.



AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 5.

To: Mayor Crawford and Councilors

Presenter(s): Constance Tucker, Water Resource Director
Jaquelyne Pena, Water Resource Manager

Meeting Date: September 9, 2025

Re: Update on Lead and Copper Rule Revisions

Item Summary:

Update on Lead and Copper Rule

Financial Impact:

None

Item Discussion:

Update on Lead and Copper Rule

Recommendations:

None

ATTACHMENTS:

Description

Presentation

Ruidoso Lead and Copper Project



Revised Lead and Copper Rule

The United States Environmental Protection Agency (EPA) set the effective date of the revised Lead and Copper Rule on December 16, 2021. Updates to the Lead and Copper Rule include:

- Municipalities must have a sampling plan to check water at any elementary school or childcare facility
- A service line inventory must be in place that notes if there is any lead or galvanized metal coming into contact with the water system. This inventory must include the Village's water service line to the meter as well as the customer's side service line.

Deadlines

- October 16th 2025 – Deadline for Notices by Mail
- November 1st 2027 – Deadline for Baseline Inventory and to Start Service Line Replacement Program
- November 1st 2037 – Deadline for Service Line Replacement Completion

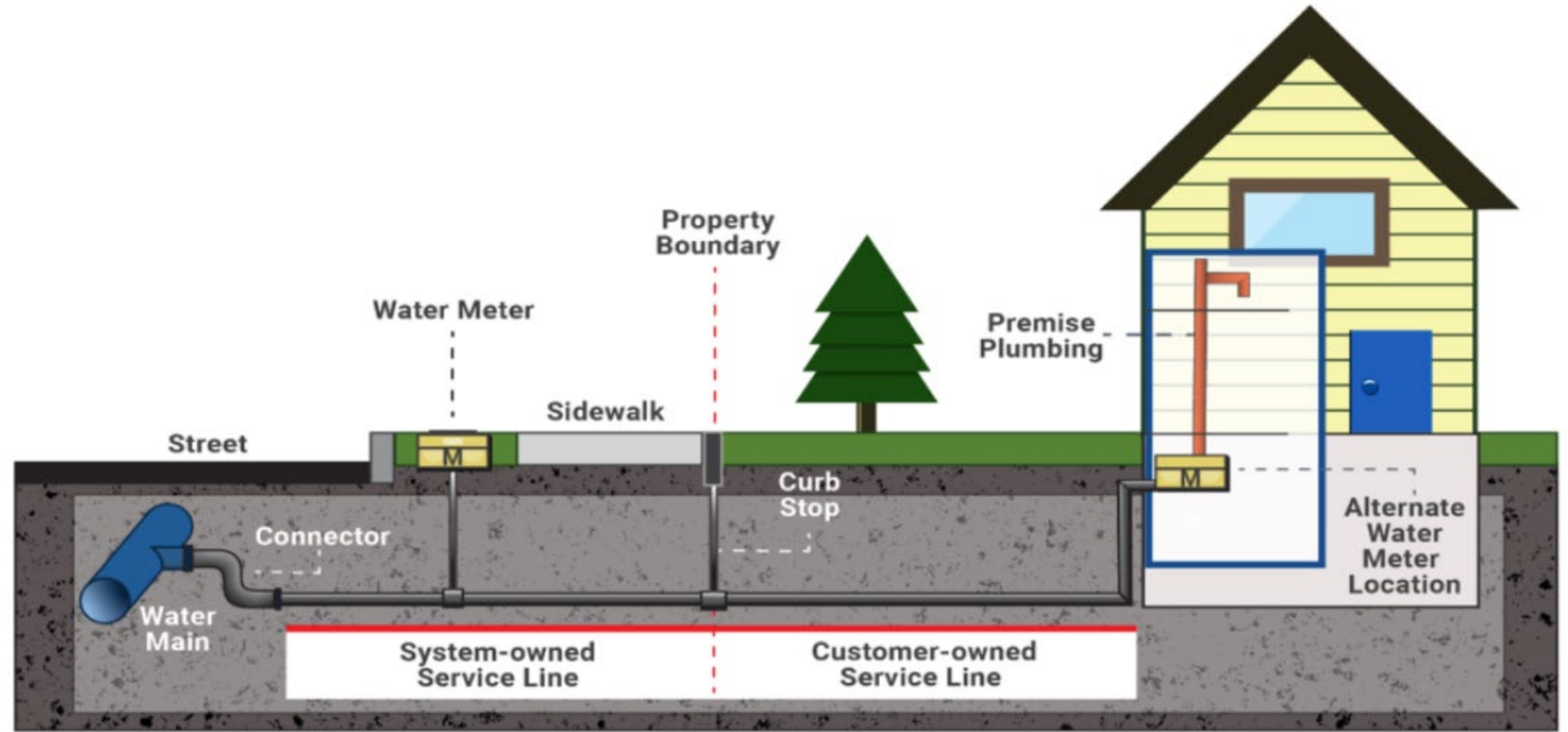
Schools and Daycares

- Water Production currently collects and tests water samples at 30 different sites across town for lead levels.
- Currently working to implement sampling and testing plan for 9 different schools and daycares across town.

Lead Service Line Inventory

- Completed Map
- Unknowns/Negatives/Positives
- Mailing List
- SWIFT Submittals
- FEMA Projects

Unknown	6024
Galvanized	374
Negative	135



Currently working with Souder Miller to establish a water line testing routine for Unknown properties.

Funding Opportunities

- Drinking Water State Revolving Fund is the main funding program for Lead and Copper Service Line Replacements
 - Funded through the EPA, Infrastructure Investment and Jobs Law, and the New Mexico Finance Authority.
 - Loan Fund
- Water Infrastructure Improvements for the Nation Act is another potential funding source depending on application year
 - Funding for Lead and Copper projects occurs on a revolving year basis

**WATER INFRASTRUCTURE
IMPROVEMENTS FOR
THE NATION (WIIN) ACT**

173



Thank You



AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 6.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director

Meeting Date: September 9, 2025

Re: Update on Hesco Barrier Placement Project

Item Summary:

Update on Hesco Barrier Placement Project

Financial Impact:

None

Item Discussion:

Update on Hesco Barrier Placement Project

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Village Manager Report - 7.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: September 9, 2025

Re: Update on Sierra Blanca Regional Airport Projects

Item Summary:

Update on Sierra Blanca Regional Airport Projects

Financial Impact:

None

Item Discussion:

Update on Sierra Blanca Regional Airport Projects

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

Public Hearings - 1.

To: Mayor Crawford and Councilors

Presenter(s): Jini S. Turri, Village Clerk

Meeting Date: September 9, 2025

Re: Public Hearing for Consideration of a Restaurant B -Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service for Grill Caliente located at 2800 Sudderth Dr., Ruidoso, New Mexico.

Item Summary:

Public Hearing for Consideration of a Restaurant B -Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service for Grill Caliente located at 2800 Sudderth Dr., Ruidoso, New Mexico.

Financial Impact:

There will be a positive impact of \$250.00 a year for renewals.

Item Discussion:

A Public Hearing for September 9, 2025, for Consideration of a Restaurant B -Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service for Grill Caliente located at 2800 Sudderth Dr., Ruidoso, New Mexico.

Recommendations:

To Approve Restaurant B -Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service for Grill Caliente located at 2800 Sudderth Dr., Ruidoso, New Mexico.

ATTACHMENTS:

Description

Liquor License Application - Grill Caliente

July 15, 2025

Certified Mail No.: 7021 2720 0001 2204 5685

Village of Ruidoso

Jini S. Turri, Village Clerk
313 Cree Meadows Rd.
Ruidoso, NM 88345

Lic. No. /Appl. No.: BLA-0000009922
Name of Applicant: Grill Caliente, LLC
Doing Business As: Grill Caliente
Proposed Location: 2800 Sudderth Drive, Ruidoso, New Mexico 88345

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

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

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

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

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

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

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

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

ABC has no preference in the option you choose.

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

THE APPLICANT IS SEEKING RESTAURANT B – BEER, WINE AND SPIRITS LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY WITH PATIO SERVICE

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

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

Respectfully,



Charmaine Martinez

Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 795-4942 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

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



Alcoholic Beverage Control Division
Restaurant B Intake Application
Application Number: BLA-0000009922



Business Information

Business Information

Business Name: Grill Caliente LLC
Business Structure: Limited Liability Company
State Tax ID Number: XX-XXXXX8-00-7
Business Email: grillcalientenm@gmail.com

Type of Business: Alcohol
FEIN: XX-XXX3101

Business Phone: 5756300224

Contact Person Information

Contact Person Name: Kendal Trujillo
Contact Person Email: krbuser1@aol.com

Contact Person Phone: 5756391710

Business Mailing Address

Mailing Street: 2800 Sudderth Dr
Mailing State: NM
Mailing Country: US

Mailing City: RUIDOSO
Mailing Zip Code: 88345

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

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

Signature of City/County Official: _____ Title: _____

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

Signed by Director: _____ Date: _____



Alcoholic Beverage Control Division
Restaurant B Intake Application
Application Number: BLA-0000009922



Premises Information

Premises DBA

Premises Doing Business As (DBA): GRILL CALIENTE

Proposed Premises Physical Address

Physical Street: 2800 SUDDERTH DRIVE

Physical City: Ruidoso

Physical Zip Code: 88345

Physical State: New Mexico

Physical County: Lincoln

Local Option District: Ruidoso

"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant

The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Specify Owner(s) of the land and building: Gerard D Blitz on behalf of Ski Techniques Inc

Specify Date and Terms of Lease/Operating Agreement: Date 03/31/2025, Terms of Lease for premises at 2800 Sudderth Dr Ruidoso, NM 88345 for April 1, 2025-March 31, 2026- \$4584/month and April 1, 2026-March 31, 2027 at \$4800/month with 4 renewal options at 2 years each

Zoning

Is the proposed premises location zoned? Yes

You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.

Specify the zone for proposed premises location (example C-1): C-2

Distance from nearest School

Name of School: Ruidoso High School

School Street: 125 Warrior Drive

School City: Ruidoso

School State: New Mexico

School Zip Code: 88345

School Country: United States

School Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: Gateway Church

Church Street: 415 Sudderth Drive

Church City: Ruidoso

Church State: New Mexico

Church Zip Code: 88345

Church Country: United States

Church Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.



Alcoholic Beverage Control Division
Restaurant B Intake Application
Application Number: BLA-0000009922



Premises Information 2

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

- ☐ A license has never been issued to the location of the proposed premises.
- ☐ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
- ☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
- ☒ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Please provide more details for the option selected in above question?

You can specify more details such as license has become expired non-renewable, business ownership has changed, planning to extend operations of existing premises or planning to buy premises etc.

Business ownership is changing from Modern Entertaining, LLC DBA Grill Caliente to Grill Caliente LLC

Licenses at Proposed Premises

Please specify the active New Mexico licenses currently held by the proposed premises.

If you need to view, edit, or delete any records, click the down arrow under action for that specific record.

License Number: 000799

License Type: Restaurant

Questions

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



Alcoholic Beverage Control Division
Restaurant B Intake Application
Application Number: BLA-0000009922



Payment

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

Attestation/Oath

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

Attestation Signature: Kendal Trujillo on behalf of Grill Caliente LLC Date: 05/02/2025

AGENDA MEMORANDUM

Village of Ruidoso

Public Hearings - 2.

To: Mayor Crawford and Councilors

Presenter(s): Jini S. Turri, Village Clerk

Meeting Date: September 9, 2025

Re: Public Hearing for Consideration of a Small Brewer Off-Site Location Liquor License for Lost Hiker Brewing Company located at 2356 Sudderth Dr., Ruidoso, New Mexico.

Item Summary:

Public Hearing for Consideration of a Small Brewer Off-Site Location Liquor License for Lost Hiker Brewing Company located at 2356 Sudderth Dr., Ruidoso, New Mexico.

Financial Impact:

There will be a positive impact of \$250.00 a year for renewals.

Item Discussion:

A Small Brewer Off-Site Location Liquor License for Lost Hiker Brewing Company located at 2356 Sudderth Dr., Ruidoso, New Mexico.

Recommendations:

To Approve Small Brewer Off-Site Location Liquor License for Lost Hiker Brewing Company located at 2356 Sudderth Dr., Ruidoso, New Mexico.

ATTACHMENTS:

Description

Liquor License Application - Lost Hiker

July 29, 2025

USPS Certified Mail No.: 7021 2720 0001 2205 0009

7021 2720 0001 2205 0009

Village of Ruidoso

Attn: Jini S. Turri, Village Clerk

313 Cree Meadows Dr.

Ruidoso, NM 88355

License No. Appl. No.:	Application #BLA-9216
Name of Applicant:	LH Brewing, LLC
Doing Business As:	Lost Hiker Brewing Co.
Proposed Location:	2536 Sudderth, Ruidoso, NM 88345

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

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

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

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

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

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

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



ABC has no preference in the option you choose.

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

The Applicant is seeking a SMALL BREWER OFF-SITE LOCATION Liquor License.

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

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

Respectfully,

Tammy M. Sandoval

Tammy M. Sandoval

Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4548 | Fax: (505) 476-4595
Email: Tammy.Sandoval@rld.nm.gov

Enclosures:

1. Original Application (*Page 1 must be signed and returned LOD Approval Letter and both Notices of Publication*)
2. Copy of the Zoning Statement





Alcoholic Beverage Control Division
Small Brewer Off-Site Intake Application
Application Number: BLA-0000009216



Business Information

Business Information

Business Name: LH Brewing, LLC
Business Structure: Limited Liability Company
State Tax ID Number: XX-XXXXXX5-00-6
Business Email: steve.swangstu@losthikerbrewing.com

Type of Business: Alcohol
FEIN: XX-XXX7425
Business Phone: 5754549258

Contact Person Information

Contact Person Name: Steve Swangstu
Contact Person Email: steve.swangstu@losthikerbrewing.com

Contact Person Phone: 5754549258

Business Mailing Address

Mailing Street: 113 Grindstone Canyon Road
Mailing State: NM
Mailing Country: US

Mailing City: Ruidoso
Mailing Zip Code: 88345

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

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

Signature of City/County Official: _____ Title: _____

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

Signed by Director: _____ Date: _____



Alcoholic Beverage Control Division
Small Brewer Off-Site Intake Application
Application Number: BLA-0000009216



Premises Information

Premises DBA

Premises Doing Business As (DBA): LOST HIKER BREWING CO.

Proposed Premises Physical Address

Physical Street: 2536 Sudderth

Physical Zip Code: 88345

Physical County: Lincoln

Local Option District: Ruidoso

Physical City: Ruidoso

Physical State: New Mexico

"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Other

The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Other (provide details): In accordance with the purchase agreement, LH Brewing LLC will assume the lease currently held by Lost Hiker Brewing Co

Specify Owner(s) of the land and building: Jenny

Specify Date and Terms of Lease/Operating Agreement: No lease has been signed yet.

Zoning

Is the proposed premises location zoned? Yes

You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.

Specify the zone for proposed premises location (example C-1): C-1

Distance from nearest School

Name of School: .Region Nine Education Cooperative

School City: .Ruidoso

School Zip Code: 88345

School Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

School Street: 2002 Sudderth

School State: New Mexico

School Country: United States

Distance from nearest Church

Name of Church: River Crossing Ministries

Church City: Ruidoso

Church Zip Code: 88345

Church Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Church Street: 1950 Sudderth

Church State: New Mexico

Church Country: United States



Alcoholic Beverage Control Division
Small Brewer Off-Site Intake Application
Application Number: BLA-0000009216



Premises Information 2

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

- ☐ A license has never been issued to the location of the proposed premises.
- ☐ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
- ☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
- ☒ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Please provide more details for the option selected in above question?

You can specify more details such as license has become expired non-renewable, business ownership has changed, planning to extend operations of existing premises or planning to buy premises etc.

Our business is in the process of purchasing the business that is currently operating at the proposed location.

Licenses at Proposed Premises

Please specify the active New Mexico licenses currently held by the proposed premises.

If you need to view, edit, or delete any records, click the down arrow under action for that specific record.

License Number: 69063

License Type: Small Brewer

Questions

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



Alcoholic Beverage Control Division
Small Brewer Off-Site Intake Application
Application Number: BLA-0000009216



Payment

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

Attestation/Oath

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

Attestation Signature: Steven Swangstu

Date: 04/08/2025

AGENDA MEMORANDUM

Village of Ruidoso

Public Hearings - 3.

To: Mayor Crawford and Councilors

Presenter(s): Cade Hall, Fire Chief
Judi Starkovich, finance Director

Meeting Date: September 9, 2025

Re: Public Hearing for Adoption of Ordinance 2025-05, an Ordinance Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement by and Between the Village of Ruidoso and the New Mexico Finance Authority in the Amount of \$1,502,424.00, Together with Interest Thereon for the Purpose of Purchasing Two Class A Pumper Fire Trucks and Authorizing the Taking of Actions in Connection with the Execution and Delivery of the Loan Agreement and Intercept Agreement.

Item Summary:

Public Hearing for Adoption of Ordinance 2025-05, an Ordinance Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement by and Between the Village of Ruidoso and the New Mexico Finance Authority in the Amount of \$1,502,424.00, Together with Interest Thereon for the Purpose of Purchasing Two Class A Pumper Fire Trucks and Authorizing the Taking of Actions in Connection with the Execution and Delivery of the Loan Agreement and Intercept Agreement.

Financial Impact:

In addition to the loan, the Village will be required to pay \$200,000 to purchase the trucks. Funds are currently included in the cash reserve of the Fire Special Revenue Fund (Fund #209).

Item Discussion:

A Public Hearing for September 9, 2025, for Consideration of Ordinance 2025-05, an Ordinance Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement by and Between the Village of Ruidoso and the New Mexico Finance Authority in the Amount of \$1,502,424.00, Together With Interest thereon for the Purpose of Purchasing Two Class A Pumper Fire Trucks and Authorizing the Taking of Actions in Connection with the Execution and Delivery of the Loan Agreement and Intercept Agreement

Recommendations:

To Approve Adoption of Ordinance 2025-05, an Ordinance Authorizing the Execution and Delivery

of a Loan Agreement and Intercept Agreement by and Between the Village of Ruidoso and the New Mexico Finance Authority in the Amount of \$1,502,424.00, Together with Interest Thereon for the Purpose of Purchasing Two Class A Pumper Fire Trucks and Authorizing the Taking of Actions in Connection with the Execution and Delivery of the Loan Agreement and Intercept Agreement.

ATTACHMENTS:

Description

Notice of Hearing

VILLAGE OF RUIDOSO, NEW MEXICO
NOTICE OF MEETING AND INTENT TO ADOPT ORDINANCE

The Village of Ruidoso, New Mexico, hereby gives notice of a regular Village Council meeting on Tuesday, September 9, 2025 at 1:00 p.m., at the Village Hall, 313 Cree Meadows Drive, Ruidoso, New Mexico 88345. At such meeting the Village Council will hold a public hearing concerning and will consider for adoption the Ordinance described below. A complete copy of the proposed Ordinance is available for public inspection during the normal and regular business hours of the Village Clerk, 313 Cree Meadows Drive, Ruidoso, New Mexico 88345.

The title of the proposed Ordinance is:

VILLAGE OF RUIDOSO, NEW MEXICO
ORDINANCE NO. 2025-05

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE VILLAGE OF RUIDOSO, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$1,502,424 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING TWO CLASS A PUMPER FIRE TRUCKS FOR THE VILLAGE OF RUIDOSO; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This Notice constitutes compliance with Section 3-17-3, NMSA 1978, as amended.

Jini S. Turri, Village Clerk
Village of Ruidoso, New Mexico

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 1.

To: Mayor Crawford and Councilors

Presenter(s): Jerry Parsons, Solid Waste Manager

Meeting Date: September 9, 2025

Re: Discussion and Possible Action on Purchase of Four (4) 2026 Ram 3500 Tradesman Regular Cab Trucks from Melloy CJDR for the Solid Waste Department Utilizing New Mexico State Price Agreement 40-00000-24-00068 in the Amount of \$302.656.00.

Item Summary:

Discussion and Possible Action on Purchase of Four (4) 2026 Ram 3500 Tradesman Regular Cab Trucks from Melloy CJDR for the Solid Waste Department Utilizing New Mexico State Price Agreement 40-00000-24-00068 in the Amount of \$302.656.00.

Financial Impact:

The purchase is currently budgeted in the Solid Waste Enterprise Fund's Capital Outlay - Equipment/Vehicles line item (522-200-53001) in the amount of \$302,656.00.

Item Discussion:

The Solid Waste Department utilizes flatbed trucks within the Village limits to collect large items, help clean up illegal dumps, relieve dumpsters, clean up bear messes from the side of the roads and sometimes to move/upright or relocate/transport dumpsters. We will keep the Duramax trucks to be used as back-ups. The Duramax trucks are diesel and diesel trucks really are not built for the constant stopping that the bear mess guys do.

Recommendations:

To Approve Purchase of Four (4) 2026 Ram 3500 Tradesman Regular Cab Trucks from Melloy CJDR for the Solid Waste Department Utilizing New Mexico State Price Agreement 40-00000-24-00068 in the Amount of \$302.656.00.

ATTACHMENTS:

Description

QUOTE

SINCE 1952



FLEET

August 11, 2025

Village of Ruidoso

New Mexico State Price Agreement: 40-00000-24-00068

Item #1 – Pickup, 1 Ton, ICE (Gas) Powered, Reg Cab, 4WD

2026 Ram 3500 Tradesman Regular Cab, 4WD, White

MSRP	\$52,920.00
Less 11% Discount per Contract	(\$5,821.00)
Options – Cloth 40/20/40 Split Bench	\$295.00
Tradesman Level 1 Equipment Group	\$2,595.00
2 Additional Key Fobs	\$275.00
Rear Backup Alarm	\$145.00
Full Size Spare Tire	\$395.00
Engine Block Heater	\$95.00
All Terrain Tires	STD
4:10 Axle Ratio	STD
Special Service Vehicle Group	INCL
9' Platform Body with Underbody	
Hoist with Headboard and Tool	
Boxes	
1600 lb Liftgate with Hydraulic Cyl.	
LED Lightbar	
Ranch Hand Bumper with 15K Winch	\$26,268.00
Total Options	\$30,068.00
Less 5% Discount per Contract	(\$1,503.00)
Total	\$75,664.00

Total	\$75,664.00
Quantity	x4
Total for Quantity	\$302,656.00

Karen Sluga
Melloy Auto Group
Fleet/Government Sales
karen@melloyfleet.com

Please make PO to:
Melloy CJDR
357 Emilio Lopez Rd
Los Lunas, NM 87031

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 2.

To: Mayor Crawford and Councilors

Presenter(s): Jerry Parsons, Solid Waste Manager

Meeting Date: September 9, 2025

Re: Discussion and Possible Action on the Purchase of Two (2) 2024 Peterbilt Model 520 Refuse Trucks from Hunter Truck Sales for the Solid Waste Department Utilizing Sourcewell Contract #032824-PMC in the Amount of \$443,400.00.

Item Summary:

Discussion and Possible Action on the Purchase of Two (2) 2024 Peterbilt Model 520 Refuse Trucks from Hunter Truck Sales for the Solid Waste Department Utilizing Sourcewell Contract #032824-PMC in the Amount of \$443,400.00.

Financial Impact:

The purchase is currently budgeted in the Solid Waste Enterprise Fund's Capital Outlay - Equipment/Vehicles line item (522-200-53001) in the total amount of \$443,400.

Item Discussion:

The Solid Waste Department utilizes refuse trucks within the Village limits to collect refuse from dumpsters.

Parts for the current inventory of refuse trucks are becoming harder to obtain due to the age of the trucks, time it takes to receive parts ordered, and parts becoming obsolete.

Recommendations:

To Approve Purchase of Two (2) 2024 Peterbilt Model 520 Refuse Trucks from Hunter Truck Sales for the Solid Waste Department Utilizing Sourcewell Contract #032824-PMC in the Amount of \$443,400.00.

ATTACHMENTS:

Description

Quote



The Hunter Family of Companies

www.HunterTruckSales.com

5/06/25

To:

Jerry Parsons

Ruidoso, NM

Phone 575-257-7502

We are pleased to offer under Sourcewell pricing

Peterbilt Motors Company Contract #032824-PMC the following 2024 Peterbilt Model 520

	\$278,730
Sourcewell discount of 25%	(\$69,682.50)
Total chassis discount price	\$209,047.50
Peterbilt and Allison warranty	\$3,053
Document Fee	\$398
Floorplan Interest	\$9201.5
Total chassis price	\$221,700

PETERBILT CLASS 8 STANDARD COVERAGE

1 YEAR/100,000 MILES

VIN 3BPDLK0X9RF119309

5 YEARS/200,000 MILES ENGINE

PACCAR MX-11/13 PREM AFTERTRTMT

5 YEARS/200,000 MILES

1 YR BASE VEHICLE TOWING - U.S.

Allison 5 year transmission warranty

EMISSIONS (CARB SURCHARGE)

5YR/350K MI - MX Engine < 460HP

GSP MARKETING

322 Lavansville Road - - Somerset, PA 15501

Phone: 304-280-8761 - Fax: 814-443-4966 - Email: russpalmer@g-sproducts

SOURCEWELL

Date Quote #

04/30/25 RMGMQ4017

E Mail:

Sold To: HUNTER TRUCK SALES Ship To: HUNTERS/RUIDOSO NM #2

KEITH JERRY PARSONS

Email: khough@huntertrucksales.com

Phone: Phone: 575-257-1502

Fax: Fax:

SPECIAL HEIGHT REQUIRMENT ON LIFT TO ACCOMODATE SPECIALIZED
CONTAINERS PER LAST TRUCK



Hunter Truck Sales & Service, Inc. | 100 Hunter's Way | Smithfield, PA 15478
PHONE: 724-564-4220 724-564-4291 TOLL FREE: 800-257-8782



The Hunter Family of Companies

www.HunterTruckSales.com

LOWER LIFT TO 8" ABOVE GROUND LEVEL

TERMS:

PAYMENT ON DELIVERY Administrator P.O. # F.O.B.

SOMERSET, PA. Russ Palmer

\$153,054.08 \$153,054.081 (2025) CLE-8133 33 CU YD E/P/T CONTAINER LOADER.
8.2 CU YD TAILGATE.

CLASS 8 TANDEM. 186" CT. 66"+AF.

\$945.000 HYDRAULIC TANK HEATER

\$2,041.000 HOPPER SAFETY LADDER WITH ACCESS STREET SIDE DOOR INTO
HOPPER

\$0.00 LIFT CURB SIDE BODY WHITE

\$1,021.00 PETERSON SMART LIGHT PACKAGE (4) REAR (2) FRONT IN CAB

\$2,160.00 \$SEPERATE BOX MOUNTED AT BATT BOX WITH FUSES AND SWITCHS
FOR

ALL OUTSIDE LIGHTS

\$0.00 HOPPER WORK LIGHTS (STANDARD) WITH SEPARATE SWITCH

\$0.00 2 WORK LIGHT ON EACH SIDE OF MASK? WITH SEPARTATE SWITCH

\$0.00 (2) REAR ALLEY LIGHTS MOUNTED BASE OF TAILGATE

\$0.00 1 WORKLIGHT BY LADDER

\$0.00 1 WORKLIGHT ON TOP OF BODY TO SEE WHEN CAN IS RAISED

\$0.00 1 WORKLIGHT BACK OF CAB

\$0.00 SEPERATE FUSE BOX FOR ALL LIGHT ON BODY AND NO MORE THAN 2
LIGHTS ON EACH FUSE AND SWITCH

\$0.00 WIRE FOR A SEPARATE FUSE BOX, TO BE RUN OFF BATTERY SWITCH
WITH 80 AMP RESET BREAKER IN BATT BOX

\$2,823.00 QUAD CAMERA SYSTEM BY PROVISION QUAD MONITOR TAILGATE,
LEFT

MIRROR, HOPPER AND REAR HOOK

\$0.00 2 FRONT TOW HOOKS ALREADY ON CHASSIS

\$467.00 2 REAR TOW HOOKS

\$0.00 \$0.001 CHANGE ALUMINUM WHEELS TO WHITE PAINTED STEEL DISC

\$3.50 \$5,925.501,693 TRUCK DELIVERY (DIESEL ONLY) FOR \$3.50 PER MILE TO
RUIDOSO NM

\$168,436.58 for the body and delivery

Total for the chassis, warranty, and body is \$390,136.58

Thank you,

Keith Hough direct phone 412-582-0555



Hunter Truck Sales & Service, Inc. | 100 Hunter's Way | Smithfield, PA 15478
PHONE: 724-564-4199 FAX: 724-564-4291 TOLL FREE: 800-257-8782



The Hunter Family of Companies

www.HunterTruckSales.com



Hunter Truck Sales & Service, Inc. | 100 Hunter's Way | Smithfield, PA 15478
PHONE: 724-564-4292 FAX: 724-564-4291 TOLL FREE: 800-257-8782

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 3.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: September 9, 2025

Re: Discussion and Possible Action on Award to Bixby Electric Inc., for Airfield Electrical Vault and Equipment, Precision Approach Path Indicator (PAPI-4) System, and Runway 6-24 LED Lighting and Signage at the Sierra Blanca Regional Airport in the Amount of \$1,421,665.43 Including NMGR.

Item Summary:

Discussion and Possible Action on Award to Bixby Electric Inc., for Airfield Electrical Vault and Equipment, Precision Approach Path Indicator (PAPI-4) System, and Runway 6-24 LED Lighting and Signage at the Sierra Blanca Regional Airport in the Amount of \$1,421,665.43 Including NMGR.

Financial Impact:

The cost of the contract is \$1,421,665.43 and will be paid by a grant with the Federal Aviation Division paying 95% (\$1,350,582.16), State Aviation will pay 4% (\$56,866.54), and the Village will pay 1% (\$14,216.65). The grant is budgeted in the Airport Enterprise Fund's Capital Outlay - Projects line item (503-170-53006) in the amount of \$1,640,200.00.

Item Discussion:

Bids were received for the above referenced project on August 11, 2025, one bid was received from Bixby Electric, Inc. A great deal of effort was put forth to attract bidders to this project. The advertisement for bids for the project was published for two weeks prior to the bid opening. A pre-bid conference was held onsite to answer questions and show the project to the potential bidders.

Lockner's recommendation is to award Schedule I to Bixby Electric, Inc. for a total contract amount of \$ including NMGR) upon receiving concurrence from the Village of Ruidoso and pending availability of funds from the FAA.

AIP No. 3-35-0052-033-2025 | AIG No. 3-35-0052-034-2025 | Lochner Project No. 24231

Recommendations:

To Approve Award to Bixby Electric Inc., for Airfield Electrical Vault and Equipment, Precision Approach Path Indicator (PAPI-4) System, and Runway 6-24 LED Lighting and Signage at the

Sierra Blanca Regional Airport in the Amount of \$1,421,665.43 Including NMGRT.

ATTACHMENTS:

Description

AWARD RECOMMENDATION

AIG GRANT

AIP GRANT

August 27, 2025

Lee Baker
313 Cree Meadows Dr.
Ruidoso, New Mexico 88345-6938

RE: Award Recommendation Letter (REVISED Per FAA Request (attached))
Sierra Blanca Regional Airport (SRR)
Schedule I – Airfield Electrical Vault & Equipment
Precision Approach Path Indicator (PAPI-4) System
Runway 6-24 LED Lighting & Signage
Schedule II – Taxiway A Retroreflectors (Removed from project per FAA Request (attached))

AIP No. 3-35-0052-033-2025 | AIG No. 3-35-0052-034-2025 | Lochner Project No. 24231

Dear Mr. Baker:

Bids were received for the above referenced project on August 11, 2025, one (1) bid was received and are shown in the attached bid tabulation.

The bids were reviewed for math errors, bid bonds, and other items of responsiveness. The bids appear to be responsive. A general review of the bid is summarized below:

CONTRACTOR	5% Bid Bond Included	Req'd Proposal Sheets Included	Addenda Ack'd	Listed on Federal Disbarred Contractors List ¹	Proper Contractor Licensing
Bixby Electric, Inc.	Yes	Yes	N/A	No	Yes

A great deal of effort was put forth to attract bidders to this project. The advertisement for bids for the project was published for two (2) weeks prior to the bid opening. A pre-bid conference was held onsite to answer questions and show the project to potential bidders.

The FAA AIP and AIG funds are pending. It is believed that sufficient funds are available for the budget listed below.

Our recommendation and per the Federal Aviation Administration's request (attached) is to award **Schedule I** to **Bixby Electric, Inc.** for a total contract amount of \$ 1,421,665.43 (including NMGR) upon receiving concurrence from the Village of Ruidoso and pending availability of funds from the FAA.

A DBE goal of 11.29% was established for this project. Bixby Electric, Inc. has committed to a DBE utilization of 8.26% through subcontracting with Widefield Technology, Inc., Mesa Verde Construction and Mich Rich Contractors for airfield lighting and electrical. Bixby Electric, Inc. has submitted a Good Faith Efforts with their bid.

We will send the Notice of Award for signature once approval is received from the Village of Ruidoso.

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,

Lochner



Gabriel Lopez
Engineer Associate-Aviation Design

Enclosures:

Sponsor Budget Analysis (Revision 2)
Email From FAA
Bid Tabulation
Bid Evaluation

SPONSORS BUDGET ANALYSIS (Revision 2)

LOCATION: [SRR] Sierra Blanca Regional Airport

AIP No. 3-35-0052-033-2025

AIG No. 3-35-0052-034-2025

NMDOT No. SRR-26-01

PROJECT TITLE: Airfield Electrical Vault and Runway 6-24 NAVAID Upgrade

NMGRT (July 1, 2025-June 30, 2026): 8.1875%

Revision: Revision 1 (R1) includes line item 'Project Development & Administration' Fee of \$5,000.00 from Task Order B.

Revision: Revision 2 (R2) reflects the FAA's request for awarding and funding Schedule I ONLY (see attached email from FAA).

Schedule I – Airfield Electrical Vault & Equipment, Precision Approach Path Indicator (PAPI-4) System, Runway 6-24 LED Lighting & Signage

SPONSOR BUDGET ANALYSIS				
Sierra Blanca Regional Airport (SRR)				
Airfield Electrical Vault and Runway 6-24 NAVAID Upgrades				
AIP No. 3-35-0052-033-2025 AIG No. 3-35-0052-034-2025				
	FAA - 95%	State - 4%	Sponsor - 1%	Total
Total Estimated Construction Cost - Schedule I	\$ 1,248,371.00	\$ 52,563.02	\$ 13,141.48	\$ 1,314,075.50
Design	\$ 95,665.00	\$ 4,028.00	\$ 1,007.00	\$ 100,700.00
Construction Services	\$ 146,775.00	\$ 6,180.00	\$ 1,545.00	\$ 154,500.00
Administration	\$ 4,750.00	\$ 200.00	\$ 50.00	\$ 5,000.00
Total Estimated Project Cost	\$ 1,495,561.00	\$ 62,971.02	\$ 15,743.48	\$ 1,574,275.50
SPONSOR BUDGET ANALYSIS (Incl.NMGRT)				
NMGRT RATE [2025 Jan-Jun 2026]	8.1875%			
	FAA - 95%	State - 4%	Sponsor - 1%	Total
Total Estimated Construction Cost - Schedule I (NMGR)	\$ 1,350,582.00	\$ 56,866.62	\$ 14,216.81	\$ 1,421,665.43
Design (NMGR)	\$ 103,497.00	\$ 4,357.79	\$ 1,090.02	\$ 108,944.81
Construction Services (NMGR)	\$ 158,792.00	\$ 6,685.99	\$ 1,671.70	\$ 167,149.69
Administration	\$ 4,750.00	\$ 200.00	\$ 50.00	\$ 5,000.00
Total Estimated Project Cost	\$ 1,617,621.00	\$ 68,110.40	\$ 17,028.53	\$ 1,702,759.93

FAA Share (95%): \$1,617,621.00

State Share (4%): \$68,110.40

Sponsor Share (1%): \$17,028.90

TOTAL PROJECT COSTS FOR SCHEDULE I (incl. NMGR): \$1,702,759.93

Lopez, Gabriel

From: Young, Sarah J (FAA) <Sarah.J.Young@faa.gov>
Sent: Wednesday, August 27, 2025 5:17 AM
To: Lopez, Gabriel
Cc: Michael Martinez; Christy Coker; Moran, Daniel, DOT; Garcia, Michael; Archibeque, Tim; Lucero, Jane, DOT; Lee Baker
Subject: RE: [EXTERNAL] RE: [3-35-0052-033/34-2025] SRR Airfield E-Vault/NAVAID Upgrade-Award Recommendation Letter



Good morning,

Thank you for the updated sponsor budget analysis. Below is the breakdown of costs for the grants.

The total fed share is \$1,617,621.

AIP Grant 3-35-0052-033-2025 fed share is \$1,496,746

AIG Grant 3-35-0052-034-2025 fed share is \$120,875

Thank you,

Sarah Young

*Program Manager
LA/NM Airport District Office
10101 Hillwood Parkway
Fort Worth, TX 76177
Phone: 817-222-5643*

From: Lopez, Gabriel <glopez@hwlochner.com>
Sent: Tuesday, August 26, 2025 5:17 PM
To: Young, Sarah J (FAA) <Sarah.J.Young@faa.gov>
Cc: Michael Martinez <michaelmartinez@ruidoso-nm.gov>; Christy Coker <christycoker@ruidoso-nm.gov>; Moran, Daniel, DOT <Dan.Moran@dot.nm.gov>; Garcia, Michael <mgarcia@hwlochner.com>; Archibeque, Tim <tarchibeque@hwlochner.com>; Branum, Michael (FAA) <Michael.Branum@faa.gov>; Lucero, Jane, DOT <jane.lucero@dot.nm.gov>; Lee Baker <leebaker@ruidoso-nm.gov>
Subject: RE: [EXTERNAL] RE: [3-35-0052-033/34-2025] SRR Airfield E-Vault/NAVAID Upgrade-Award Recommendation Letter

CAUTION: This email originated from outside of the Federal Aviation Administration (FAA). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Sarah,

Please see the attached revised Sponsor Budget Analysis reflecting your comments on awarding Schedule I only.

We realized that the SBA that was previously sent over did not accurately reflect the amount shown on Task Order B. We have corrected it on this current SBA (see Revision 1 note for clarification).

Please note that the total FAA share (95%) (AIP & AIG) for Schedule I ONLY is **\$1,617,621.00**

With the updated SBA, please let us know the new breakdown cost for the AIP & AIG portions so we can accurately reflect them in the FAA Grant Applications.

Please reach out if you have any questions or concerns.

Respectfully,

Gabe Lopez

Engineer Associate II-Aviation



P: 505.702.0028

www.hwlochner.com

From: Young, Sarah J (FAA) <Sarah.J.Young@faa.gov>

Sent: Tuesday, August 26, 2025 11:03 AM

To: Lucero, Jane, DOT <jane.lucero@dot.nm.gov>; Lopez, Gabriel <glopez@hwlochner.com>; Lee Baker <lee baker@ruidoso-nm.gov>

Cc: Michael Martinez <michaelmartinez@ruidoso-nm.gov>; Christy Coker <christycoker@ruidoso-nm.gov>; Moran, Daniel, DOT <Dan.Moran@dot.nm.gov>; Garcia, Michael <mgarcia@hwlochner.com>; Archibeque, Tim <tarchibeque@hwlochner.com>; Farrell, Karson <kfarrell@hwlochner.com>; Pendleton, Blake <blake.pendleton@hwlochner.com>; Mueller, Melissa <melissa.mueller@hwlochner.com>; Branum, Michael (FAA) <Michael.Branum@faa.gov>

Subject: RE: [EXTERNAL] RE: [3-35-0052-033/34-2025] SRR Airfield E-Vault/NAVAID Upgrade-Award Recommendation Letter

[EXTERNAL EMAIL]

Good morning,

The taxiway work will need to be added as a separate work code, and it is too late in the grant season to do so. We can do a scope amendment in FY26 to add in the taxiway work. Please send a grant scope change amendment request letter requesting the use of either AIP or AIG funds to amend the grant to include the taxiway work. For this year, the grant will be written for the runway lighting, vault, and PAPIs.

The total fed share not including the taxiway is \$1,612,483.

AIP Grant 3-35-0052-033-2025 fed share is \$1,491,608

AIG Grant 3-35-0052-034-2025 fed share is \$120,875

Please submit two separate grant applications. The sponsor certs can have both grant numbers listed, please ensure the correct verbiage is crossed out before signing them. Also, I still need an executed task order, detailed IFE, and the DBE program and goals to be uploaded into FAA civil rights connect.

Let me know if you have any questions or concerns.

Thank you,

Sarah Young

Program Manager

LA/NM Airport District Office
10101 Hillwood Parkway
Fort Worth, TX 76177
Phone: 817-222-5643

From: Lucero, Jane, DOT <jane.lucero@dot.nm.gov>
Sent: Monday, August 25, 2025 4:54 PM
To: Young, Sarah J (FAA) <Sarah.J.Young@faa.gov>; Lopez, Gabriel <glopez@hwlochner.com>; Lee Baker <leebaker@ruidoso-nm.gov>
Cc: Michael Martinez <michaelmartinez@ruidoso-nm.gov>; Christy Coker <christycoker@ruidoso-nm.gov>; Moran, Daniel, DOT <Dan.Moran@dot.nm.gov>; Garcia, Michael <mgarcia@hwlochner.com>; Archibeque, Tim <tarchibeque@hwlochner.com>; Farrell, Karson <kfarrell@hwlochner.com>; Pendleton, Blake <blake.pendleton@hwlochner.com>; Mueller, Melissa <melissa.mueller@hwlochner.com>; Branum, Michael (FAA) <Michael.Branum@faa.gov>
Subject: RE: [EXTERNAL] RE: [3-35-0052-033/34-2025] SRR Airfield E-Vault/NAVAID Upgrade-Award Recommendation Letter
Importance: High

CAUTION: This email originated from outside of the Federal Aviation Administration (FAA). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi Sarah –

I am respectfully asking for reconsideration. The reflectors were listed in the task order as well as the final plans and specifications that were sent to the FAA.

Reflectors are an eligible item per the AIP handbook. While the reflectors were not in the original scope of work from last August, when the airport had their certification inspection, reflectors were brought up in the inspection de-brief. Because these reflectors are considered part of the lighting system, it just made sense to include them in this electrical project.

The bids came in under engineers estimate.

It just seems logical to complete this safety issue at the same time the electrical contractor is there.

Please let me know if you would like to discuss further.

Thanks!

Jane

Jane M. Lucero, AICP, A.A.E
Airport Development Administrator
NMDOT Aviation Division
3501 Access Rd C
Albuquerque, NM 87106
(505) 365-3891 - Cell
jane.lucero@dot.nm.gov



From: Young, Sarah J (FAA) <Sarah.J.Young@faa.gov>
Sent: Monday, August 25, 2025 9:31 AM
To: Lopez, Gabriel <glopez@hwlochner.com>; Lee Baker <leebaker@ruidoso-nm.gov>
Cc: Michael Martinez <michaelmartinez@ruidoso-nm.gov>; Christy Coker <christycoker@ruidoso-nm.gov>; Lucero, Jane, DOT <jane.lucero@dot.nm.gov>; Moran, Daniel, DOT <Dan.Moran@dot.nm.gov>; Garcia, Michael <mgarcia@hwlochner.com>; Archibeque, Tim <tarchibeque@hwlochner.com>; Farrell, Karson <kfarrell@hwlochner.com>; Pendleton, Blake <blake.pendleton@hwlochner.com>; Mueller, Melissa <melissa.mueller@hwlochner.com>
Subject: [EXTERNAL] RE: [3-35-0052-033/34-2025] SRR Airfield E-Vault/NAVAID Upgrade-Award Recommendation Letter

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good morning,

The taxiway A retroreflectors were not a part of the original scope of work. That component of the project will need to be funded either by the state or locally.

Thank you,

Sarah Young

*Program Manager
LA/NM Airport District Office
10101 Hillwood Parkway
Fort Worth, TX 76177
Phone: 817-222-5643*

From: Lopez, Gabriel <glopez@hwlochner.com>
Sent: Friday, August 15, 2025 11:12 AM
To: Lee Baker <leebaker@ruidoso-nm.gov>
Cc: Michael Martinez <michaelmartinez@ruidoso-nm.gov>; Christy Coker <christycoker@ruidoso-nm.gov>; Young, Sarah J (FAA) <Sarah.J.Young@faa.gov>; Lucero, Jane, DOT ([Jane.Lucero@dot.nm.gov](mailto:jane.lucero@dot.nm.gov)) <jane.lucero@dot.nm.gov>; Moran, Dan, DOT (Dan.Moran@dot.nm.gov) <dan.moran@dot.nm.gov>; Garcia, Michael <mgarcia@hwlochner.com>; Archibeque, Tim <tarchibeque@hwlochner.com>; Farrell, Karson <kfarrell@hwlochner.com>; Pendleton, Blake <blake.pendleton@hwlochner.com>; Mueller, Melissa <melissa.mueller@hwlochner.com>
Subject: [3-35-0052-033/34-2025] SRR Airfield E-Vault/NAVAID Upgrade-Award Recommendation Letter

CAUTION: This email originated from outside of the Federal Aviation Administration (FAA). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Lee,

Attached is the Award Recommendation Letter for [3-35-0052-033/34-2025] SRR Airfield Electrical Vault and Runway 6-24 NAVAID Upgrade project.

Please let us know if it is acceptable to move forward with the Notice of Award.

Respectfully,

Gabe Lopez

Engineer Associate II-Aviation



2201 Buena Vista Drive Southeast, Suite 204, Albuquerque, NM 87106

P : 505.702.0028

www.hwlochner.com

Revised to reflect FAA request.

BID TABULATION

Sierra Blanca Regional Airport (SRR)
Ruidoso, New Mexico

Airfield Electrical Vault and Runway 6-24 NAVAID Upgrades
AIP No. 3-35-0052-033-2025 | AIG No. 3-35-0052-034-2025

Lochner No. 24231

Monday, August 11, 2025, at 11:00 a.m. MDT



					Engineer's Estimate		Bixby Electric, Inc.	
Item No.	Spec No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount
Schedule I-Airfield Electrical Vault & Equipment								
1	C-105	Mobilization 10% Max	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 133,876.00	\$ 133,876.00
2	C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control (All Schedules and Phases)	Incidental	Incidental	\$ -	Incidental	\$ -	\$ -
3	S-2a	Remove Existing Electrical Vault and Equipment (Two Metal Cabინets)	2	EA	\$ 50,000.00	\$ 100,000.00	\$ 12,954.40	\$ 25,908.80
4	L-109a	Construction of Airport Electrical Vault In-Place	1	EA	\$ 500,000.00	\$ 500,000.00	\$ 337,978.70	\$ 337,978.70
5	L-109b	Installation of Airport Electrical Vault Equipment In-Place	1	EA	\$ 250,000.00	\$ 250,000.00	\$ 210,016.40	\$ 210,016.40
6	L-125a	Electrical Pull Box (Electrical Vault)	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 20,414.20	\$ 20,414.20
SCHEDULE I - 1-6 TOTAL						\$ 936,000.00	\$ 728,194.10	

					Engineer's Estimate		Bixby Electric, Inc.	
Item No.	Spec No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount
Schedule I-Precision Approach Path Indicator (PAPI-4) System								
7	S-2b	Remove Existing Pulsating Visual Approach Slope Indicator (PVASI) & Equipment	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 2,731.10	\$ 2,731.10
8	P-152	Embankment in place	175	CY	\$ 35.00	\$ 6,125.00	\$ 60.00	\$ 10,500.00
9	P-208	Aggregate Base Course (6-inch) (PAPI)	950	SY	\$ 8.00	\$ 7,600.00	\$ 96.00	\$ 91,200.00
10	L-108d	No. 8 AWG L-824, Type C Cable, Installed in Trench (PAPI)	850	LF	\$ 6.50	\$ 5,525.00	\$ 20.00	\$ 17,000.00
11	L-108e	Conduit for No. 8 AWG L-824, Type C Cable (PAPI)	380	LF	\$ 5.00	\$ 1,900.00	\$ 59.00	\$ 22,420.00
12	L-108f	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Including Ground Connectors	325	LF	\$ 5.00	\$ 1,625.00	\$ 132.10	\$ 42,932.50
13	L-132	L-880 LED Precision Approach Path Indicator, (PAPI-4) System, Type B, 4 Lamps Each	2	EA	\$ 75,000.00	\$ 150,000.00	\$ 95,826.60	\$ 191,653.20
SCHEDULE I - 7-13 TOTAL						\$ 192,775.00	\$ 378,436.80	

					Engineer's Estimate		Bixby Electric, Inc.	
Item No.	Spec No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount
Schedule I-Runway 6-24 LED Lighting & Signage								
14	S-2c	Remove Runway Edge Light (Fixture)	77	EA	\$ 100.00	\$ 7,700.00	\$ 102.80	\$ 7,915.60
15	S-2d	Remove Lighted Sign	9	EA	\$ 4,000.00	\$ 36,000.00	\$ 567.80	\$ 5,110.20
16	S-2e	Remove Threshold Light (Fixture)	16	EA	\$ 100.00	\$ 1,600.00	\$ 118.60	\$ 1,897.60
17	L-125c	LED Threshold Light (L-861E), Including Arctic Kit	16	EA	\$ 1,500.00	\$ 24,000.00	\$ 1,589.10	\$ 25,425.60
18	L-125d	LED Base-Mounted Runway Edge Light (Fixture) (L-861), Including Arctic Kit	77	EA	\$ 1,500.00	\$ 115,500.00	\$ 1,467.90	\$ 113,028.30
19	L-125e	LED Lighted Guidance Sign (1 Module)	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 5,253.70	\$ 5,253.70
20	L-125f	LED Lighted Guidance Sign (2 Module)	4	EA	\$ 10,000.00	\$ 40,000.00	\$ 5,471.80	\$ 21,887.20
21	L-125g	LED Lighted Guidance Sign (3 Module)	4	EA	\$ 11,000.00	\$ 44,000.00	\$ 6,731.60	\$ 26,926.40
SCHEDULE I - 14-21 TOTAL			\$ 275,800.00				\$ 207,444.60	

					Engineer's Estimate		Bixby Electric, Inc.	
Item No.	Spec No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount
Schedule II-Taxiway A Retroreflectors								
1	S-2f	Remove Retro	Schedule II has been removed from this project per FAA request				\$ 44.20	\$ 7,027.80
2	L-125h	Retroreflective Taxiway Edge Marker	258	EA	\$ 120.00	\$ 30,960.00	\$ 128.70	\$ 33,204.60
SCHEDULE II TOTAL						\$ 35,730.00	\$ 40,232.40	

BID TOTAL					Engineer's Estimate		Bixby Electric, Inc.	
					\$	1,440,005.00	\$	1,254,307.90

Schedule I Total: \$1,404,575.00

Schedule I Total: \$1,314,075.50

BID EVALUATION



Sierra Blanca Regional Airport (SRR)
Ruidoso, New Mexico
Airfield Electrical Vault and Runway 6-24 NAVAID Upgrades
AIP No. 3-35-0052-033-2025 | AIG No. 3-35-0052-034-2025
Lochner No. 24231
Monday, August 11, 2025, at 11:00 a.m. MDT

ALL STATE EVALUATION		Bixby Electric, Inc.
Bid Signed?		Yes
Bid Bond Provided?		Yes
Addenda(s) Acknowledged?		Yes
Federal Debarment Verification*	Active?	Yes
	Any Exclusions?	No

DBE VERIFICATION - ALL STATES		Bixby Electric, Inc.
DBE Contract Goal	11.29%	11.29%
Total Bid Price		\$ 1,354,307.90
DBE Subtotal		\$ 186,497.59
Total DBE %		8.26%
DBE Verification		Fail
DBE Good Faith Efforts	If Contractor did not meet all or part of DBE Goal, did they provide good faith efforts?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

NEW MEXICO EVALUATION		Bixby Electric, Inc.
Verification of Contractor's Licence *	License No.:	28568
	Classification:	EE-98, EL-01, GB-98, GF-98, GA-03, GA-98
NM Dept of Workforce Solutions Reg No. *		0190612011621
FEIN #		85-0362683
Verify of Listed Subcontractor's License(s)		Yes
Verify Sub(s) Registered with NM Workforce Solution		Yes
Verify Bid Bond *		Yes
Campaign Contribution Disclosure Form		Yes
Base Bid Amount Excluding NMGR		Yes
Bid Amount Correct?		Yes

VERIFICATION WEBSITES	CHECK	WEBSITE
All States	Federal Debarment	https://sam.gov/content/home
New Mexico	Workforce Reg. No.	https://www.dws.state.nm.us/pwaa/LRDEmployer/Core/Login.ASPX
	Contractor's Licensing	http://public.psiexams.com
	Bid Bond Verification	https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm
	DBE	https://nmdot.dbesystem.com/Default.asp



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
New Mexico

Louisiana/New Mexico
Airports District Office
10101 Hillwood Pkwy
Fort Worth, TX 76177-
1524

September 4, 2025

Honorable Lynn Crawford
313 Cree Meadows
Ruidoso, NM 88345

Dear Lynn Crawford:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. **3-35-0052-034-2025** at Sierra Blanca Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 17, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Sarah Young, (817) 222-5643, sarah.j.young@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Justin Barker

Justin Barker (09/04/2025 13:16:25 CDT)

Justin Barker
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date September 4, 2025

Airport/Planning Area **Sierra Blanca Regional Airport**

Airport Infrastructure Grant
Number **3-35-0052-034-2025**

Unique Entity Identifier **U1ZWKN7PES24**

TO: **The Village of Ruidoso**

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 27, 2025, for a grant of Federal funds for a project at or associated with the Sierra Blanca Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Sierra Blanca Regional Airport (herein called the "Project") consisting of the following:

**Reconstruct Airport Lighting Vault, Reconstruct Runway Visual Guidance System (PAPIs) 06/24,
Rehabilitate Runway Lighting 06/24 (7.47%)**

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent

with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$120,875.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$120,875 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR

§ 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 17, 2025**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of IJA Projects**. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards**. The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American**. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American**. The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase**. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

- 1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- 2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in person, including the following acts;
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

- ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. *Provision applicable to a recipient other than a private entity.*
 - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- 4. *Provisions applicable to any recipient.*
 - a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
 - b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and in addition to all other remedies for noncompliance that are available to the FAA under this Grant:
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
 - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- 5. *Definitions.* For purposes of this Grant award, term:
 - a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
 - b. "Private entity" means:

- i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated August 01, 2015, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any

amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

<https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the

maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - (3) any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).
33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Airport Layout Plan (ALP)**. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 U.S.C. § 47107(a)(16).
36. **Lighting**. The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
37. **Airport - Owned Visual or Electronic Navigation Aids in Project**. The Sponsor agrees that it will:
- a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment; unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e);
 - b. Prior to commissioning, assure the equipment meets the FAA's standards; and
 - c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.
38. **Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
39. **Usable Unit of Development**. The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.
40. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other

Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.”

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Justin Barker

Justin Barker (09/04/2025 13:16:25 CDT)

(Signature)

Justin Barker

(Typed Name)

Manager, Louisiana/New Mexico ADC

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 4, 2025

The Village of Ruidoso

(Name of Sponsor)



LYNN CRAWFORD (09/04/2025 16:47:02 MDT)

(Signature of Sponsor's Authorized Official)

By: LYNN CRAWFORD

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Zach Cook, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 4, 2025


 By: Zach Cook (09/04/2025 17:11:15 MDT)
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

2. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

9. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

10. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

11. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

12. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

16. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

25. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

26. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

27. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

28. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
 - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
 - d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. **Duration.**
- The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:
1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The (**The Village of Ruidoso**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."
- e. **Required Contract Provisions.**
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of August 27, 2025.

34. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

39. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
New Mexico

Louisiana/New Mexico
Airports District Office
10101 Hillwood Pkwy
Fort Worth, TX 76177-
1524

September 4, 2025

Honorable Lynn Crawford
313 Cree Meadows
Ruidoso, NM 88345

Dear Lynn Crawford:

The Grant Offer for Airport Improvement Program (AIP) Project No. **3-35-0052-033-2025** at Sierra Blanca Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 17, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Sarah Young, (817) 222-5643, sarah.j.young@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Justin Barker

Justin Barker (09/04/2025 13:15:21 CDT)

Justin Barker
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date September 4, 2025

Airport/Planning Area **Sierra Blanca Regional Airport**

Airport Infrastructure Grant
Number **3-35-0052-033-2025**

Unique Entity Identifier **U1ZWKN7PES24**

TO: **The Village of Ruidoso**

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 27, 2025, for a grant of Federal funds for a project at or associated with the Sierra Blanca Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Sierra Blanca Regional Airport (herein called the "Project") consisting of the following:

**Reconstruct Airport Lighting Vault, Reconstruct Runway Visual Guidance System (PAPIs) 06/24,
Rehabilitate Runway Lighting 06/24 (92.53%)**

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,496,746.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$1,496,746 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49

U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 17, 2025**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects**. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards**. The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American**. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America**. The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase**. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

- 1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- 2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or

- b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

- a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- b. "Private Entity" means:

- i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated August 01, 2015, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any

amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
- b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
 - b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
 - c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).
33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).

36. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
37. **Airport - Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:
- a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e);
 - b. Prior to commissioning, assure the equipment meets the FAA's standards; and
 - c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.
38. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
39. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.
40. **Duffy Plaintiff Special Term.** Pursuant to the court's preliminary injunction order in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Justin Barker

Justin Barker (09/04/2025 13:15:21 CDT)

(Signature)

Justin Barker

(Typed Name)

Manager, Louisiana/New Mexico ADC

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 6, 2025

The Village of Ruidoso

(Name of Sponsor)

 LYNN CRAWFORD (09/06/2025 15:49:39 CDT)

(Signature of Sponsor's Authorized Official)

By: LYNN CRAWFORD

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY


I, Zach Cook, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 6, 2025


 By: Zach Cook (09/06/2025 16:28:18 MDT)
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

- 1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (The Village of Ruidoso), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.

- 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of August 27, 2025.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 4.

To: Mayor Crawford and Councilors

Presenter(s): Ronald Sena, Village Manager
Adam Sanchez, Public Works Director
Judi Starkovich, Finance Director

Meeting Date: September 9, 2025

Re: Discussion and Possible Action on Task Order RFP #2025-002P-02 for Professional Services for Disaster Recovery Coordinator for the 2025 Monsoon Season, with D.W. Dukes, LLC, in the Amount of \$756,056.00, Including NMGRT.

Item Summary:

Discussion and Possible Action on Task Order RFP #2025-002P-02 for Professional Services for Disaster Recovery Coordinator for the 2025 Monsoon Season, with D.W. Dukes, LLC, in the Amount of \$756,056.00, Including NMGRT.

Financial Impact:

Contract is an allowable, reimbursable expense through FEMA Public Disaster Grant DR-4886-NM (Federal 75%, State 12.5%, VOR 12.5%). Upon approval, the expenditure will be budgeted in the FEMA Capital Project Fund's Contractual Service line item (300-285-52000).

Item Discussion:

The task order is in connection with the Monsoon 2025 Disaster (DR-4886-NM). The work is associated with estimated hours required to complete the tasks associated with damage assessments to obligate funds for infrastructure repairs. Preliminary repair estimates total \$111 million. FEMA allows management costs up to 5% of the total obligated award. The contractor has proposed an estimated cost of \$1,512,112.00, however, the Village at this time is willing to contract 50% of the cost. If costs exceed this earmark, a change order to increase will be submitted to Village Council.

Recommendations:

To Approve Task Order RFP #2025-002P-02 for Professional Services for Disaster Recovery Coordinator for the 2025 Monsoon Season, with D.W. Dukes, LLC, in the Amount of \$756,056.00, Including NMGRT.

ATTACHMENTS:

Description

Task Order #2025-002P-02

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
D.W. DUKES, LLC.**

1. **Task Order Number:** RFP-2025-002P-02
2. **Title:** Disaster Recovery Coordinator Professional Services
3. **Project Number:** 2025 Monsoon Season
4. **Location:** Village of Ruidoso
5. **Scope of Services Required:** Scope of Work attached as Attachment "A"
6. **Village Contact:** Ronald Sena
D.W. Dukes, LLC Contact: Dennis Dukes
7. **Estimated Performance Time:** One year beginning Oct. 24, 2024 and ending Oct. 23, 2026
8. **Estimated Cost:** Not to Exceed \$756,056.00, Including NMGR
9. **The parties hereto executed the original Task Order on: (date)** _____

Lynn D. Crawford
Mayor
Village of Ruidoso

Date: _____

Dennis Dukes
Owner
D.W. Dukes, LLC

Date: _____

Attest: _____
Jini S. Turri
Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Regular Items - 5.

To: Mayor Crawford and Councilors

Presenter(s): Ronald Sena, Village Manager
Adam Sanchez, Public Works Director
Judi Starkovich, Finance Director

Meeting Date: September 9, 2025

Re: Discussion and Possible Action on Change Order #1 to Task Order RFP #2025-002P-01 for Professional Services for Disaster Recovery Coordinator for the 2024 Southfork Disaster (DR-4795) with D.W. Dukes, LLC, for a Reduction of \$913,517.00, Including NMGRT.

Item Summary:

Discussion and Possible Action on Change Order #1 to Task Order RFP #2025-002P-01 for Professional Services for Disaster Recovery Coordinator for the 2024 Southfork Disaster (DR-4795) with D.W. Dukes, LLC, for a Reduction of \$913,517.00, Including NMGRT.

Financial Impact:

Contract is an allowable, reimbursable expense through FEMA Public Disaster Grant DR-4795-NM (Federal 75%, State 12.5%, VOR 12.5%). Currently, the Village has expended \$589,083.67 on PO #25-01859. The expenditure is budgeted in the FEMA Capital Project Fund's Contractual Service line item (300-284-52000).

Item Discussion:

The task order is in connection with the Southfork Disaster (DR-4795-NM). After review of estimated costs and actual work completed, the reduction was mainly due to the hours needed per project and scope of work. The new contract amount including GRT is \$904,033.00.

Recommendations:

To Approve Change Order #1 to Task Order RFP #2025-002P-01 for Professional Services for Disaster Recovery Coordinator for the 2024 Southfork Disaster (DR-4795) with D.W. Dukes, LLC, for a Reduction of \$913,517.00, Including NMGRT.

ATTACHMENTS:

Description

Task Order #2025-002P-01

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
D.W. DUKES, LLC.**

1. **Task Order Number:** RFP-2025-002P-01 (Amended) Reduction of Estimated Costs
2. **Title:** Disaster Recovery Coordinator Professional Services
3. **Project Number:** Southfork Fire
4. **Location:** Village of Ruidoso
5. **Scope of Services Required:** Scope of Work attached as Attachment "A"
6. **Village Contact:** Ronald Sena
D.W. Dukes, LLC Contact: Dennis Dukes
7. **Estimated Performance Time:** One year beginning Oct. 24, 2024 and ending Oct. 23, 2025
8. **Estimated Cost Reduction:** From \$1,817,550.00, Including NMGRT to \$913,517.00 Including NMGRT
9. **The parties hereto executed the original Task Order on: (date)** _____

Lynn D. Crawford
Mayor
Village of Ruidoso

Date: _____

Dennis Dukes
Owner
D.W. Dukes, LLC

Date: _____

Attest: _____
Jini S. Turri
Village Clerk

August 27, 2025

Mr. Ronald Sena
Village Manager
Village of Ruidoso
313 Cree Meadows Drive,
Ruidoso, NM. 88345

RE: Task Order # 1 Estimated Cost Reduction

Dear Mr. Sena,

Following our original task order proposal dated November 5, 2024, which presented the total estimated costs of **\$1,680,000.00 (total \$1,817,550.00 including Gross Receipts Tax)**, we have conducted a thorough reassessment of the projected labor hours and associated expenses.

As a result of this reassessment, I am pleased to inform you that the estimated costs have been **reduced by approximately 50%**. The revised **Attachment A – Estimated Cost Reduction** (enclosed) reflects a new **total estimated cost of \$844,383.00 (total \$913,517.00 including Gross Receipts Tax)**.

The reductions were achieved by refining projected hours across multiple tasks. Importantly, this cost reduction does not alter the scope of services to be provided, nor does it diminish our commitment to ensuring that all FEMA projects, hazard mitigation proposals, and related programmatic tasks are completed with diligence and accuracy.

We are confident that these reduced costs will not only ease the financial burden on the Village but will also maintain the same level of service and technical expertise originally proposed.

Furthermore, FEMA provides reimbursement to the Village of Ruidoso for these services based on the awarded amount of funding. To date, **\$391,154.63 will be available for reimbursement**, with total reimbursement **projected to reach approximately \$1,300,000** upon the obligation of the remaining projects. The **total charges to date amount to \$544,502.54**.

Thank you again for the opportunity to support the Village of Ruidoso in its disaster recovery efforts. Please find enclosed the revised **Attachment A – Estimated Cost Reduction and Task Details** for your review and records.

Respectfully,



Dennis W. Dukes, PE
Owner

ATTACHMENT A

Estimated Cost Reduction

Task ID	Task Description	Cost	Reduced Cost	Total Cost Reduction
1	Damage Site Grouping	\$ 14,165	\$ 7,083	\$ 7,083
2	Site Visit - Group of Damage Sites	\$ 233,801	\$ 116,901	\$ 116,901
3	Essential Elements of Information ("EEI")	\$ 131,336	\$ 65,668	\$ 65,668
4	Damage Description and Dimensions ("DDD")	\$ 92,346	\$ 46,173	\$ 46,173
5	Scope of Work ("SOW") & Cost Estimate	\$ 156,988	\$ 39,247	\$ 117,741
6	Hazard Mitigation Proposal ("HMP")	\$ 127,232	\$ 127,232	\$ -
7	Insurance Review	\$ 15,391	\$ 7,696	\$ 7,696
8	Environmental & Historic Preservation ("EHP") Review	\$ 74,903	\$ 18,726	\$ 56,177
9	FEMA Final Reviews	\$ 50,278	\$ 5,028	\$ 45,250
10	Applicant Final Review	\$ 43,095	\$ 4,310	\$ 38,786
11	Obligation	\$ 15,391	\$ 7,696	\$ 7,696
12	Request Drawdown of Funds	\$ 339,627	\$ 339,627	\$ -
13	Non-FEMA Federal Disaster Relief Program Programmatic and Policy Advice	\$ 49,251	\$ -	\$ 49,251
14	All Recovery Efforts Planning and Coordination	\$ 41,043	\$ 20,522	\$ 20,522
15	Meetings	\$ 49,251	\$ 24,626	\$ 24,626
16	Hazard Mitigation Grant Program Applications	\$ 27,704	\$ 13,852	\$ 13,852
17	Federal Dispute Resolution	\$ 218,198	\$ -	\$ 218,198
Sub-Total		\$ 1,680,000	\$ 844,383	\$ 835,617
Gross Receipts Tax at 8.1875%		\$ 137,550	\$ 69,134	\$ 68,416
Total		\$ 1,817,550	\$ 913,517	\$ 904,033

Detailed Task Descriptions:

1. Damage Site Grouping
2. Site Visit - Group of Damage Sites for FEMA Table-Top Review
 - a. Visit Site, Inspect, Take Field Notes & Sketch
 - b. Organize Photos by Damaged Site and Date
 - c. Develop Summary Spreadsheet with GPS at Each Impact Site and Culvert
 - d. Develop Historical Google Street View Screenshots and Compare to Site Visit Photos and Field Notes
 - e. Develop Damage Description and Dimensions in Summary Spreadsheet
 - f. Develop Google Earth Map of Group with Damage Sites Pinned
 - g. Meet with FEMA to provide Site Visit Data Package
 - h. Respond to FEMA Request for Information regarding Site Visit Package
3. Essential Elements of Information ("EEI")
 - a. Obtain, Review, and Submit Maintenance Records
 - b. Obtain, Review, and Submit Work Completed Documentation, i.e. Contract: Procurement, Invoices, etc; Force Account: Timesheets, Equipment Logs, Material Purchases, etc.
 - c. Obtain, Review, and Submit Insurance

- d. Obtain, Review, and Submit Supporting Documentation, i.e. Professional Reports, Historical Data, etc.
- 4. Damage Description and Dimensions ("DDD")
 - a. Review FEMA DDD in Grants Portal
 - b. Provide Comments and Review Final Product
- 5. Scope of Work ("SOW") & Cost Estimate
 - a. Review FEMA SOW and Cost Estimate in Grants Portal
 - b. Respond to FEMA Request for Information regarding SOW and Cost Estimate
 - c. Provide Comments and Review Final Product
 - d. Provide PE Stamped Cost Estimate when necessary
- 6. Hazard Mitigation Proposal ("HMP")
 - a. Develop HMP or Review FEMA's HMP
 - b. Respond to FEMA Request for Information regarding HMP
 - c. Provide Comments and Review Final Product
- 7. Insurance Review
 - a. Respond to FEMA Request for Information regarding Insurance
- 8. Environmental & Historic Preservation ("EHP") Review
 - a. Respond to FEMA Request for Information regarding EHP
- 9. FEMA Final Reviews
 - a. Respond to FEMA Request for Information at Final Reviews
- 10. Applicant Final Review
 - a. Provide Comments and/or Review Final Product
- 11. Obligation
 - a. Track Obligation
 - b. Provide Notice of Obligation
 - c. Provide Copy of Final Obligated Project Worksheet
- 12. Request Drawdown of Funds
 - a. Track and Review Work Completed Documentation
 - b. Prepare Drawdown Request Package having all Supporting Documentation
- 13. Non-FEMA Federal Disaster Relief Program Programmatic and Policy Advice
 - a. Research, Respond, Coordinate
- 14. All Recovery Efforts Planning and Coordination
 - a. Strategic Planning and Coordination
- 15. Meetings
 - a. Prepare, Attend, Participate in Recovery meetings with the Village and Federal Agencies
- 16. Hazard Mitigation Grant Program Applications
 - a. Determine Estimated Available Funds
 - b. Identify Measures with Estimated Costs
- 17. Federal Dispute Resolution
 - a. Research
 - b. Develop Responses
 - c. Prepare Appeals