VILLAGE OF RUIDOSO

AGENDA INDEX
WORKSHOP MEETING
JUNE 2, 2026 AT 8:00 AM

313 Cree Meadows Dr. Ruidoso NM,88345

NOTICE OF WORKSHOP MEETING

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Workshop Meeting of the Governing Body of the Village of Ruidoso for Tuesday, June 2, 2026 at 8:00 a.m. The Workshop Meeting will be held at 313 Cree Meadows Dr. Ruidoso, NM 88345. The purpose of the Workshop Meeting is as follows:

CALL TO ORDER

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

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

ROLL CALL

AGENDA ITEMS

1. Discussion on Adoption of Resolution 2026-106, a Resolution Authorizing the Village of Ruidoso to Submit the Infrastructure Capital Improvement Plan to the New Mexico Finance Authority for FY2028-2032.

2. Discussion on Bid Submittal and Indicating the Ability of the Municipality to Dedicate Significant Time and Resources to the Planning and Execution of the New Mexico Municipal League Annual Conference in September of 2029.

3. Discussion on Participation in Federal Communications Commission (FCC) Auction No. 114 for 132 Commercial FM Construction Permits.

4. Discussion on Adoption of Resolution 2026-102, a Resolution Allowing the Use of Recreational Vehicles as Temporary Housing; and Providing for the Repeal of Resolution 2024-29, Approved by the Governing Body on the 29th Day of July 2024.

5. Discussion on Adoption of Resolution 2026-103, a Resolution in Relation to the $918,415.00 Loan/Grant Agreement Dated January 19, 2024 by and between the Village of Ruidoso and the New Mexico Finance Authority, Entered into for the Purpose of Financing the Costs of Construction and Rehabilitation of Upper Canyon Surface Diversion Well, Gates and Electrical Equipment Upgrades; Authorizing an Amendment to the Loan/Grant Agreement to Accept a Second Additional Grant Amount of $2,500,000.00 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of $4,484,413; Ratifying

Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Amendment to the Loan/Grant Agreement.

6. Discussion on Joint Funding Agreement #25RGJFA23 Amendment 002 with the United States Department of the Interior, United States Geological Survey (USGS) for the Operation of USGS Streamflow and Precipitation Gages with a Village Cost Share of $64,000.00.

7. Discussion on Adopting a Fixed Markup Rate of $1.25 per Gallon on Avfuel 100 Low Lead Gasoline and to Allow the Sierra Blanca Regional Airport the Ability to Set Fuel Prices Based on the Current Refinery Rack Prices.

8. Discussion on Award of RFP #2026-010P to LJA Engineering, Inc for Professional Engineering Services for Sierra Blanca Regional Airport (SBRA).

9. Discussion on Agreement between the Village of Ruidoso and LJA Engineering, Inc for Professional Engineering Services at Sierra Blanca Regional Airport (SBRA) Awarded through RFP #2026-010P.

10. Discussion on Contract between the Village of Ruidoso and the Ruidoso Municipal School District for Police Services for the 2026-2027 School Year.

11. Discussion on Joint Powers Agreement between the Village of Ruidoso and the Board of Education for the Ruidoso Municipal School District Regarding Placement of a School Resource Officer at Ruidoso Schools.

12. Discussion on Quote for Services with Vertosoft for OpenGov E-Procurement, Project Management, and Grant Management Software Utilizing Sourcewell Contract# 060624-VTO in the Amount of $349,357.35 Including NMGRT.

13. Discussion on Adoption of Resolution 2026-104, a Resolution Finding the Property Located at 103 Hiding Pl. Ruidoso, New Mexico, No Longer a Public Nuisance; and Providing for the Repeal of Resolution 2026-75, Adopted by the Governing Body on the 27th of April 2026.

14. Discussion on Adoption of Resolution 2026-105, a Resolution Finding the Property Located at 101 Robin Rd. Ruidoso, New Mexico, No Longer a Public Nuisance; and Providing for the Repeal of Resolution 2026-87, Adopted by the Governing Body on the 27th of April 2026.

15. Discussion on Adoption of Resolutions 2026-107 (206 Eagle Dr. Unit 1101), 2026-108 (206 Eagle Dr. Unit 1102), 2026-109 (206 Eagle Dr. Unit 1103), 2026-110 (206 Eagle Dr. Unit 1201), 2026-111 (206 Eagle Dr. Unit 1202), 2026-112 (206 Eagle Dr. Unit 1203), Resolution 2026-113 (206 Eagle Dr. Unit 1301), 2026-114 (206 Eagle Dr. Unit 1302), 2026-115 (206 Eagle Dr. Unit 1303), and 2026-116 (206 Eagle Dr. Unit 2201) Resolutions Finding the Properties a Public Nuisance.

16. Discussion on Adoption of Resolutions 2026-117 (206 Eagle Dr. Unit 2202), 2026-118 (206 Eagle Dr. Unit 2301), 2026-119 (206 Eagle Dr. Unit 2302), 2026-120 (206 Eagle Dr. Unit 3101), 2026-121 (206 Eagle Dr. Unit 3102), 2026-122 (206 Eagle Dr.

Unit 3103), Resolution 2026-123 (206 Eagle Dr. Unit 3104), 2026-124 (206 Eagle Dr. Unit 3105), 2026-125 (206 Eagle Dr. Unit 3201), and 2026-126 (206 Eagle Dr. Unit 3202) Resolutions Finding the Properties a Public Nuisance.

17. Discussion on Adoption of Resolutions 2026-127 (206 Eagle Dr. Unit 3203), 2026-128 (206 Eagle Dr. Unit 3204), 2026-129 (206 Eagle Dr. Unit 3205), 2026-130 (206 Eagle Dr. Unit 3301), 2026-131 (206 Eagle Dr. Unit 3302), 2026-132 (206 Eagle Dr. Unit 3303), Resolution 2026-133 (206 Eagle Dr. Unit 3304), 2026-134 (206 Eagle Dr. Unit 3305), 2026-135 (206 Eagle Dr. Unit 4101), and 2026-136 (206 Eagle Dr. Unit 4102) Resolutions Finding the Properties a Public Nuisance.

18. Discussion on Adoption of Resolutions 2026-137 (206 Eagle Dr. Unit 4103), 2026-138 (206 Eagle Dr. Unit 4201), 2026-139 (206 Eagle Dr. Unit 4202), 2026-140 (206 Eagle Dr. Unit 4203), 2026-141 (206 Eagle Dr. Unit 4301), 2026-142 (206 Eagle Dr. Unit 4302), Resolution 2026-143 (206 Eagle Dr. Unit 4303), Resolutions Finding the Properties a Public Nuisance.

ADJOURN

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and 2026-01. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is needed.

Posted May 28, 2026 4:30 p.m. - Revised Agenda Posted May 29, 2026 3:50 p.m.

Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 1.

To:

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

Meeting Date: June 2, 2026

Re: Discussion on Adoption of Resolution 2026-106, a Resolution Authorizing the Village of Ruidoso to Submit the Infrastructure Capital Improvement Plan to the New Mexico Finance Authority for FY2028-2032.

Item Summary:

Discussion on Adoption of Resolution 2026-106, a Resolution Authorizing the Village of Ruidoso to Submit the Infrastructure Capital Improvement Plan to the New Mexico Finance Authority for FY2028-2032.

Financial Impact:

None.

Item Discussion:

The Infrastructure Capital Improvement Plan (ICIP) is a planning document that outlines and prioritizes anticipated capital projects for the Village. The ICIP process encourages entities to plan for the development of capital improvements so that they do not find themselves in emergency situations, but can plan for, fund, and develop infrastructure at a pace that sustains their activities.

Recommendations:

To Discuss Adoption of Resolution 2026-106, a Resolution Authorizing the Village of Ruidoso to Submit the Infrastructure Capital Improvement Plan to the New Mexico Finance Authority for FY2028-2032.

ATTACHMENTS:
Resolution_2026-106 ICIP.pdf
Top 10 ICIP Project List.pdf

VILLAGE OF RUIDOSO

RESOLUTION 2026-106

ADOPTING THE INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP) FOR FISCAL YEARS 2028-2032.

WHEREAS, the Village of Ruidoso recognizes that the financing of Public Capital Projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short- and long-range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY THAT:

1. The municipality has adopted the attached Infrastructure Capital Improvement Plan for Fiscal Years 2028-2032; and

2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure; and

3. This Resolution supersedes Resolution No. 2025-22.

PASSED, APPROVED, and ADOPTED by the Village of Ruidoso Governing Body on this __ day of June 2026.

_____

Lynn D. Crawford, Mayor

(SEAL)

Attest: _____

Yvonne Vigil, Village Clerk

TOP 10 ICIP PROJECTS FY2028-2032

Ranking	Project Title	Project Number
1	Street & Drainage Improvements	25415
2	Workforce Housing	35929
3	Bridge Replacement Projects- FEMA	29754
4	Sewer Line Relocation-FEMA	25154
5	Water Infrastructure Improvements	38444
6	Sewer Line Extensions	33167
7	Removal of Trees and Water Shed Improvements	26248
8	Rio Ruidoso Restoration/Flood Hazard Mitigation	38495
9	Aerial Fire Truck	43969
10	Airport Terminal Rehabiliation	27945

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 2.

To:

Presenter(s): Eddie Ryan, Manager of Events and Strategic Partnerships

Meeting Date: June 2, 2026

Re: Discussion on Bid Submittal and Indicating the Ability of the Municipality to Dedicate Significant Time and Resources to the Planning and Execution of the New Mexico Municipal League Annual Conference in September of 2029.

Item Summary:

Discussion on Bid Submittal and Indicating the Ability of the Municipality to Dedicate Significant Time and Resources to the Planning and Execution of the New Mexico Municipal League Annual Conference in September of 2029.

Financial Impact:

Waiving of all fees for convention center and logistical support for conference. Estimated support by Village of Ruidoso is $10,000.00-$15,000.00. Additional Event funding would be presented to Lodgers' Tax for approval. Hosting the conference to attract tourists to the Village would be a qualified use of Lodgers' Tax funding.

Item Discussion:

The New Mexico Municipal League (NMML) annually convenes its statewide conference in various municipalities around the state. The annual conference attracts between 550 and 650 delegates and guests each year. It provides a variety of educational and training opportunities for municipal officials. It establishes policy and conducts the governance of the NMML.

Recommendations:

To Discuss Bid Submittal and Indicating the Ability of the Municipality to Dedicate Significant Time and Resources to the Planning and Execution of the New Mexico Municipal League Annual Conference in September of 2029.

ATTACHMENTS:
VOR_MUN_NMMLRFP_050262026.pdf

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

May 26, 2026

New Mexico Municipal League Board of Directors
Attention: Mariah Valdez, Operations Manager
PO Box 846
Santa Fe, NM 87504

Please accept the attached Bid Submittal for the Village of Ruidoso.

Included in the packet for your consideration you will find the following:

- Written proposal
- Signed copy of the Conference Agreement
- Copy of the minutes from the Governing Body approving bid submittal and indicating the ability of the municipality to dedicate significant time and resources to the planning and development of the Annual Conference
- Signed copy of the agreement listing Host City Financial Responsibilities
- Signed copy of the Legal Considerations form
- Signed Preliminary Hotel Agreement from each top-rated hotel selected for the conference, totaling 400 rooms each for the Tuesday, Wednesday and Thursday nights, and willingness to offer those at prevailing GSA Government per diem rate at the time of the conference
- Site Requirements: Complete attached Meetings/Events proposed space allocation chart and provide floor plans of meeting facilities including number of rooms with square footage and set up capabilities (last two pages of attachment + additional floor plans and square footage/capacity chart information)

Thank you for your consideration.

Sincerely,

Lynn D. Crawford
Mayor

RUIDOSO™
NEW MEXICO
CONVENTION CENTER



New Mexico Municipal League Conference

Preferred Date: September 11 -14, 2029 or September 19 – 21, 2029

Village of Ruidoso NM – Convention Center









RUIDOSO™
NEW MEXICO
CONVENTION CENTER

Discover Ruidoso

Ruidoso is surrounded by over a million acres of forest and wilderness. The Lincoln National Forest, the White Mountain Wilderness Area and the Bureau of Land Management's Fort Stanton National Conservation Area offer hundreds of miles of multi-use trails and is an ideal destination for hiking, horseback riding, mountain biking and camping. Ruidoso is the premier resort destination in Southern New Mexico. The community of 8,000 people sits at an elevation of 6,970-feet, which makes Ruidoso the most popular tourism destination in the region. The Village of Ruidoso is governed by a Mayor, Village Council and Village Manager and Staff.

REQUIRED BID ATTACHMENT (1)

LEGAL CONSIDERATIONS:

Americans with Disabilities Act
All facilities must comply with the Americans with Disabilities Act (ADA). The convention center shall be responsible for all ADA compliance pertaining to facilities and access.

Other Conventions and Meetings
NMML must receive a guarantee from the Host City that it will not schedule another Conference, sizable meeting, or event during the NMML Conference. Should the Host City consider scheduling another function, it should first inform NMML' s Executive Director or Operations Manager.

Rehabilitation, Renovation and Construction
The convention center agrees that meeting space and public space will be in a condition befitting a first-class facility (e.g. new or recently renovated facilities, furnishings, carpet, air conditioning, AV equipment, Wi-Fi, etc.) prior to and during the conference dates.

The convention center agrees that it will not be in construction or renovation at any time during the Conference. New facilities must be completed and operational at the time of the bid.

If the convention center plans any sort of construction or renovation during the twelve months prior to the Conference, the NMML Operations Manager shall be informed of such. The convention center represents and warrants that any such construction and remodeling shall not interfere in any way with NMML use of the facility.

The convention center will be liable for all injuries resulting from hazards on their property, or negligence of their employees. The municipality, hotel(s), contractor(s), and the NMML each agree to carry adequate liability and other insurance protecting itself against any claims arising from any activities conducted in the facility(ies) during the Conference in an amount of no less than one million dollars.

Miscellaneous Legal Issues
Other legal issues will be addressed as needed in individual contracts with various parties of the selected conference sites.

On behalf of Village of Ruidoso (Name of Municipality sending BID), I, the undersigned (Name and Title) Lynn D. Crawford, Mayor hereby acknowledge that I read and agree to the Legal Considerations described above and part of the NMML Annual Conference RFP packet.

Signature

5/26/26
Date

This attachment referenced on Page 4 Section III - 3.3 of NMML AC 2027-2031 Request for Proposal

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REQUIRED BID ATTACHMENT (2)

CONFERENCE AGREEMENT

This agreement must accompany the bid proposal and signed by the parties indicated below.

The Municipality of Ruidoso wishes to bid for the New Mexico Municipal League 2027 or 2028 or 2029 or 2030 or 2031 Annual Conference. Please list year of conference in the order of preference:

1. 2029 2. _____ 3. _____ 4. _____ 5. _____

September 11-13 or September 19-21

We hereby agree to the terms and conditions as outlined in the RFP January 2023 document.

MUNICIPALITY: Village of Ruidos

PRINT NAME & SIGN: Lynn D. Crawford

TITLE (Mayor or Manager): Mayor

CONVENTION CENTER: Bernadeen Herrera

PRINT NAME & SIGN: Bernadeen Herrera

TITLE: Convention Center Manager

This attachment referenced on Page 6 Section IV - 4.4 of NMML AC 2027-2031 Request for Proposal

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REQUIRED BID ATTACHMENT (3)

HOST CITY FINANCIAL RESPONSIBILITIES AGREEMENT

The municipality shall bear the costs and be responsible, prior to and during scheduled conference (Monday through Friday), for planning, providing or sub-contracting for the following:

A. Waive fees for meeting, exhibition and registration space at all venues, such as municipal/local facilities, social event locations and parking at all venues. Waive set-up and service charges. Waive all audiovisual equipment, electrical and high-speed internet charges.
B. For all meetings, meal functions and off-site social events, provide the following at no cost to NMML: set-ups, tables, chairs, decorations including but not limited to backdrops, draping, lighting, risers, tents, china, glassware, utensils, linens and centerpieces for meals.
C. Provide complimentary on-site copier capable of large copy jobs (with collating & stapling capabilities) for use by NMML staff.
D. Reserve a municipal or private golf course (preferably 18-hole) for the Tuesday afternoon golf outing not less than 12 months before scheduled conference. Waive green fees and cart rentals at public or private golf course for the Tuesday NMML Golf Outing.
E. If required, obtain necessary liquor licenses, special dispenser permits, and other requirements mandated by the State Alcohol & Gaming Division.
F. Provide Decoration and Entertainment for the Wednesday night Welcoming Social/Reception (background music or band), and for the Thursday Closing Social Event (entertainment prior to, during dinner and variety band for dance).
G. If required, provide security as specified by NMML for evening social functions, dignitaries and for exhibits if necessary.
H. Provide complimentary transportation and coordination between hotels/motels, convention center, the airport, and other off-site activity locations.
I. Optional: Provide Host City Gift/Souvenir for attendees' conference bag.
J. Provide adequate staff assistance from various departments which will include evening functions (approximately 10 to 20 depending on venue and needs).

On behalf of Village of Ruidoso (Name of Municipality sending BID), I, the undersigned

(Name and Title) Lynn D. Crawford, Mayor

hereby acknowledge that I read and agree to the terms of the Host City Financial Responsibilities described above and part of the NMML Annual Conference RFP packet (1/29/2026).

Signature

5/26/26
Date

This attachment referenced on Page 6 Section IV - 4.4 of NMML AC 2027-2031 Request for Proposal

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REQUIRED BID ATTACHMENT (4)

PRELIMINARY HOTEL AGREEMENT FORM NMML ANNUAL CONFERENCE HOST CITY BID

This form should be completed and signed by each hotel the Host City proposes for the conference. It confirms the hotel's preliminary agreement to the terms outlined in the NMML Annual Conference RFP. (***Submit separate form for each proposed Hotel.)***

Conference Years Being Bid For (Check all that apply):

- [ ] 2027 NMML Annual Conference **Dates:** _____
- [ ] 2028 NMML Annual Conference **Dates:** _____
- [ ] 2029 NMML Annual Conference **Dates:** Sept 11-14, 2029 or Sept 19-21, 2029
- [ ] 2030 NMML Annual Conference **Dates:** _____
- [ ] 2031 NMML Annual Conference **Dates:** _____

Hotel Information:

- Hotel Name: _____
- Address: _____
- Telephone Number: _____
- Email: _____
- Website: _____
- Contact Person: _____
- Title: _____

Room Block Commitment:

- Number of rooms the hotel agrees to tentatively block for the NMML Annual Conference: _____ (minimum 400 rooms collectively if multiple hotels)
- Number of Suites the hotel agrees to tentatively commit: _____
- Total number of sleeping rooms in hotel (including suites): _____
- Total number of Suites in hotel: _____

Rates:

- Hotel agrees to offer the prevailing GSA Government per diem rate or a group rate, whichever is lower.

- Hotel agrees to honor the same rate for Single and Double occupancy for each room type.
- Hotel agrees to honor conference rates two days prior and two days after the official conference dates.
- **Meeting Facilities:** Does the hotel have meeting facilities? [ ] Yes [ ] No
    - If Yes, please describe each room with square footage and/or set-up capacity:

      _____

      _____

      _____

    - If applicable and required, Hotel agrees to waive meeting space rental and set-up fees: [ ] Yes [ ] No

Hotel Acknowledgment: By signing below, the Hotel acknowledges that it has read and agrees to the preliminary terms outlined in the NMML Annual Conference RFP (Section 3.4) and agrees to enter into a formal contract should the Host City be selected.

Hotel Name: _____

Print Name & Title (Authorized Signatory): _____

Signature: _____

Date: _____

This attachment referenced on Page 7 Section IV - 4.4 of NMML AC 2027-2031 Request for Proposal

NMML ANNUAL CONFERENCE BID – MEETINGS/EVENTS SPACE ALLOCATION REQUIREMENTS

Please complete table below and return along with bid by May 15, 2026.

DAY/TIME	EVENT	PROPOSED LOCATION	REQUIRED SPACE & SET-UP
MONDAY			
12:00 – 5:00 pm	NMML Office / Storage		4 tables along walls, 8 chairs
2:00 – 4:30 pm	Bag Stuffing		6 tables – near registration Area (temporary set up)
TUESDAY			
9:00 am – 3:00 pm	Exhibits set- up		10,000 Sq. Ft. of Exhibit space for 60 exhibits + registration area
10:00 am – 3:00 pm	Community Service Project		N/A
11:30 am – 6:00 pm	Delegate Golf Outing		Existing
3:30 – 6:30 pm	Registration		Exhibit Hall / Lobby
WEDNESDAY			
8:00 am – 5:00 pm	Registration & Exhibit Program		Exhibit Hall / Lobby
7:00 – 8:30 am	Breakfast with Exhibitors		Exhibit Hall / Lobby
8:30 am – 11:30 am	Mayors & Governing Body Caucus		Classroom or Theater for 125

WEDNESDAY - *Continued*			
8:30 – 11:00 am	NM City Management Association		Classroom x 50 + AV
8:30 – 11:00 am	NMMCFOA & NMGFOA		Classroom x 80 + AV
8:30 – 11:00 am	NMMJA & NMMCCA		Hollow Square or Conf. table x 20
8:30 – 11:00 am	NM Association of Chiefs of Police		Hollow Square x 40 + AV
8:30 – 11:00 am	NM Fire Chiefs Association		Hollow Square x 40 + AV
8:30 – 11:00 am	NM Environmental Quality Association		Hollow Square x 40 + AV
8:30 – 11:00 am	NM Municipal Librarians Association		"U" x 30 + AV
11:30 am – 12:45 pm	Informal Luncheon with Exhibitors		Rounds of 8 for 600 + AV
12:45 – 2:30 pm	Opening General Session		Rounds of 8 for 600 + AV
2:30 – 3:00 pm	Break with Exhibitors		Exhibit Hall
3:00 – 4:15 pm	Workshop 1		Classroom or Theater x 150 + AV
3:00 – 4:15 pm	Workshop 2		Classroom or Theater x 100 + AV
3:00 – 4:15 pm	Workshop 3		Classroom or Theater x 150 + AV
3:00 – 4:15 pm	Workshop 4		Classroom or Theater x 100 + AV

WEDNESDAY - *Continued*			
4:15 – 5:00 pm	Break with Exhibitors		Exhibit Hall
4:15 – 4:30 pm	Credentials Committee		Conference table for 8 – No AV
4:30 – 5:30 pm	Resolutions Committee		Classroom or theater for 150 – No AV
6:00 – 9:00 pm	Welcome Reception		TBD / Host City
THURSDAY			
6:30 – 8:00 am	5K Run/3K Walk & Breakfast		Registration table, 3 chairs
7:30 am – 12:00 noon	Registration & Exhibit Program		Exhibit Hall / Lobby
7:30 – 9:00 am	Breakfast with Exhibitors		Exhibit Hall / Lobby
9:00 – 10:00 am	Workshop 5		Classroom or Theater x 150 + AV
9:00 – 10:00 am	Workshop 6		Classroom or Theater x 100 + AV
10:00 – 10:30 am	Break with Exhibitors		Exhibit Hall
10:30 – 11:30 am	Workshop 7		Classroom or Theater x 150 + AV
10:30 – 11:30 am	Workshop 8		Classroom or Theater x 100 + AV
11:30 am – 2:00 pm	Exhibitors break down		N/A
11:45 – 12:45 pm	Closing General Session		Rounds x 600 + AV
12:45 – 2:00 pm	Past Presidents Luncheon		Rounds x 600 + AV

THURSDAY - *Continued*			
2:15 – 4:00 pm	NMML Annual Business Meeting		Classroom or Theater x 150 – no AV
6:30 pm – 12:00 am	Theme Night		Rounds x 500 + stage for entertainment + dance floor
FRIDAY			
8:00 – 10:00 am	Closing Breakfast	Usually held at headquarter hotel	Rounds x 100

CANCELLATION POLICY:

Deposits and rental payments are no-refundable except in cases where the Village is unable to deliver possession of the facilities or a second Lessee rebooks the cancelled facility for equal or greater economic benefit to the Village.

HOLIDAY CHARGES:

On the following holidays the above rates will be increased by 50%:

- New Year's Eve
- New Year's Day
- Easter Sunday
- Memorial Day
- Independence Day (July 4th)
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

Inclusive of all Village of Ruidoso's holidays observed (no discounts on holidays).

MOVE-IN/MOVE-OUT DAYS:

It is $150 for the first move-in day and $150 for the first move-out day. Additional move-in/move-out days shall be charged $250 per day. This rate applies to the hours of 6am – 10pm.

RENTAL FEES:

Fees shall be adjusted on an annual basis, based on the Consumer Price Index, commencing January 1 of each year.

Room rentals are from 6am – 10pm. After 10pm, rates are $100 per hour.

ROOM SET UP CHANGEOVERS:

Changeovers made within any one-day rental period will be charged a minimum of $50. The final fee shall be at the discretion of the Village Manager or Designee.

All room rental is to be paid in advance. Payment schedule is as follows:

- Beyond Two Years:
    - $250 or 10% of the total cost, whichever is greater upon contract signing
    - A total of 20% two years' out
    - A total of 50% one-year out
    - Full payment six months' out
- Two Years or Less:
    - 20% of total room rental cost upon contract signing
    - A total of 50% one-year out
    - Full payment six months' out

- One Year or Less:
  - 50% of total room rental cost upon contract signing
  - Full payment six months' out
- Six Months or Less:
  - Full payment upon contract signing

*Rates are subject to change without notice.

We accept company checks, personal checks, Visa/Mastercard, purchase orders and cash.

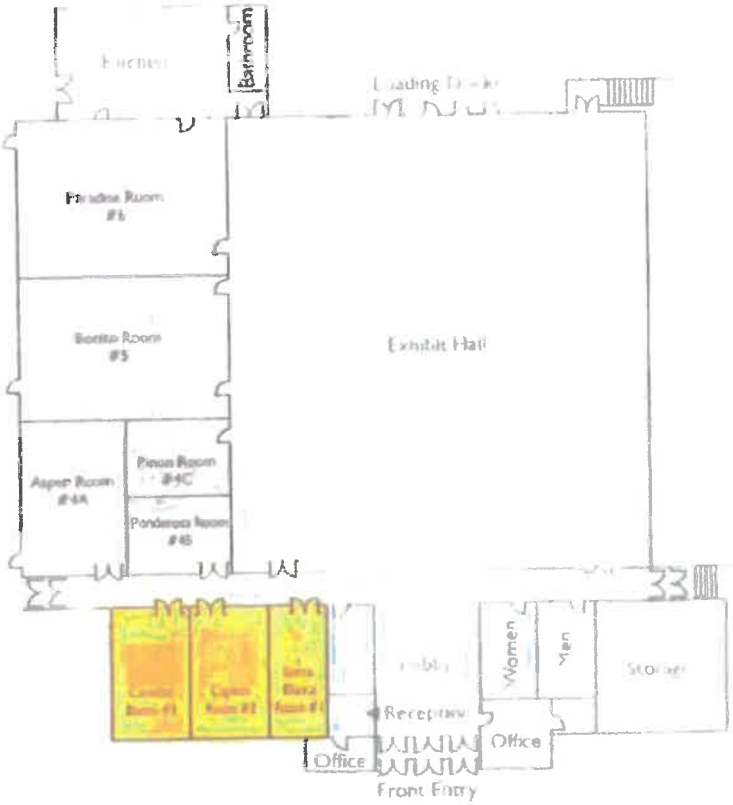
NMML ANNUAL CONFERENCE BID – MEETINGS/EVENTS SPACE ALLOCATION REQUIREMENTS

RCC - Ruidoso Convention Center
MCM - MCM Elegante Hotel

DAY	EVENT	PROPOSED LOCATION	REQUIRED SPACE & SET-UP
MONDAY			
12:00 – 5:00 pm	NMML Office / Storage	RCC	4 tables along walls, 8 chairs
2:00 – 4:30 pm	Bag Stuffing	RCC	6 tables – near registration Area (temporary set up)
TUESDAY			
9:00 am – 3:00 pm	Exhibits set- up	RCC	10,000 Sq. Ft. of Exhibit space for 60 exhibits + registration area
10:00 am – 3:00 pm	Community Service Project	RCC	N/A
11:30 am – 6:00 pm	Delegate Golf Outing	The Links Golf Course	Existing
3:30 – 7:30 pm	Registration	RCC Lobby	Exhibit Hall / Lobby
WEDNESDAY			
7:00 am – 5:00 pm	Registration & Exhibit Program	RCC	Exhibit Hall / Lobby
7:00 – 8:30 am	Breakfast with Exhibitors	RCC	Exhibit Hall / Lobby
8:30 am – 11:30 am	Governing Body Caucus	RCC Room 5	Classroom or Theater for 125
8:30 – 11:00 am	NM City Management Association	RCC Room 4A	Classroom x 50 + AV
8:30 – 11:00 am	CFOA & GFOA	RCC Room 5	Classroom x 80 + AV
8:30 – 11:00 am	NM Municipal Judges Association	RCC Room 3	Hollow Square or Conf. table x 20
8:30 – 11:00 am	NM Association of Chiefs of Police	RCC Room 1	Hollow Square x 40 + AV
8:30 – 11:00 am	NM Fire Chiefs Association	RCC Room 2	Hollow Square x 40 + AV
8:30 – 11:00 am	NM Environmental Quality Association	RCC Rooms 4B & 4C	Hollow Square x 40 + AV
8:30 – 11:00 am	NM Municipal Librarians Association	RCC	"U" x 30 + AV
11:30 am – 12:45 pm	Informal Luncheon with Exhibitors	RCC Exhibit Hall	Rounds of 8 for 600 + AV
12:45 – 2:30 pm	Opening General Session	RCC Exhibit Hall	Rounds of 8 for 600 + AV
2:30 – 3:00 pm	Break with Exhibitors	RCC Exhibit Hall	Exhibit Hall

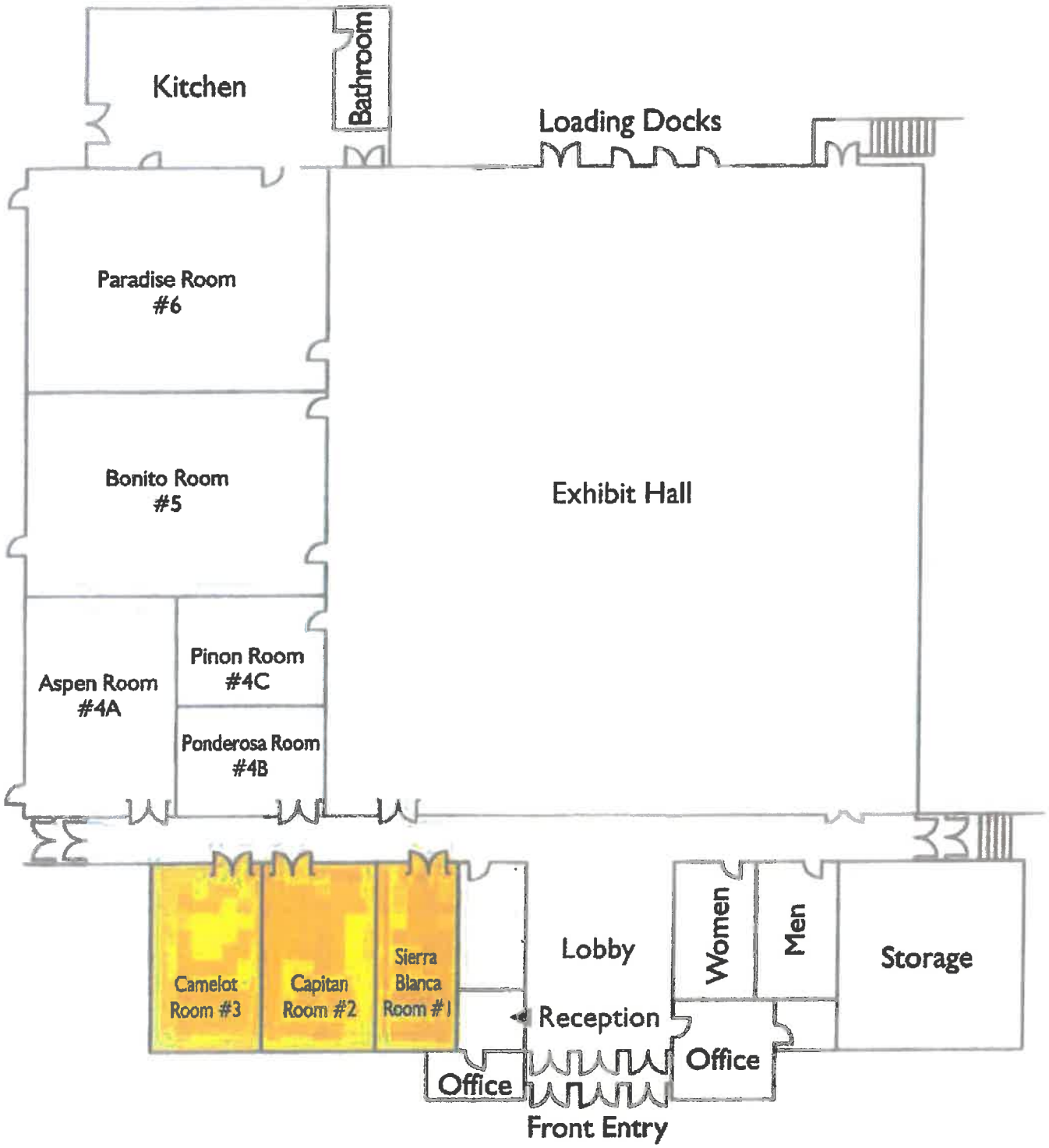
DAY	EVENT	PROPOSED LOCATION	SET-UP
3:00 – 4:15 pm	Workshop 1	RCC Room 5	Classroom or Theater x 150 + AV
3:00 – 4:15 pm	Workshop 2	RCC Room 4A	Classroom or Theater x 100 + AV
3:00 – 4:15 pm	Workshop 3	RCC Room 6	Classroom or Theater x 150 + AV
3:00 – 4:15 pm	Workshop 4	RCC Room 4B & 4C	Classroom or Theater x 100 + AV
4:15 – 5:00 pm	Break with Exhibitors	RCC Exhibit Hall	Exhibit Hall
4:15 – 4:30 pm	Credentials Committee	MCM	Conference table for 8 – No AV
4:30 – 5:30 pm	Resolutions Committee	RCC Rooms 1, 2 & 3	Classroom or theater for 150 – No AV
6:00 – 9:00 pm	Welcome Reception	RCC	TBD / Host City
THURSDAY			
6:30 – 8:00 am	5K Run / 3K Walk and Breakfast	The Links Golf Course	Registration table, 3 chairs
7:30 am – 12:00 noon	Registration & Exhibit Program	RCC	Exhibit Hall / Lobby
7:30 – 9:00 am	Breakfast with Exhibitors	RCC	Exhibit Hall / Lobby
9:00 – 10:00 am	Workshop 5	RCC Room 5	Classroom or Theater x 150 + AV
9:00 – 10:00 am	Workshop 6	RCC Room 4A	Classroom or Theater x 100 + AV
10:00 – 10:30 am	Break with Exhibitors	RCC	Exhibit Hall
10:30 – 11:30 am	Workshop 7	RCC Room 6	Classroom or Theater x 150 + AV
10:30 – 11:30 am	Workshop 8	RCC Rooms 1, 2 & 3	Classroom or Theater x 100 + AV
11:30 am – 2:00 pm	Exhibitors break down	RCC	N/A
11:45 – 12:45 pm	Closing General Session	RCC Exibit Hall	Rounds x 600 + AV
12:45 – 2:00 pm	Past Presidents Luncheon	RCC Exibit Hall	Rounds x 600 + AV
2:15 – 4:00 pm	NMML Annual Business Meeting	RCC Room 5	Classroom or Theater x 150 – no AV
6:30 pm – 12:00 am	Theme Night	RCC Exhibit Hall	Rounds x 500 + stage for entertainment + dance floor
FRIDAY			
8:00 – 10:00 am	Closing Breakfast	Usually held at main hotel	Rounds x 100

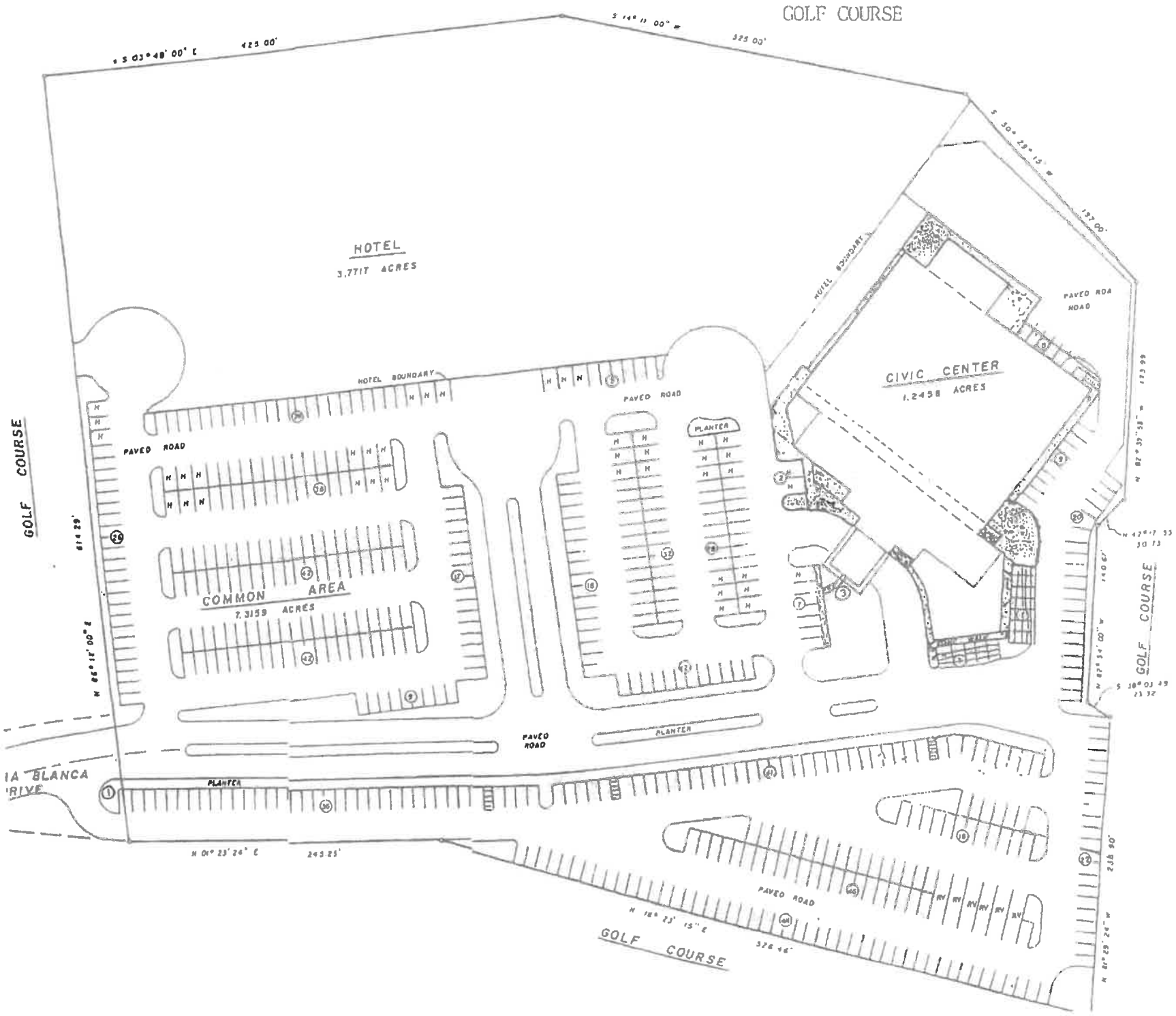
CONVENTION CENTER FLOORPLAN



Room Number	Area sq.ft.	Dimensions ft.	Seating Capacity			Exhibits 10 x 10	Ceiling Height
			Theatre	Classroom	Banquet		
1	638	22 x 29	60	36	40		12
2	638	22 x 29	60	36	40		12
3	667	23 x 29	60	36	40		12
1/2	1,276	44 x 29	130	64	88		12
2/3	1,305	45 x 29	130	64	88		12
1/2/3	1,943	67 x 29	200	96	136		12
4A	1,160	29 x 40	100	60	80		16
4B	540	30 x 18	60	36	40		16
4C	630	30 x 21	60	36	40		16
4A/B/C	2,419	59 x 41	200	100	160		16
5	2,537	59 x 43	200	100	160		16
6	2,478	59 x 42	200	100	160		16
4/5/6	7,434	59 x 126	600	300	480	42	16
Exhibit Hall	14,994	119 x 126	1,200	600	800	88	16
Exhibit Hall 4/5/6	22,428	178 x 126	2,000	900	1,280	130	20/16

FLOOR PLAN


Kitchen
Bathroom
Loading Docks
Paradise Room
#6
Bonito Room
#5
Exhibit Hall
Aspen Room
#4A
Pinon Room
#4C
Ponderosa Room
#4B
Camelot
Room #3
Capitan
Room #2
Sierra
Blanca
Room #1
Lobby
Women
Men
Storage
Reception
Office
Office
Front Entry


GOLF COURSE
HOTEL
3.7717 ACRES
HOTEL BOUNDARY
PAVED ROAD
CIVIC CENTER
1.2458 ACRES
COMMON AREA
7.3159 ACRES
PLANTER
GOLF COURSE
PAVED ROAD
PLANTER
PAVED ROAD
GOLF COURSE
PAVED ROAD
GOLF COURSE

SERVICE LIST

Audio Visual

Easels

___ Dry Board	$20.00/day
___ Flipchart w/paper	$25.00/day
___ Easels	$5.00 /day

Microphones

___ Standard Wired Mic	$15.00/day
___ Wireless Handheld	$55.00/day
___ Wireless Lapel	$55.00/day
___ 4-Channel Mixer	$30.00/day
___ 12-Channel Mixer	$75.00/day

Podium

___ Table Top	no charge
___ Standing	no charge

Projectors

___ LCD	$100.00/day

Screens

___ 4' 40"x40"	$35.00/day
___ 6' 72"x72"	$40.00/day
___ 7' 84"x84"	$45.00/day
___ 8' 96"x96"	$50.00/day
___ 10'x14'	$150.00/day

Miscellaneous

___ Laser Pointers (6)	$20.00/day

Replacement

___ Extension Cords	$15.00/each
___ Power Strips	$10.00/each
___ Skirts	$65.00/each
___ Tablecloths	$15.00/each

Convention Services

Dance Floor

Initial Set-up Fee	$100.00
___ 4x4 Sections (56)	$5.00/each

8'x8'sq=4sec	16'x16'=16sec	24'x24'=36sec
28'x28'sq=49sec	20'x20'=25sec	28'x32'=56sec

___ Repositioning (each time) $100.00

Stage

___ 6x8 Sections (12)	$30.00/each
___ Repositioning (each time)	$50.00

Linen

___ Table Cloths (black, gray, white)	$10.00/each
___ Skirts (Burgundy, Black/Gray)	$15.00/each
___ Pipe & Drape (black)	$3.00/foot

Miscellaneous

___ Extension Cords (all sizes)	$10.00 ea.
___ Gaffers Tape	$38.00 per roll
___ Artist Tape	**$10.00 per roll**
___ Power Strips	$5.00 ea.
___ Velcro	$16.00/box
___ Aerial Lift (one hour minimum)	$50.00 per hr.

Office

___ Copies	color $.15	B&W $.10/sheet
___ Fax		$1.00 first
each additional page		$.25/sheet

** Prices subject to change without notice

audio/visual & convention services

www.RuidosoConventionCenter.com/AV-Convention-Services

AUDIO VISUAL EQUIPMENT

- Portable Sound System.....$125.00/day
- Microphones:
  - Tabletop/Podium Mic $15.00/day
  - Shure Wireless Handheld $55.00/day
  - Shure Wireless Lapel $55.00/day
- Mixers:
  - 4-Channel Mixer.....$30.00/day
  - 12-Channel Mixer.....$75.00/day
- Podium:
  - Tabletop .....No charge
  - Standing .....No charge
- Projectors (LCD)

SCREENS

- 4' (40"x40") $35.00/day
- 6' (72"x72") $40.00/day
- 7' (84"x84") $45.00/day
- 8' (96"x96") $50.00/day
- 10'x14' $150.00/day

CONVENTION SERVICES

- Dance Floor:
  - 8'x8' (4 sections .....$5.00/day per section
  - 16'x16' (16 sections)
  - 20'x20' (25 sections)
  - 24'x24' (36 sections)
  - 28'x28' (49 sections)
  - 28'x32' (56 sections)
  - Repositioning Fee.....$100.00 each time
  - Initial Set-up Fee $100.00
- Stage:
  - 6x8 Sections (12)..... $30.00/each
  - Repositioning Fee.....$50.00

LINENS

- Table Cloths (Black, Gray, White) .....$10.00 each
- Skirts (Burgundy, Black/Gray).....$15.00 each
- Pipe & Drape (Black) $3.00/foot

MISCELLANEOUS EQUIPMENT

- Easels
  - Dry Board $20.00/day
  - Flipchart w/Paper.....$25.00/day
- Laser Pointers (6).....$20.00/day
- DVD Player.....$25.00/day

REPLACEMENT AND ACCESSORIES

- Extension Cords (all sizes).....$10.00 each
- Power Strips .....$5.00 each
- Velcro.....$16.00/box
- Gaffers Tape .....$45.00 per roll
- Artist Tape .....$15.00 per roll
- Aerial Lift
  - One Hour Minimum $50.00/hr
  - Daily Rate $150.00/day

OFFICE SERVICES

- Copies:
  - B&W.....$0.10/sheet
  - Color $0.15/sheet
- Fax:
  - First Page.....$1.00
  - Additional Pages.....$0.25/sheet

Ruidoso Convention Center Room Rates

Room	Size	Sq. Feet	Theater	Classroom	Banquet	Level 1 Price Thurs.-Sun. Apr. to Oct.	Level 2 Price Mon.-Wed. Apr.-Oct. 25% discount	Level 3 Price Any day Nov. to Mar. 50% discount
1	22x29	638	60	36	40	$229.00	$171.75	$114.50
2	22x29	638	60	36	40	$229.00	$171.75	$114.50
3	23x29	667	60	36	40	$229.00	$171.75	$114.50
1 & 2	29x44	1, 276	130	64	88	$458.00	$343.50	$229.00
2 & 3	29x45	1, 305	130	64	88	$458.00	$343.50	$229.00
1, 2 & 3	29x67	1,943	200	96	136	$687.00	$515.25	$343.50
4A	29x40	1, 160	100	60	72	$301.00	$225.75	$150.50
4B	18x30	540	60	36	40	$151.00	$113.25	$75.50
4C	21x30	630	60	36	40	$151.00	$113.25	$75.50
4 ABC	41x59	2, 419	200	100	160	$489.00	$366.75	$244.50
5	43x59	2, 537	200	100	160	$489.00	$366.75	$244.50
6	42x59	2, 478	200	100	160	$489.00	$366.75	$244.50
4 & 5	59x84	4, 956	400	200	320	$978.00	$733.50	$489.00
5 & 6	59x85	5, 015	400	200	320	$978.00	$733.50	$489.00
4, 5 & 6	59x126	7, 434	600	300	480	$1,467.00	$1,100.25	$733.50
Exhibit Hall	119x126	14, 994	1,200	600	800	$1,502.00	$1,126.50	$751.00
Entire Facility		24,371				$3,000.00	$2,250.00	$1,500.00

Kitchen Use (non-exclusive)	$250.00
Excess Cleaning/Damage deposit	$250.00
Concert or Dance Deposit	$500.00
Kitchen Deposit	$250.00

approved caterers

www.RuidosoConventionCenter.com/Catering

NAME	CONTACT	PHONE NUMBER
Casa Blanca 501 Mechem Ruidoso, NM 88345	Chon Caswell	575-937-9363 Catering@casablancaruidoso.com
Cory's Catering P.O. Box 55 Glencoe NM 88324	Corinne and Fabian Prudencio	575-937-1036 fcpprudencio@yahoo.com
Dr. Munchie Y Mas Food Truck	Chris Mendoza	575-937-8150 Menchiesymas23@gmail.com
K-Bobs Steakhouse 157 Hwy 70 W Ruidoso Downs, NM 88346	Eric Saenz	575-378-0025 Ericsaenz@flyingwdiamond.net
MCM Elegante' Lodge and Resort	Traci Crawford	575-258-5445 sales@ruidosoconventioncenter.com
Schlotzsky's 2812 Sudderth Ruidoso NM 88355	Curtis Williamson	575-257-7811 Bestbuns@windstream.net
Texas Club 212 Metz Ruidoso, NM 88345	Chon Caswell	Catering@texasclubruidoso.com www.texasclubruidoso.com
Village Buttery 2107 Sudderth Drive Ruidoso, NM 88345	Elliott Taylor	575-257-9251 (office) 575-937-4179 (cell) thevillagebuttery@yahoo.com

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 3.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: June 2, 2026

Re: Discussion on Participation in Federal Communications Commission (FCC) Auction No. 114 for 132 Commercial FM Construction Permits.

Item Summary:

Discussion on Participation in Federal Communications Commission (FCC) Auction No. 114 for 132 Commercial FM Construction Permits.

Financial Impact:

A list of the Construction Permits for auction is attached, and it includes the proposed minimum bid for each opportunity. Departments must have available budget funds in their account line items in order to purchase.

Item Discussion:

This is an opportunity to purchase a Commercial FM Construction Permit through auction.

Recommendations:

To Discuss Participation in Federal Communications Commission (FCC) Auction No. 114 for 132 Commercial FM Construction Permits.

ATTACHMENTS:
FCC - Auction 114 List of CP Opportunities.pdf

Auction 114 — FM Broadcast
DA 26-444
Attachment A

Construction Permit		Market		Channel	Class	Coordinates								Bidding Units	Upfront Payment	Minimum Opening
		State	City			Latitude				Longitude						
MM-FM1172-A	*	AK	Kotzebue	280	A	66	53	58	N	162	35	10	W	750	$750	$750
MM-FM1173-A	*	AK	Yakutat	280	A	59	33	19	N	139	44	38	W	500	$500	$500
MM-FM1174-A	*	AL	Camden	230	A	31	57	18	N	87	15	51	W	1,500	$1,500	$1,500
MM-FM1176-C3	*	AL	Thomaston	280	C3	32	16	50	N	87	38	6	W	5,000	$5,000	$5,000
MM-FM1179-C2	*	AZ	Ehrenberg	228	C2	33	36	54	N	114	24	17	W	5,000	$5,000	$5,000
MM-FM1183-C2	*	AZ	Snowflake	259	C2	34	27	30	N	110	12	52	W	10,000	$10,000	$10,000
MM-FM1193-C3	*	CO	Battlement Mesa	275	C3	39	26	33	N	107	58	3	W	25,000	$25,000	$25,000
MM-FM1194-A	*	CO	Dotsero	261	A	39	38	59	N	107	3	32	W	10,000	$10,000	$10,000
MM-FM1204-A	*	LA	Oil City	285	A	32	44	12	N	94	8	11	W	7,500	$7,500	$7,500
MM-FM1270-A	*	MO	Bourbon	231	A	38	5	0	N	91	15	1	W	7,500	$7,500	$7,500
MM-FM1271-A	*	MO	Cuba	269	A	37	59	31	N	91	25	55	W	10,000	$10,000	$10,000
MM-FM1272-A	*	MO	Wheatland	272	A	37	58	44	N	93	26	50	W	5,000	$5,000	$5,000
MM-FM1213-A	*	MS	McLain	245	A	31	5	54	N	88	41	55	W	5,000	$5,000	$5,000
MM-FM1216-C1	*	MT	Valier	289	C1	48	18	18	N	112	15	33	W	5,000	$5,000	$5,000
MM-FM1218-A	*	NH	Groveton	268	A	44	37	43	N	71	25	53	W	5,000	$5,000	$5,000
MM-FM1219-A	*	NH	Stratford	254	A	44	43	54	N	71	34	8	W	5,000	$5,000	$5,000
MM-FM1221-C1	*	NM	Animas	279	C1	31	56	50	N	108	28	47	W	750	$750	$750
MM-FM1223-C	*	NM	Des Moines	287	C	36	52	21	N	103	51	15	W	5,000	$5,000	$5,000
MM-FM1224-C3	*	NM	Lovington	269	C3	32	52	43	N	103	19	14	W	10,000	$10,000	$10,000
MM-FM1228-A	*	NY	Keeseville	231	A	44	31	45	N	73	31	59	W	25,000	$25,000	$25,000
MM-FM1232-A	*	OK	Wayne	266	A	34	56	33	N	97	9	46	W	10,000	$10,000	$10,000
MM-FM1233-A	*	OK	Wright City	295	A	34	4	44	N	94	51	16	W	5,000	$5,000	$5,000
MM-FM1234-C1	*	OR	Huntington	228	C1	44	20	60	N	117	17	53	W	10,000	$10,000	$10,000
MM-FM1237-C1	*	TX	Big Lake	281	C1	31	36	3	N	101	37	6	W	20,000	$20,000	$20,000
MM-FM1239-C1	*	TX	Canadian	285	C1	35	57	35	N	100	24	24	W	10,000	$10,000	$10,000
MM-FM1244-A	*	TX	Groom	273	A	35	11	2	N	101	1	20	W	750	$750	$750
MM-FM1252-A	*	TX	Trinity	251	A	31	2	9	N	95	11	51	W	5,000	$5,000	$5,000
MM-FM1253-C3	*	TX	Wellington	253	C3	34	49	0	N	100	22	1	W	1,500	$1,500	$1,500
MM-FM325-A	*	VT	Hardwick	290	A	44	30	18	N	72	22	22	W	5,000	$5,000	$5,000
MM-FM1261-A	*	WY	Lusk	242	A	42	44	43	N	104	31	18	W	500	$500	$500
MM-FM1262-C1	*	WY	Manville	255	C1	42	46	45	N	104	37	4	W	2,500	$2,500	$2,500
MM-FM1265-C3	*	WY	Rozet	256	C3	44	16	41	N	105	12	22	W	10,000	$10,000	$10,000
MM-FM1266-A	*	WY	Wamsutter	285	A	41	39	56	N	107	58	13	W	500	$500	$500
MM-FM1274-A		AR	Hermitage	300	A	33	25	0	N	92	4	31	W	5,000	$5,000	$5,000
MM-FM1275-C3		AR	Strong	296	C3	33	14	0	N	92	18	1	W	20,000	$20,000	$20,000
MM-FM1276-C2		AZ	Aguila	297	C2	33	56	32	N	113	15	39	W	5,000	$5,000	$5,000
MM-FM1277-C1		AZ	Leupp	293	C1	35	37	0	N	111	8	3	W	5,000	$5,000	$5,000
MM-FM1278-C2		AZ	Parker	257	C2	34	7	22	N	114	12	43	W	25,000	$25,000	$25,000
MM-FM1279-C3		AZ	Paulden	228	C3	34	52	16	N	112	33	3	W	25,000	$25,000	$25,000
MM-FM1280-A		AZ	Peach Springs	287	A	35	33	18	N	113	18	2	W	750	$750	$750
MM-FM1281-A		AZ	Pima	296	A	32	49	46	N	109	45	18	W	15,000	$15,000	$15,000
MM-FM1282-C3		AZ	Wickenburg	229	C3	33	53	49	N	112	54	48	W	10,000	$10,000	$10,000
MM-FM1283-C		CA	Alturas	277	C	41	31	30	N	120	19	49	W	7,500	$7,500	$7,500
MM-FM1284-A		CA	Cedarville	238	A	41	25	10	N	120	8	24	W	750	$750	$750
MM-FM1285-A		CA	Earlimart	228	A	35	53	3	N	119	16	20	W	25,000	$25,000	$25,000
MM-FM1286-A		CA	Firebaugh	234	A	36	51	30	N	120	27	16	W	15,000	$15,000	$15,000
MM-FM1287-A		CA	Kettleman City	299	A	35	59	42	N	119	58	9	W	20,000	$20,000	$20,000
MM-FM1288-A		CA	Portola	258	A	39	46	8	N	120	26	12	W	5,000	$5,000	$5,000
MM-FM1289-A		CA	Tecopa	256	A	35	50	48	N	116	13	27	W	750	$750	$750
MM-FM1290-A		CA	Visalia	241	A	36	20	9	N	119	3	50	W	30,000	$30,000	$30,000
MM-FM1291-C3		CO	Calhan	284	C3	38	54	13	N	104	11	18	W	10,000	$10,000	$10,000
MM-FM1292-C1		CO	Dinosaur	262	C1	40	3	26	N	108	39	48	W	10,000	$10,000	$10,000
MM-FM1293-A		CO	Idalia	231	A	39	42	6	N	102	17	32	W	750	$750	$750
MM-FM1294-A		CO	Lake City	247	A	38	1	47	N	107	18	54	W	2,500	$2,500	$2,500
MM-FM1295-C2		CO	Olathe	270	C2	38	36	18	N	107	58	56	W	20,000	$20,000	$20,000
MM-FM1296-C		CO	Olathe	293	C	38	41	42	N	107	44	27	W	25,000	$25,000	$25,000

Construction Permit	Market		Channel	Class	Coordinates								Bidding Units	Upfront Payment	Minimum Opening
	State	City			Latitude				Longitude						
MM-FM1297-A	CO	Walden	226	A	40	43	14	N	106	23	3	W	750	$750	$750
MM-FM1298-C3	CO	Yampa	277	C3	40	16	20	N	107	0	39	W	15,000	$15,000	$15,000
MM-FM1299-C3	FL	Big Coppitt Key	265	C3	24	39	34	N	81	32	17	W	20,000	$20,000	$20,000
MM-FM1300-A	FL	Otter Creek	240	A	29	16	53	N	82	51	41	W	5,000	$5,000	$5,000
MM-FM1301-A	GA	Plains	290	A	32	6	52	N	84	16	10	W	15,000	$15,000	$15,000
MM-FM1302-C3	HI	Kekaha	298	C3	22	2	8	N	159	46	55	W	10,000	$10,000	$10,000
MM-FM1303-A	HI	Koloa	272	A	21	58	24	N	159	29	45	W	25,000	$25,000	$25,000
MM-FM1304-A	HI	Lihue	296	A	22	0	0	N	159	21	0	W	20,000	$20,000	$20,000
MM-FM1305-C3	HI	Princeville	236	C3	22	12	0	N	159	30	0	W	10,000	$10,000	$10,000
MM-FM1306-A	HI	Puhi	280	A	21	58	24	N	159	29	45	W	25,000	$25,000	$25,000
MM-FM1307-C3	HI	Waimea	224	C3	22	2	0	N	159	38	0	W	10,000	$10,000	$10,000
MM-FM1308-A	IA	Asbury	254	A	42	29	23	N	90	46	57	W	20,000	$20,000	$20,000
MM-FM1309-C3	IA	Keosauqua	271	C3	40	43	45	N	92	3	1	W	15,000	$15,000	$15,000
MM-FM1310-A	IA	Rudd	268	A	43	7	34	N	92	54	21	W	25,000	$25,000	$25,000
MM-FM1311-A	IL	Cedarville	258	A	42	21	50	N	89	40	59	W	25,000	$25,000	$25,000
MM-FM1312-B1	IL	Mattoon	245	B1	39	23	17	N	88	17	21	W	25,000	$25,000	$25,000
MM-FM1313-A	IN	Columbus	228	A	39	9	6	N	85	52	9	W	25,000	$25,000	$25,000
MM-FM1314-A	IN	Fowler	291	A	40	38	5	N	87	18	46	W	10,000	$10,000	$10,000
MM-FM1315-A	IN	Madison	265	A	38	49	15	N	85	18	46	W	25,000	$25,000	$25,000
MM-FM1316-C3	KS	Council Grove	281	C3	38	39	42	N	96	29	19	W	15,000	$15,000	$15,000
MM-FM1317-A	LA	Florien	222	A	31	26	40	N	93	20	41	W	7,500	$7,500	$7,500
MM-FM1318-C2	LA	Golden Meadow	289	C2	29	14	1	N	90	15	0	W	20,000	$20,000	$20,000
MM-FM1319-A	LA	Hornbeck	269	A	31	18	43	N	93	28	13	W	10,000	$10,000	$10,000
MM-FM1320-C3	LA	Wisner	300	C3	32	5	29	N	91	28	57	W	10,000	$10,000	$10,000
MM-FM1321-A	MA	West Tisbury	282	A	41	22	52	N	70	40	28	W	20,000	$20,000	$20,000
MM-FM1322-C3	MI	Bear Lake	264	C3	44	30	47	N	86	5	45	W	25,000	$25,000	$25,000
MM-FM1323-C3	MO	Bunker	292	C3	37	31	10	N	91	19	39	W	7,500	$7,500	$7,500
MM-FM1324-A	MO	Eminence	281	A	37	14	30	N	91	26	1	W	2,500	$2,500	$2,500
MM-FM1325-C3	MS	Greenwood	230	C3	33	35	25	N	90	18	55	W	25,000	$25,000	$25,000
MM-FM1326-C2	MT	Cut Bank	265	C2	48	43	59	N	112	11	10	W	5,000	$5,000	$5,000
MM-FM1327-A	MT	Huntley	284	A	46	1	30	N	108	18	0	W	25,000	$25,000	$25,000
MM-FM1328-A	ND	Beulah	250	A	47	17	15	N	101	45	48	W	3,500	$3,500	$3,500
MM-FM1329-C1	ND	Medina	222	C1	46	53	39	N	99	7	46	W	15,000	$15,000	$15,000
MM-FM1330-C1	ND	Sarles	290	C1	48	47	12	N	99	14	36	W	7,500	$7,500	$7,500
MM-FM1331-A	NH	Enfield	282	A	43	38	30	N	72	8	42	W	20,000	$20,000	$20,000
MM-FM1332-C2	NM	Carrizozo	261	C2	33	28	30	N	105	46	20	W	10,000	$10,000	$10,000
MM-FM1333-C1	NV	Owyhee	247	C1	41	55	26	N	116	11	19	W	750	$750	$750
MM-FM1334-A	OH	Dennison	272	A	40	23	54	N	81	21	33	W	25,000	$25,000	$25,000
MM-FM1335-C2	OK	Arnett	293	C2	36	2	45	N	99	56	23	W	5,000	$5,000	$5,000
MM-FM1336-A	OK	Coalgate	242	A	34	35	0	N	96	10	1	W	5,000	$5,000	$5,000
MM-FM1337-A	OK	Cordell	229	A	35	23	24	N	98	59	37	W	10,000	$10,000	$10,000
MM-FM1338-A	OK	Covington	290	A	36	18	26	N	97	31	32	W	5,000	$5,000	$5,000
MM-FM1339-A	OK	Savanna	275	A	34	46	0	N	95	50	1	W	15,000	$15,000	$15,000
MM-FM1340-A	OR	Diamond Lake	251	A	43	10	52	N	122	8	19	W	750	$750	$750
MM-FM1341-A	PA	Liberty	298	A	41	29	28	N	77	12	21	W	15,000	$15,000	$15,000
MM-FM1342-C1	SD	Edgemont	289	C1	43	32	32	N	104	4	14	W	7,500	$7,500	$7,500
MM-FM1343-A	TX	Asherton	284	A	28	22	59	N	99	45	1	W	3,500	$3,500	$3,500
MM-FM1344-C	TX	Balmorhea	283	C	30	44	7	N	103	42	39	W	15,000	$15,000	$15,000
MM-FM1345-A	TX	Big Lake	246	A	31	11	34	N	101	20	54	W	1,500	$1,500	$1,500
MM-FM1346-A	TX	Bruni	293	A	27	29	13	N	98	51	1	W	2,500	$2,500	$2,500
MM-FM1347-C3	TX	Camp Wood	251	C3	29	42	54	N	100	0	57	W	1,500	$1,500	$1,500
MM-FM1348-A	TX	Dickens	294	A	33	40	43	N	100	45	2	W	5,000	$5,000	$5,000
MM-FM1349-A	TX	Dilley	291	A	28	36	7	N	99	6	22	W	750	$750	$750
MM-FM1350-A	TX	George West	292	A	28	20	34	N	98	14	46	W	3,500	$3,500	$3,500
MM-FM1351-A	TX	Goree	277	A	33	30	0	N	99	30	1	W	1,500	$1,500	$1,500
MM-FM1352-A	TX	Groom	223	A	35	10	49	N	101	1	48	W	2,500	$2,500	$2,500
MM-FM1353-A	TX	Hamilton	263	A	31	39	49	N	98	21	30	W	2,500	$2,500	$2,500
MM-FM1354-A	TX	Knox City	293	A	33	25	55	N	99	47	44	W	1,500	$1,500	$1,500
MM-FM1355-A	TX	Leakey	299	A	29	41	59	N	99	53	42	W	1,500	$1,500	$1,500
MM-FM1356-C2	TX	Los Ybanez	253	C2	32	43	22	N	102	1	52	W	7,500	$7,500	$7,500
MM-FM1357-C2	TX	Matador	276	C2	33	58	51	N	101	4	47	W	5,000	$5,000	$5,000

Construction Permit		Market		Channel	Class	Coordinates								Bidding Units	Upfront Payment	Minimum Opening
		State	City			Latitude				Longitude						
MM-FM1358-C1		TX	Munday	270	C1	33	44	53	N	99	42	15	W	15,000	$15,000	$15,000
MM-FM1359-A		TX	South Padre Island	288	A	26	1	30	N	97	9	15	W	10,000	$10,000	$10,000
MM-FM1360-A		TX	Westbrook	272	A	32	22	24	N	101	4	59	W	5,000	$5,000	$5,000
MM-FM1361-C2		TX	Wharton	277	C2	29	18	26	N	96	7	50	W	30,000	$30,000	$30,000
MM-FM1362-C		UT	Milford	288	C	38	31	11	N	113	17	10	W	3,500	$3,500	$3,500
MM-FM1363-A		VI	Charlotte Amalie	275	A	18	21	20	N	65	1	45	W	10,000	$10,000	$10,000
MM-FM1364-A		WA	Oak Harbor	233	A	48	17	35	N	122	38	36	W	20,000	$20,000	$20,000
MM-FM1365-C2		WI	Hayward	232	C2	46	14	60	N	91	23	1	W	15,000	$15,000	$15,000
MM-FM1366-C3		WI	Laona	272	C3	45	39	30	N	88	43	20	W	5,000	$5,000	$5,000
MM-FM1367-C3		WY	Bairoil	235	C3	42	10	55	N	107	20	29	W	3,500	$3,500	$3,500
MM-FM1368-C1		WY	Basin	299	C1	44	13	8	N	107	54	57	W	7,500	$7,500	$7,500
MM-FM1369-A		WY	Dubois	242	A	43	31	60	N	109	37	53	W	750	$750	$750
MM-FM1370-C2		WY	Jackson	294	C2	43	28	42	N	110	45	45	W	20,000	$20,000	$20,000
MM-FM1371-C		WY	Ralston	233	C	44	29	42	N	109	9	12	W	20,000	$20,000	$20,000
MM-FM1372-A		WY	Wheatland	286	A	42	4	28	N	104	56	53	W	2,500	$2,500	$2,500

Auction Total: 132 **Construction Permits**

* Construction permit offered but unsold in Auction 109

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 4.

To:

Presenter(s): Heath Dobrovolny, Deputy Village Manager

Meeting Date: June 2, 2026

Re: Discussion on Adoption of Resolution 2026-102, a Resolution Allowing the Use of Recreational Vehicles as Temporary Housing; and Providing for the Repeal of Resolution 2024-29, Approved by the Governing Body on the 29th Day of July 2024.

Item Summary:

Discussion on Adoption of Resolution 2026-102, a Resolution Allowing the Use of Recreational Vehicles as Temporary Housing; and Providing for the Repeal of Resolution 2024-29, Approved by the Governing Body on the 29th Day of July 2024.

Financial Impact:

None.

Item Discussion:

This resolution will replace Resolution 2024-29 approved on July 29, 2024, and allow more time for temporary occupancy on private property.

Recommendations:

To Discuss Adoption of Resolution 2026-102, a Resolution Allowing the Use of Recreational Vehicles as Temporary Housing; and Providing for the Repeal of Resolution 2024-29, Approved by the Governing Body on the 29th Day of July 2024.

ATTACHMENTS:
Resolution 2026-102 - Allowing Recreation Vehicles as Temporary Housing.pdf

VILLAGE OF RUIDOSO
RESOLUTION 2026-102

A RESOLUTION ALLOWING THE USE OF RECREATIONAL VEHICLES AS TEMPORARY HOUSING; AND PROVIDING FOR THE REPEAL OF RESOLUTION 2024-29, APPROVED BY THE GOVERNING BODY ON THE 29TH DAY OF JULY 2024

WHEREAS, the recent South Fork and Salt Fires and subsequent floods have left many households in Ruidoso without permanent housing, creating threats to household stability in Ruidoso; and

WHEREAS, there is a regional housing shortage that limits housing options for people looking to find affordable housing options; and

WHEREAS, the Governing Body of the Village of Ruidoso desires to relieve the grief and economic burden faced by the victims of the fires and floods to whatever extent it is able to do so; and

WHEREAS, recreational vehicles offer a temporary housing option; and

WHEREAS, the Governing Body of the Village of Ruidoso finds that is in the public interest to temporarily waive enforcement of village ordinances that restrict the use of recreational vehicles for housing purposes, provided that the property owners and occupants adhere to the Guidelines in Exhibit A.

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

Section 1: The Village of Ruidoso hereby temporarily suspends enforcement of the prohibition of recreational vehicle occupancy on the condition that the host property owners and recreational vehicle occupants following the Guidelines provided in Exhibit A.

Section 2: The Governing Body of the Village of Ruidoso will review the impact of this Resolution on or before June 9th, 2026 to determine if this resolution should remain in effect, if there should be adjustments to the Guidelines (Exhibit A), or if staff should resume enforcement of the provisions of the Village of Ruidoso Code of Ordinances that restrict the occupancy of recreational vehicles outside of those cases where it is specifically allowed. In the event that the Governing Body fails to review the impact of this Resolution on or before July 28, 2027, this Resolution will expire on its own terms on July 29, 2027.

Section 3: This Resolution shall take effect upon adoption by the Council.

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the VILLAGE OF RUIDOSO this 9th day of June, 2026.

VILLAGE OF RUIDOSO

By: _____
Lynn D. Crawford, Mayor

(SEAL)
ATTEST:

_____
Yvonne Vigil, Village Clerk

Exhibit A to Resolution 2026-102 of the
Governing Body of the Village of Ruidoso

Temporary Guidelines for RV Occupancy on Private Property

Due to the heightened need for temporary housing in our community, the Village of Ruidoso will allow temporary occupancy of recreational vehicles (RVs) when the RV is parked on private property as described below.

Village staff will use the following guidelines for the temporary measure and continue to uphold safety and health standards aimed at protecting the occupants of the RVs.

All other village ordinances for the protection of health, safety and welfare shall remain in effect.

Failure to follow these guidelines in a manner that prevents threats to the health and safety of the temporary residents, property owners, neighbors or public may result in enforcement actions.

These guidelines do not apply to RV Parks, manufactured dwelling parks, or campgrounds.

RV Definition

The following shall be known as recreational vehicles:

(1) Travel trailers, camping trailers, fifth-wheel trailers and all other vehicles that are constructed to include a chassis, integral wheels and a towing hitch, and are primarily designed or constructed to provide temporary, readily moveable living quarters for recreation, camping or travel uses. For purposes of this subsection, readily movable shall mean movable within 24 hours.

(2) Pickup campers, either mounted or nonmounted, or any structure designed to be mounted in the bed of a truck and providing living quarters for recreation, camping or travel uses.

(3) Chassis mount, motor home, mini-motor home or other recreational structures or vehicles constructed integrally with a truck or motor van chassis and incapable of being separated therefrom, and designed to be used for moveable living quarters for recreational, camping or travel uses.

(4) Recreational vans or converted and chopped vans or other vehicles which are either initially constructed or converted to contain living quarters for recreational, camping or travel uses.

General Guidelines

- RV must be Roadworthy
    - The RV must be in a drivable or towable condition and licensed as appropriate.
    - RVs that cannot be easily driven off or towed from the property are deemed a nuisance and subject to code enforcement.

- No structures shall be connected to the RV.

- All personal items shall be kept in the RV or otherwise screened from view from any public right-of-way (including alleys).

- Property owners may not charge rent, but may ask the RV occupants to contribute toward utilities.

- Any property upon which an RV is placed shall be accessible for ingress and egress by standard road vehicles, including passenger cars and other vehicles not intended for heavy duty or off road use, and shall be sufficiently clear of debris from the fires and floods as to not create any threat to the health, safety and welfare of people and property.

- No RV shall be placed on any property that the Village, at its sole discretion, determines to be in peril of future floods.

Good Neighbor Approach

A good neighbor approach is strongly recommended for all property owners, business owners, and temporary residents. The Village will continue to take action to enforce noise, sanitation, nuisance, and other public health and safety code violations.

RVs on Residential Property

- Property owner may grant permission for one (1) RV.
- RVs parked behind the front facade of the primary structure may be screened using standard fencing materials.

- The RV must be parked at least three feet from any interior property line and shall not create a sight or physical obstruction for traffic.
- It is recommended that the RV be parked at least three feet from any structure.
- Any additional structures (carports, sheds) provided for the use of the temporary residents must comply with all applicable zoning requirements and ordinances.

Sanitation Facilities must be provided for the RV occupants.

- Residents may make sanitary facilities available within the existing structure.
- The RV occupants may use holding tanks within the RV that are emptied off-site.
- A certified vendor may go to the site to pump out RV holding tanks.
- The property owner may allow an RV connection to an existing sanitary sewer line. Contact the Village for applicable requirements.
- Portable toilets are not allowed.

Electrical connections may be provided to the RV.

- An extension cord may be extended from an approved outlet.
- The property owner may obtain approval for and install a pedestal for a plug-in, contact the Village for applicable permits.
- Use of generators is not allowed.
- Hard (permanent) connections are not allowed.

Garbage Service must be provided.

- The residents must have regular garbage service and allow the RV occupants to utilize this service.

<u>RVs in Parking Lots</u>

Property owners of commercial businesses, public entities, and religious institutions/places of worship may allow RVs.

- Property owner may grant permission for one (1) or more RVs.
- RVs must be parked within the parking lot.
- Any additional structures (carports, sheds) provided for the use of the RV occupants must comply with all applicable zoning requirements and

ordinances.

Sanitation Facilities must be provided for the RV occupants.

- Business/property owner may make sanitary facilities available within an existing structure.
- The RV occupants may use holding tanks within the RV that are emptied off-site.
- A certified vendor may go to the site to pump out RV holding tanks.
- The property owner may allow an RV connection to an existing sanitary sewer line. Contact the Village for applicable requirements.

Electrical connections may be provided to the RV.

- An extension cord may be extended from an approved outlet.
- The property owner may obtain approval for and install a pedestal for a plug-in, contact the City for applicable permits.
- Use of generators is not allowed.
- Hard (permanent) connections are not allowed.

Garbage Service must be provided.

- The business/property owner must have regular garbage service and allow the RV occupants to utilize this service.

ACKNOWLEDGEMENT OF RISK,

WAIVER OF LIABILITY, AND

INDEMNIFICATION AND HOLD HARMLESS

I, _____, hereby acknowledge that, in order to protect the health, safety and welfare of residents and the community as a whole, the Village of Ruidoso Code of Ordinances contain restrictions on the use of recreational vehicles for living purposes. I further acknowledge that the use of a recreational vehicle for temporary housing on property is inherently risky. By signing this instrument, I am choosing to assume all the risks involved with the use of a recreational vehicle for temporary housing as a result of recent disasters that have struck the Village of Ruidoso. Further, I hereby waive any and all claims against the Village of Ruidoso for any damages that may arise from my use of an RV for living purposes. Further, I agree to indemnify and hold harmless the Village of Ruidoso for any claims for damages from third parties, invitees to the property upon which I am choosing to use a recreational vehicle for living purposes, or from any other individual that arise as a result of my use of a recreational vehicle for living purposes.

_____
Printed name

_____ _____
Signature Date

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 5.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: June 2, 2026

Re: Discussion on Adoption of Resolution 2026-103, a Resolution in Relation to the $918,415.00 Loan/Grant Agreement Dated January 19, 2024 by and between the Village of Ruidoso and the New Mexico Finance Authority, Entered into for the Purpose of Financing the Costs of Construction and Rehabilitation of Upper Canyon Surface Diversion Well, Gates and Electrical Equipment Upgrades; Authorizing an Amendment to the Loan/Grant Agreement to Accept a Second Additional Grant Amount of $2,500,000.00 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of $4,484,413; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Amendment to the Loan/Grant Agreement.

Item Summary:

Discussion on Adoption of Resolution 2026-103, a Resolution in Relation to the $918,415.00 Loan/Grant Agreement Dated January 19, 2024 by and between the Village of Ruidoso and the New Mexico Finance Authority, Entered into for the Purpose of Financing the Costs of Construction and Rehabilitation of Upper Canyon Surface Diversion Well, Gates and Electrical Equipment Upgrades; Authorizing an Amendment to the Loan/Grant Agreement to Accept a Second Additional Grant Amount of $2,500,000.00 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of $4,484,413; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Amendment to the Loan/Grant Agreement.

Financial Impact:

Upon execution of Amendment to the Loan/Grant Agreement, Finance will complete a budget adjustment to add funds to the project. The project was completed in the SGRT Special Revenue Fund.

Item Discussion:

This Loan/Grant will be used for Construction and Rehabilitation of Upper Canyon Surface

Diversion Well, Gates and Electrical Equipment Upgrades

Recommendations:

To Discuss Adoption of Resolution 2026-103, a Resolution in Relation to the $918,415.00 Loan/Grant Agreement Dated January 19, 2024 by and between the Village of Ruidoso and the New Mexico Finance Authority, Entered into for the Purpose of Financing the Costs of Construction and Rehabilitation of Upper Canyon Surface Diversion Well, Gates and Electrical Equipment Upgrades; Authorizing an Amendment to the Loan/Grant Agreement to Accept a Second Additional Grant Amount of $2,500,000.00 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of $4,484,413; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Amendment to the Loan/Grant Agreement.

ATTACHMENTS:
Resolution 2026-103 - Draft.pdf
Loan Grant Agreement Res 2026-103 DRAFT.pdf

STATE OF NEW MEXICO
COUNTY OF LINCOLN

The Village Council (the "Governing Body") of the Village of Ruidoso, New Mexico (the "Borrower/Grantee"), met in regular session in full conformity with law and the rules and regulations of the Governing Body in the 313 Cree Meadows Drive, Ruidoso, New Mexico 88345 being the meeting place of the Governing Body for the regular meeting held on the 9th day of June, 2026, at the hour of 1:00 p.m. Upon roll call, the following members were found to be present:

Present: _____

_____

_____

_____

_____

_____

Absent: _____

_____

_____

Also Present: _____

_____

_____

Thereupon, there was officially filed with the Secretary a copy of a proposed resolution in final form.

VILLAGE OF RUIDOSO
LINCOLN COUNTY, NEW MEXICO
RESOLUTION NO. _____

RELATING TO THE $918,415 LOAN/GRANT AGREEMENT DATED JANUARY 19, 2024 (THE "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE VILLAGE OF RUIDOSO (THE "BORROWER/GRANTEE") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY" OR "LENDER/GRANTOR"), ENTERED INTO FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION AND REHABILITATION OF UPPER CANYON SURFACE DIVERSION WELL, GATES AND ELECTRICAL EQUIPMENT UPGRADES; AUTHORIZING AN AMENDMENT TO THE LOAN/GRANT AGREEMENT TO ACCEPT A SECOND ADDITIONAL GRANT AMOUNT OF $2,500,000 FROM THE LENDER/GRANTOR TO THE FINANCE THE CONSTRUCTION COST OVERRUNS OF THE PROJECT RESULTING IN A TOTAL GRANT AMOUNT OF $4,484,413; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE AMENDMENT TO THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Article I of the Loan/Grant Agreement unless otherwise defined in the preambles or Section 1 of this Resolution, or unless the context requires a different meaning.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, Sections 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the New Mexico Finance Authority and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee executed and delivered to the Finance Authority a Loan/Grant Agreement dated January 19, 2024, to borrow $91,842 from the Lender/Grantor and to accept a grant in the amount of $826,573 from the Lender/Grantor for the purpose of financing the costs of construction and rehabilitation of Upper Canyon surface diversion well, gates and electrical equipment upgrades for the Borrower/Grantee (the "Project"); and

WHEREAS, the Borrower/Grantee executed and delivered to the Finance Authority a Loan/Grant Agreement Amendment dated November 7, 2026, to accept an additional grant in the amount of $1,157,840 from the Lender/Grantor for the purpose of financing the construction cost overruns of the Project (the "Additional Grant") resulting in a total Grant Amount of $1,984,413; and

WHEREAS, the Governing Body has determined that it is in the best interests of the Borrower/Grantee and its residents that the Loan/Grant Agreement be amended to accept a second additional grant in the amount of $2,500,000 from the Lender/Grantor to finance the construction cost overruns of the Project (the "Second Additional Grant") resulting in a total Grant Amount of $4,484,413; and

WHEREAS, Section 11.4 of the Loan/Grant Agreement provides that the Loan/Grant Agreement may be amended with the written consent of the Finance Authority and the Borrower/Grantee, and this Resolution and the Second Loan/Grant Agreement Amendment authorized hereby constitute the Borrower/Grantee's written consent to amend the Loan/Grant Agreement; and

WHEREAS, it is necessary and appropriate to amend the provisions of the Loan/Grant Agreement as set forth below to provide for the Second Additional Grant; and

WHEREAS, the Governing Body intends that all other provisions of the Loan/Grant Agreement remain effective.

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

Section 1. Definitions.

"Resolution" means this Resolution No. _____ adopted by the Governing Body on June 9, 2026 approving the Loan/Grant Agreement Amendment.

"Second Loan/Grant Agreement Amendment" means the second amendment to the Loan/Grant Agreement authorized by this Resolution.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Borrower/Grantee directed toward the execution and delivery of the Second Loan/Grant Agreement Amendment is hereby ratified, approved and confirmed.

Section 3. Second Loan/Grant Agreement Amendment – Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the Borrower/Grantee, it is hereby declared necessary that the Borrower/Grantee, pursuant to the Act, enter into the Second Loan/Grant Agreement Amendment, and the execution and delivery of the Second Loan/Grant Agreement Amendment is hereby authorized.

B. Detail. The Second Loan/Grant Agreement Amendment shall be substantially in the form presented to the Governing Body at the meeting of the Governing Body at which this Resolution was adopted. The Second Loan/Grant Agreement Amendment shall provide in substance that the Borrower/Grantee accepts a second additional grant in the amount of

$2,500,000, and to effect such change, the terms "Grant" and "Grant Amount" throughout the Loan/Grant Agreement and loan/grant documents shall refer to, collectively, an aggregate grant amount of $4,484,413.

Section 4. Approval of Second Loan/Grant Agreement Amendment. The form of the Second Loan/Grant Agreement Amendment as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby authorized to execute, acknowledge and deliver the Second Loan/Grant Agreement Amendment with such changes, insertions and omissions as may be approved by such Authorized Officers, and the Secretary is hereby authorized to affix the seal of the Borrower/Grantee on the Second Loan/Grant Agreement Amendment and attest the same, and the execution of the Second Loan/Grant Agreement Amendment by Authorized Officers shall be conclusive evidence of such approval. Authorized Officers are further authorized to execute such other documents as may be required by the Finance Authority, including, without limitation, closing certificates.

Section 5. Resolution Irrepealable. After the Second Loan/Grant Agreement Amendment has been executed and delivered, this Resolution shall be and remain irrepealable until the Loan shall be fully paid, canceled and discharged, as provided in the Loan/Grant Agreement.

Section 6. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 8. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the President and Secretary of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

PASSED, APPROVED AND ADOPTED THIS 14TH DAY OF OCTOBER, 2025.

VILLAGE OF RUIDOSO, LINCOLN COUNTY,
NEW MEXICO

By_____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By_____
Yvonne Vigil, Village Clerk

Village Council Member _____ then moved adoption of the foregoing Resolution, duly seconded by Village Council Member _____.

The motion to adopt said Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

_____

_____

_____

_____

Those Voting Nay: _____

_____

_____

Those Absent: _____

_____

_____

_____ (____) members of the Governing Body having voted in favor of said motion, the President declared said motion carried and said Resolution adopted, whereupon the President and the Secretary signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO

By_____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By_____
Yvonne Vigil, Village Clerk

STATE OF NEW MEXICO
COUNTY OF LINCOLN

I, Yvonne Vigil, the duly qualified and acting Village Clerk, of the Village of Ruidoso (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Village Council of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the 313 Cree Meadows Drive, Ruidoso, New Mexico 88345 on June 9, 2026, at the hour of 1:00 p.m., insofar as the same relate to the adoption of Resolution No. _____ and the execution and delivery of the proposed Second Loan/Grant Agreement Amendment, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 2026-1 adopted and approved on December 9, 2025 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 10st day of July, 2026.

VILLAGE OF RUIDOSO
LINCOLN COUNTY, NEW MEXICO

By_____
Yvonne Vigil, Village Clerk

[SEAL]

6908747

EXHIBIT "A"

Meeting Agenda
of the June 9, 2026
Village Council Meeting

[SEE ATTACHED]

SECOND LOAN/GRANT AGREEMENT AMENDMENT

dated

July 10, 2026

by and between the

NEW MEXICO FINANCE AUTHORITY,
as Lender/Grantor,

and the

VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO,
as Borrower/Grantee.

TO ACCEPT A SECOND ADDITIONAL GRANT AMOUNT
RELATED TO LOAN/GRANT AGREEMENT DATED JANUARY 19, 2024

SECOND LOAN/GRANT AGREEMENT AMENDMENT
TO ACCEPT A SECOND ADDITIONAL GRANT AMOUNT
RELATED TO LOAN/GRANT AGREEMENT DATED JANUARY 19, 2024

THIS SECOND LOAN/GRANT AGREEMENT AMENDMENT DATED JULY 10, 2026 TO ACCEPT A SECOND ADDITIONAL GRANT AMOUNT RELATED TO LOAN/GRANT AGREEMENT DATED JANUARY 19, 2024 (this "Second Loan/Grant Agreement Amendment") is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "Finance Authority" or "Lender/Grantor"), and the **VILLAGE OF RUIDOSO** in LINCOLN COUNTY, NEW MEXICO (the "Borrower/Grantee").

Capitalized terms used herein shall have the same meaning assigned to them in the Loan/Grant Agreement dated January 19, 2024, between the Finance Authority and the Borrower/Grantee except as otherwise defined below.

W I T N E S S E T H:

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "Finance Authority Act"); and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, Sections 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the New Mexico Finance Authority and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Governing Body adopted Resolution No. 2023-39 on December 12, 2023, authorizing, approving and directing the Borrower/Grantee to borrow $91,842 from the Lender/Grantor and to accept a grant in the initial amount of $826,573 from the Lender/Grantor for the purpose of financing the costs of construction and rehabilitation of Upper Canyon surface diversion well, gates and electrical equipment upgrades for the Borrower/Grantee (the "Project"); and

WHEREAS, on January 19, 2024, the Finance Authority and the Borrower/Grantee entered into a $918,415 Water Project Fund Loan/Grant Agreement (the "Loan/Grant Agreement"), consisting of a Loan Amount of $91,842 and a Grant Amount of $826,573; and

WHEREAS, on August 28, 2025, the Governing Body determined it is in the best interests of the Borrower/Grantee and its residents that the Loan/Grant Agreement be amended to accept an additional grant in the amount of $1,157,840 from the Lender/Grantor to finance the construction

cost overruns of the Project (the "Additional Grant") resulting in a total Grant Amount of $1,984,413; and

WHEREAS, the Borrower/Grantee adopted Resolution No. 2025-35 on October 14, 2025, authorizing the amendment to the Loan/Grant Agreement to accept the Additional Grant in the amount of $1,157,840; and

WHEREAS, the Borrower/Grantee executed and delivered to the Finance Authority a Loan/Grant Agreement Amendment dated November 7, 2026 (the "Loan/Grant Agreement Amendment"), amending the Loan/Grant Agreement to accept the Additional Grant in the amount of $1,157,840; and

WHEREAS, on April 23, 2026, the Governing Body determined it is in the best interests of the Borrower/Grantee and its residents that the Loan/Grant Agreement be amended to accept an additional second grant in the amount of $2,500,000 from the Lender/Grantor to finance the construction cost overruns of the Project (the "Second Additional Grant") resulting in a total Grant Amount of $4,484,413; and

WHEREAS, the Borrower/Grantee has adopted Resolution No. _____ on June 9, 2026, which authorizes this Second Loan/Grant Agreement Amendment amending the Loan/Grant Agreement to accept the Second Additional Grant in the amount of $2,500,000; and

WHEREAS, the Governing Body of the Borrower/Grantee intends that the provisions of the Loan/Grant Agreement shall govern the use and expenditure of the Grant Amount, including all provisions relating to the Loan Payments, the pledge of the Pledged Revenues, and all covenants, warranties and certifications contained in all of the documents relating to the Loan/Grant Agreement ("Loan/Grant No. WPF-5981 Loan Documents"); and

WHEREAS, Section 11.4 of the Loan/Grant Agreement provides that the Loan/Grant Agreement may be amended with the written consent of the Finance Authority and the Borrower/Grantee, Resolution No. _____ and this Second Loan/Grant Agreement Amendment authorized hereby constitute the Borrower/Grantee's written consent to amend the Loan/Grant Agreement; and

WHEREAS, it is necessary and appropriate to amend the provisions of the Loan/Grant Agreement as set forth below to provide for the Second Additional Grant; and

WHEREAS, the Governing Body intends that all other provisions of the Loan/Grant Agreement and the Loan/Grant Agreement Amendment remain effective; and

WHEREAS, the execution and performance of this Second Loan/Grant Agreement Amendment have been authorized, approved, and directed by all necessary and appropriate action of the Finance Authority and their respective officers and the Borrower/Grantee.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I
AMENDMENT

Section 1.1. Amendment of Article I, Definitions. The parties hereby agree that Article I, Definitions, "Grant" or "Grant Amount" of the Loan/Grant Agreement is deleted in its entirety and replaced with the following:

> "Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than four million, four hundred eighty-seven thousand, four-hundred thirteen dollars ($4,484,413)."

The terms "Grant" and/or "Grant Amount" throughout the Loan/Grant No. WPF-5981 Loan Documents shall refer to the original grant amount of $826,573 together with the additional grant amount of $1,157,840 and an additional second grant amount in the amount of $2,500,000, resulting in an aggregate Grant Amount of $4,484,413.

Section 1.2. Effective Date. This Second Loan/Grant Agreement Amendment shall be effective as of July 10, 2026.

ARTICLE III
RATIFICATION

Section 3.1. All Other Provisions of Loan/Grant Agreement Remain Effective. Except as expressly amended by this Second Loan/Grant Agreement Amendment, the Loan/Grant Agreement and the Loan/Grant Agreement Amendment shall remain effective in its entirety until repayment in full.

ARTICLE IV
NOT A NOVATION

Section 4.1. Not a Novation. The Borrower/Grantee and the Finance Authority expressly intend and agree that this Loan/Grant Agreement Amendment evidences a modification only of the Loan/Grant No. WPF-5981 Loan/Grant Documents and is not a novation.

ARTICLE V
MISCELLANEOUS

Section 5.1 Benefit. This Loan/Grant Agreement Amendment shall inure to the benefit of and shall be binding upon the Finance Authority, the Borrower/Grantee and their respective successors and assigns, if any.

Section 5.2 Binding Effect. All terms and conditions of the Loan/Grant Agreement shall remain in full force and effect, as supplemented by this Loan/Grant Agreement Amendment.

Section 5.3. Severability. In the event that any provision of this Loan/Grant Agreement Amendment or any provision of the Loan/Grant Agreement as hereby amended should be held

invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or of the Loan/Grant Agreement.

Section 5.4. Execution in Counterparts. This Loan/Grant Agreement Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.5. Applicable Law. This Loan/Grant Agreement Amendment shall be governed by and construed in accordance with the laws of New Mexico.

Section 5.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan/Grant Agreement Amendment.

[Signature pages follow]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, has executed this Loan/Grant Agreement Amendment in its corporate name; and the Borrower/Grantee has caused this Loan/Grant Agreement Amendment to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:

Sutin, Thayer & Browne A Professional Corporation
As Loan Counsel

By _____
Eduardo A. Duffy

APPROVED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:

By _____
Mark Chaiken, General Counsel

VILLAGE OF RUIDOSO, LINCOLN COUNTY, NEW MEXICO

By_____
Lynn D. Crawford, Mayor

[SEAL]

ATTEST:

By_____
Yvonne Vigil, Village Clerk

6908889_2

EXHIBIT "C"

FORM OF REQUISITION
(Water Project Fund)

RE: $4,576,255 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the Village of Ruidoso, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-5981 Closing Date: July 10, 2026

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: $_____

PAYEE'S NAME: _____
PAYEE'S ADDRESS: _____
_____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: $_____

Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: $_____

TOTAL REQUIRED MATCH: Additional loan in lieu of match

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, water rights, easements or rights of way; (7) eligible legal costs and eligible fiscal agent fees associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____

_____

AUTHORIZED OFFICER

(As Provided in the Loan/Grant Agreement)

Print Name:_____

Print Title: _____

EXHIBIT "D"

WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient: Village of Ruidoso **Contact Name:** **Title:** **Email Address:**	**Project Number**: **WPF-5981** **Project Name**: **Upper Canyon Surface/Flood Mitigation** **Project Type**:

Reporting Period: From _____ **To**_____

☐ Quarterly Project Report: ☐1st ☐2nd ☐3rd ☐4th

☐ Final Project Report ☐ Other _____

WPF Funding Expiration: _____

Total WPF Award: **$4,576,255** **Current Balance**: $_____

Loan 10% Grant 90% Match: **$393,607**

Construction Cost overrun Grant: **$1,157,840**

Second Construction Cost overrun Grant: **$2,500,000**

Expected WPF Award Expenditure Next Quarter: $_____

Local Match Expenditure: To Date $_____ **Next Quarter** $_____

Project Phase: ☐Planning ☐ Design ☐ Construction

PROJECT COMPLETION: Original Date _____ **Current Date**_____

_____**% Complete** **Days Remaining to Complete** _____ **On Schedule?** ☐**Yes** ☐**No**

Briefly Describe Project Progress During This Reporting Period:

Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:

Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:

Authorized Officer **PRINT NAME:**_____

PRINT TITLE:_____

SIGNATURE:	**Date:**

All fields must be completed.

EXHIBIT "E"
FORM OF CERTIFICATE OF COMPLETION

RE: $4,576,255 Loan/Grant Agreement by and between the Finance Authority, as Lender/Grantor, and the Village of Ruidoso, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-5981

Closing Date: July 10, 2026

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan/Grant Amount was $ _____.

4. The portion of the Loan/Grant Amount unexpended for the Project is $ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

VILLAGE OF RUIDOSO,
LINCOLN COUNTY, NEW MEXICO

By: _____

Its: _____

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 6.

To:

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

Meeting Date: June 2, 2026

Re: Discussion on Joint Funding Agreement #25RGJFA23 Amendment 002 with the United States Department of the Interior, United States Geological Survey (USGS) for the Operation of USGS Streamflow and Precipitation Gages with a Village Cost Share of $64,000.00.

Item Summary:

Discussion on Joint Funding Agreement #25RGJFA23 Amendment 002 with the United States Department of the Interior, United States Geological Survey (USGS) for the Operation of USGS Streamflow and Precipitation Gages with a Village Cost Share of $64,000.00.

Financial Impact:

The Village contribution remains unchanged from the previous amendment. This agreement is to allow the USGS to contribute $50,000.00 more. The project is currently budgeted in the SGRT Watershed Department's Professional Fees line item (202-205-52006) in the amount of $64,000.00.

Item Discussion:

The operation of six USGS stations is required by various permitting and settlement agreements.

USGS North Fork Special Use Authorization: Eagle Creek below South Fork; North Fork Eagle Creek near Alto; South Fork Eagle Creek near Alto; and Buck Mountain near Alto.

USGS is increasing their contribution by $50,000.00. The Village contribution remains unchanged at $64,000.00.

Contract period is May 15, 2024 to September 30, 2026.

Recommendations:

To Discuss Joint Funding Agreement #25RGJFA23 Amendment 002 with the United States Department of the Interior, United States Geological Survey (USGS) for the Operation of USGS Streamflow and Precipitation Gages with a Village Cost Share of $64,000.00.

ATTACHMENTS:
Village of Ruidoso 2435_02 Amend Package Unsigned.pdf

United States Department of the Interior
U.S. GEOLOGICAL SURVEY
New Mexico Water Science Center
DUNS 025287520
6700 Edith Blvd. NE Bldg. B
Albuquerque, NM 87113

April 7, 2026

Lynn Crawford, Mayor
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

Dear Mr. Crawford,

Enclosed is amendment 002 to Joint Funding Agreement (JFA), 24RGJFA35 for a project as described in the attached proposal, "Geomorphic survey of North Fork Eagle Creek, from North Eagle Creek Streamgage to Eagle Creek below South Fork Streamgage." The amendment is for the U.S. Geological Survey New Mexico Water Science Center to contribute $50,000 in cooperative matching funds to this project. The Village of Ruidoso contribution in the amount of $64,000 and the end date of September 30, 2026 will remain the same.

If you concur, please sign and return a copy of the amendment to this office for processing. Work performed with funds from this agreement will be conducted on a fixed price basis. The Village of Ruidoso will be billed for work completed as part of the agreement at the end of each quarter.

If you have any questions concerning the work on this project, please contact Christina Ferguson at (505) 280-6731 or cferguson@usgs.gov. Administrative questions should be addressed to Esther Torrez at (505) 418-6073 or mvaldez@usgs.gov.

Sincerely,

JUSTIN HAGERTY

Digitally signed by JUSTIN HAGERTY
Date: 2026.04.07 13:08:07 -06'00'

Justin Hagerty
Director

UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. GEOLOGICAL SURVEY
AMENDMENT OF JOINT FUNDING AGREEMENT
FOR
WATER RESOURCES INVESTIGATIONS

Agreement No: 24RGJFA35	Amendment No: 002
Customer No: 6000000329	TIN: 85-6000650
	Fixed Cost: YES

This amendment is for the agreement dated May 15, 2024, between the U.S. GEOLOGICAL SURVEY (USGS), UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the VILLAGE OF RUIDOSO party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project for the attached proposal entitled, "Geomorphic survey of North Fork Eagle Creek, from North Eagle Creek Streamgage to Eagle Creek below South Fork Streamgage," hereinafter called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43USC 50b.

2. Paragraph 2a of the agreement is hereby increased by $50,000 to read as follows:

   (a) $50,000 by the party of the first part during the periods

   May 15, 2024 to September 30, 2026

   Paragraph 2b of the agreement is hereby increased by $0.00 to read as follows:

   (b) $64,000 by the party of the second part during the periods

   May 15, 2024 to September 30, 2026

Billing for this agreement will be rendered quarterly. Payments of bills are due within 60 days after billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

UNITED STATES
DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

by JUSTIN HAGERTY Digitally signed by JUSTIN HAGERTY Date: 2026.04.07 13:08:33 -06'00'
(Signature)
Justin Hagerty
(Name)
Director,
New Mexico Water Science Center
Date 4/7/26

VILLAGE OF RUIDOSO

by _____ **Date:**_____
(Signature)
Lynn Crawford
(Name)
Mayor – Village of Ruidoso

by _____ **Date:**_____
(Signature)

(Name)
Village Clerk

PROPOSAL SUBMITTED TO: The Village of Ruidoso

Geomorphic survey of North Fork Eagle Creek, from North Fork Eagle Creek Streamgage to Eagle Creek below South Fork Streamgage - Amended



U.S. Geological Survey
New Mexico Water Science Center
USGS Contact: Christina L. Ferguson
March 18, 2026

Summary

Problem. The U.S. Department of Agriculture Forest Service (USFS) issued a Record of Decision (ROD) for the North Fork Eagle Creek Wells Special Use Authorization on February 18, 2016. A series of nondiscretionary monitoring measures were specified as part of the ROD. Item 6 of these measures asks how the geomorphic characteristics of Eagle Creek are changing over time, to be addressed through repeated geomorphic surveys of the stream reach between the North Fork Eagle Creek (U.S. Geological Survey) (USGS) station identification number 08387550) and the Eagle Creek below South Fork (08387600) streamgages.

Objectives. The objective of this project is to use techniques established from previous geomorphic surveys to define the geomorphic characteristics of North Fork Eagle Creek over the stream reach between the North Fork and Eagle Creek streamgages, as part of the monitoring requirements stipulated in the draft ROD for the North Fork Eagle Creek Wells Special Use Authorization.

Approach. Geomorphic characteristics of North Fork Eagle Creek between the North Fork and Eagle Creek streamgages will be established and compared to previous geomorphic surveys conducted between 2017 to 2021. Specifically, this study will:

1. Conduct a topographic survey using a RTK GNSS at 14 pre-defined cross sections.
2. Geolocate and catalog woody debris accumulations and pools within the stream channel.
3. Process survey data into a publicly available data release.
4. Based on the results of the survey and field observations, provide a USGS Scientific Investigation Report (SIR) to the Village of Ruidoso (VOR) summarizing the current geomorphic state of the surveyed reach, and changes noted from previous geomorphic surveys.

Data from the survey, along with field observations, will be published as an online data release and the results and interpretations from the geomorphic survey will be presented as a USGS SIR. Total cost of the proposed project is $64,000 over 3 years. A delay in data collection (due to the South Fork Fire) has caused a delay in data analysis and interpretation. While the deliverables are still planned to be completed on time, staffing issues and increasing costs resulted in the need for additional funding. An additional $50,000 in cooperative match funding is available from the New Mexico Water Science Center (NMWSC) and will be used to pay salaries for the data release and report writing portion of the project. This additional funding will bring the total cost for this project up to $114,000 over the same three-year period.

Relevance and Benefits. This study will provide information that could be used in future studies to assess the response of North Fork Eagle Creek watershed to groundwater removal through municipal pumping and will assist the VOR in fulfilling monitoring and mitigation requirements laid out in the ROD Special Use Authorization. This study will also provide an assessment of the long-term response of the North Fork Eagle Creek watershed following disturbances like the 2012 Little Bear Fire. Monitoring information will inform discussions between the VOR and the FS in the development of monitoring plans and in future management decisions under this authorization. This study also contributes to the USGS strategic scientific focus to "monitor and assess availability and quality of the Nation's freshwater supply," and the strategic partnership focus to "enhance partnerships with Federal agencies, academia, and others in the Earth system modeling community" (U.S. Geological Survey, 2021).

Contents

Introduction 4

Problem 5

Objectives and Scope 6

Approach 6

Relevance and Benefits 8

Quality Assurance Plan 8

Deliverables 8

Timeline and Budget - Original 8

Addendum – Budget change 9

References 10

Introduction

The Village of Ruidoso (VOR), in south-central New Mexico, currently has three active supply wells located along North Fork Eagle Creek in the Lincoln National Forest (Figure 1). These wells began production in 1988, and supply 24-29 percent of the VOR water supply (U.S. Department of Agriculture Forest Service [USFS], 2015). The permit for operation of these wells expired in 1995, and discussions began at that time regarding permit renewal. A concern by some parties in these discussions was the potential effect of well operations on streamflow in Eagle Creek. As a result of these discussions, the U.S. Geological Survey (USGS), in cooperation with the VOR, conducted a study of North Fork Eagle Creek from 2007 to 2009, to characterize the hydrology of the basin and the effects of groundwater pumping on streamflow (Matherne and others, 2010). The USFS issued the North Fork Eagle Creek Wells Special Use Authorization Project Draft Environmental Impact Statement in May 2012, shortly before the start of the Little Bear Fire, which burned substantial portions of the watershed. Changes in some aspects of the hydrology of North Fork Eagle Creek were expected following the Little Bear Fire, including increased overland runoff and reduced infiltration, temporary increases in 'flashy' responses to rainfall and snowmelt, increased sediment and debris yields, and changes to vegetation as a result of flooding. Based on the altered post-wildfire watershed conditions, a Supplemental Draft Environmental Impact Statement was released by the FS in 2015 (USFS, 2015). The finalized Record of Decision North Fork Eagle Creek Wells Special Use Authorization (ROD) regarding the VOR permit for operation of the production wells was released in February 2016 (USFS, 2016).

The ROD established the selected alternative (continued current pumping), among several considered in the Final Environmental Impact Statement, that would be implemented and stipulated the terms and conditions of a new special use permit. Included in the decision were monitoring measures designed to address direct or indirect effects of pumping or to help calibrate effects attributable to pumping. The VOR has requested the USGS to assist in one of these monitoring efforts by establishing geomorphic characteristics within the North Fork Eagle Creek. The collaboration between the VOR and USGS involved five annual geomorphic surveys of the North Fork Eagle Creek to include the reach between the USGS North Fork Eagle Creek and the Eagle Creek below South Fork streamgages. The results from the five annual surveys were published in three Open File Reports (OFRs; Graziano, 2019; Graziano, 2020; and Graziano and Chavarria, 2022), and one Scientific Investigations Report (SIR; Nichols and others, 2023) that also summarized the geomorphic change through the five-year study period, which, combined with data collected in previous surveys (Matherne and others, 2010), can be used to establish a geomorphic baseline for future studies. The SIR concluded that there was minimal overall topographic change through the study reach, but that there was an overall increase in woody debris accumulations and stream pools over the 5-year period. The VOR has requested the USGS to continue with geomorphic surveys at a three-year interval to meet ROD requirements and provide long-term monitoring efforts.

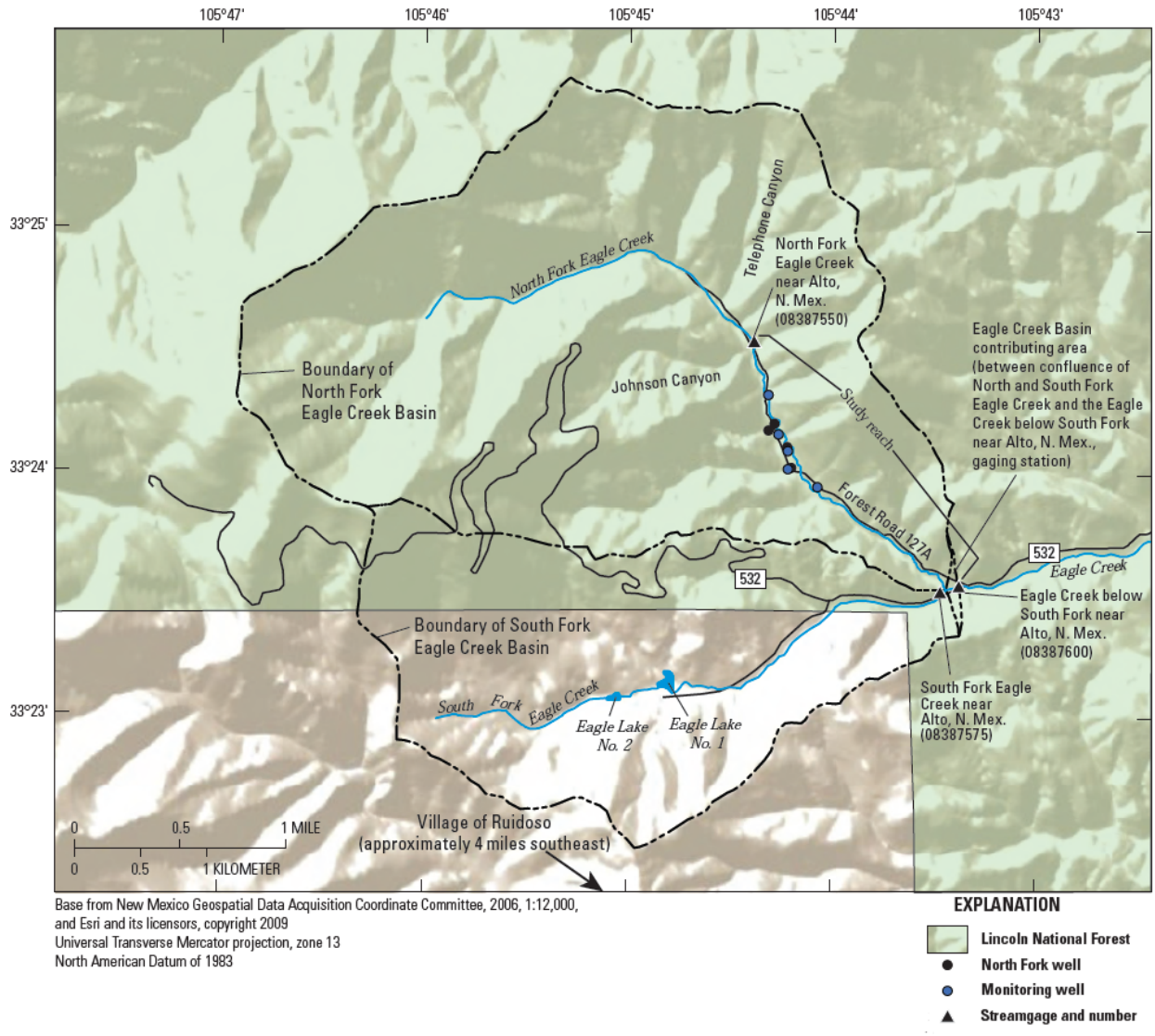


Figure 1: Location of the study reach, Eagle Creek Basin contributing area, Lincoln National Forest boundaries, streamgages, and wells in the study area in the Eagle Creek Basin, south-central New Mexico (modified from Matherne and others, 2010).

Problem

A series of nondiscretionary monitoring measures were specified as part of the ROD for the North Fork Eagle Creek Wells Special Use Authorization. Item 6 of these measures asks how the geomorphic characteristics of Eagle Creek are changing over time and need to be addressed through a geomorphic survey of the stream reach between the North Fork Eagle Creek (USGS station identification number 08387550) and the Eagle Creek below South Fork (08387600) streamgages. Woody debris accumulations and pools can alter the hydrologic conditions of a stream reach causing localized geomorphic change; therefore, these features need to be documented in addition to topographic surveys to inform the geomorphic assessment. While the previous surveys in the stream reach were able to establish a geomorphic baseline, they were unable to quantify long-term trends in geomorphic change due to their short-term observation period of 5 years (Nichols and others, 2023).

Objectives and Scope

The objective of this project is to use techniques established from previous geomorphic surveys to define the geomorphic characteristics of North Fork Eagle Creek over the stream reach between the North Fork and Eagle Creek below South Fork streamgages, as part of the monitoring requirements stipulated in the ROD for the North Fork Eagle Creek Wells Special Use Authorization. The specific question asked in item (6) of Monitoring and Mitigation Measures of the Draft ROD is: "How are the geomorphic characteristics of the stream changing and what effect does it have on surface and subsurface flows and water availability within rooting zones?" (USFS, 2016). It should be noted that repeat topographic surveys cannot address questions regarding subsurface flows and water availability within rooting zones; addressing these portions of item (6) is outside the scope of this proposal.

Approach

Geomorphic characteristics of North Fork Eagle Creek between the North Fork and Eagle Creek streamgages will be established based on a geomorphic survey. Results of the survey, together with field observations, will be summarized in an SIR. The final report will synthesize results from the survey and compare survey results to previous 2017-2021 surveys performed in the stream reach. Specific tasks for this study are as follows:

1. Conduct a topographic survey consisting of channel cross sections using a RTK GNSS at 14 pre-defined cross sections.
2. Geolocate and catalog woody debris accumulations and pools within the stream channel.
3. Process survey data into a publicly available data release.
4. Provide a USGS Scientific Investigation Report (SIR) to the VOR summarizing the current geomorphic state of the surveyed reach and changes noted from previous geomorphic surveys.

Task 1: Topographic Survey

The reach between the North Fork and Eagle Creek below South Fork streamgages, a length of about 1.6 miles, will be surveyed in mid to late-June, 2025. Channel cross-sections will be surveyed using standard USGS protocols (Benson and Dalrymple, 1984) at the two streamgage sites, and at 14 cross-sections previously established in past geomorphic surveys performed in the study reach (Nichols and others, 2023; Figure 2). Cross-sections will extend into the riparian zone to better characterize potential overbank flooding. Benchmarks have been established at each cross-section, for repeat measurements. The channel will be surveyed using RTK GNSS, with an accuracy of +/- 0.1 ft.

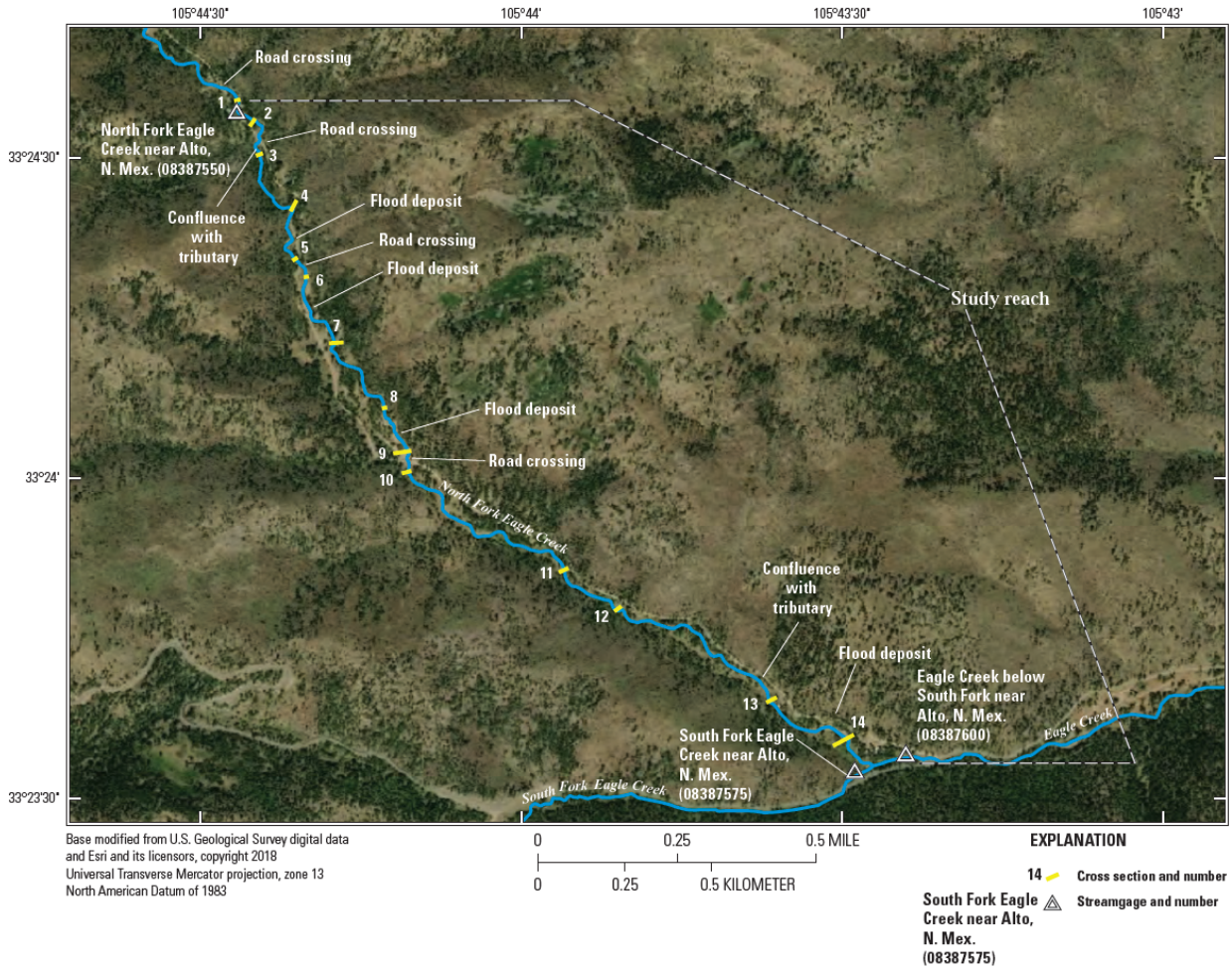


Figure 1: Study reach extent, locations of streamgages, locations and extents of cross sections, and locations of other features in the North Fork Eagle Creek Basin, south-central New Mexico, 2017–21 (Graziano, 2019).

Task 2: Ancillary Field Observations

In addition to the survey, the channel condition will be further characterized by using photographs and observations of features such as pool locations and aggradation or degradation of sediment and woody debris accumulations. All geomorphic features, to include pools and debris accumulations, will be geolocated, categorized, and cataloged. Streamflow is measured at the two streamgages at either end of the survey reach, and at the South Fork Eagle Creek near Alto, New Mexico (08387575) streamgage. The South Fork is a tributary to Eagle Creek, entering upstream from the Eagle Creek streamgage (Figure 2).

Task 3: Data Processing and Data Release

Cross-sections and channel profiles will be developed based on the survey data. Cross-sections will include channel width and bank height and slope at each location. All data associated with the project will be made publicly available through a data release on the USGS data cataloging and management platform, ScienceBase (https://www.sciencebase.gov/catalog/).

Task 4: Interpretation and SIR Publication

Results of the survey and field observations will be presented to the VOR as an SIR, to include data forms, summary tables, photographs, and figures, and an interpretation of results.

Relevance and Benefits

This study will provide information which can contribute to an assessment of the response of the North Fork Eagle Creek watershed to groundwater withdrawal through municipal well pumping and will assist the VOR in fulfilling monitoring and mitigation requirements laid out in the Draft ROD Special Use Authorization. Monitoring information will inform discussions between the VOR and the FS in the development of annual monitoring plans and in future management decisions under this authorization.

This study contributes to the goals of the USGS strategic scientific focus to "monitor and assess availability and quality of the Nation's freshwater supply," and the strategic partnership focus to "enhance partnerships with Federal agencies, academia, and others in the Earth system modeling community" (U.S. Geological Survey, 2021).

Quality Assurance Plan

Quality assurance (QA) measures will be followed to ensure completeness of the information communicated during the study. The QA objectives for collection and communication of information will:

- Withstand scientific scrutiny,
- Be obtained by methods appropriate for the information and its intended use, and
- Be representative and of known completeness and comparability.

Surveys will be conducted, and data processed according to standard USGS protocols (Benson and Dalrymple, 1967). Project records will be electronically archived at the USGS New Mexico Water Science Center. All data associated with the project will be made publicly available through a data release on the USGS data cataloging and management platform, ScienceBase (https://www.sciencebase.gov/catalog/).

Deliverables

Data collected during the field surveys will be made publicly available through a data release published through ScienceBase. Results of the survey, along with field observations, and interpretations, will be published as a USGS SIR.

Timeline and Budget - Original

The field survey will be completed in June-July 2025. Project tasks 1, 2, and 3 will be completed from Q3 of FY 25 to Q1 of FY 26 and consist of performing the field survey, formatting the survey data, and publishing it as a data release. Task 4 will be completed from Q1 to Q4 of FY26 and consists of analysis of survey data to quantify geomorphic characteristics, comparisons to previous surveys, and publication of interpretations through an SIR. Task 1, Task 2, and Task 3

are budgeted for $19,316 and will involve a total of 176 staff hours, while Task 4 is budgeted for $44,683 and will involve a total of 370 staff hours, equaling a total project cost of $64,000.

Timeline: Begins after finalization of Joint Funding Agreement

Task	Year 1				Year 2				Year 3			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Topographic Cross-Section Survey												
Task 2: Ancillary Field Observations Cataloging												
Task 3: Data processing and data release												
Task 4: Data analysis, interpretation, and SIR												

	Year 1	Year 2	Year 3	Total
Village of Ruidoso	$9,734	$9,582	$44,683	$64,000
USGS	$0	$0	$0	$0
Total	$9,734	$9,582	$44,683	$64,000

Addendum – Budget change

Field survey data were collected in August 2025. The slight delay in collection date was due to dangerous flooding in the Ruidoso area as a result of the South Fork Fire in 2024. The delay in data collection has caused a delay in data analysis and interpretation. While the deliverables are still planned to be completed on time, staffing issues and increasing costs resulted in the need for additional funding. An additional $50,000 in cooperative match funding is available from the New Mexico Water Science Center (NMWSC) and will be used to pay salaries for the data release and report writing portion of the project.

Amended budget reflecting funding from USGS NMWSC:

	Year 1	Year 2	Year 3	Total
Village of Ruidoso	**$9,734**	**$9,582**	**$44,683**	**$64,000**
USGS	**$0**	**$0**	**$50,000**	**$50,000**
Total	**$9,734**	**$9,582**	**$94,683**	**$114,000**

References

Benson, M.A., and Dalrymple, Tate, 1967, General field and office procedures for indirect measurements: U.S. Geological Survey Techniques of Water-Resources Investigations, book 3, chap. Al, 30 p., http://pubs.er.usgs.gov/publication/twri03A1.

Graziano, A.P., 2019, Geomorphic survey of North Fork Eagle Creek, New Mexico, 2017: U.S. Geological Survey Open-File Report 2018–1187, 28 p., at https://doi.org/10.3133/ofr20181187.

Graziano, A.P., 2020, Geomorphic survey of North Fork Eagle Creek, New Mexico, 2018: U.S. Geological Survey Open-File Report 2020–1121, 37 p., at https://doi.org/10.3133/ofr20201121.

Graziano, A.P., and Chavarria, S.B., 2022, Geomorphic survey of North Fork Eagle Creek, New Mexico, 2019: U.S. Geological Survey Open-File Report 2022–1041, 36 p., at https://doi.org/10.3133/ ofr20221041.

Matherne, A.M., Myers, N.C., and McCoy, K.J., 2010, Hydrology of Eagle Creek Basin and effects of groundwater pumping on streamflow, 1969–2009: U.S. Geological Survey Scientific Investigations Report 2010–5205, 73 p. (Revised November 2011)

Nichols, J.R., Chavarria, S.B., and Graziano, A.P., 2023, Assessment of post-wildfire geomorphic change in the North Fork Eagle Creek stream channel, New Mexico, 2017–21: U.S. Geological Survey Scientific Investigations Report 2023–5116, 48 p., https://doi.org/ 10.3133/ sir20235116.

U.S. Department of Agriculture Forest Service (USFS), 2015, Draft record of decision, North Fork Eagle Creek wells Special Use Authorization: USDA Forest Service, 29 p., accessed July 18, 2016 at Stanford University Libraries SearchWorks catalog at https://searchworks.stanford.edu/view/11514804.

U.S. Department of Agriculture Forest Service (USFS), 2016, Record of decision, North Fork Eagle Creek wells Special Use Authorization, 29 p., accessed March 18, 2026 at https://www.fs.usda.gov/r03/lincoln/projects/archive/9603.

U.S. Geological Survey, 2021, U.S. Geological Survey 21st-Century Science Strategy 2020-2030: U.S. Geological Survey Circular 1476, 20 p., https://doi.org/10.3133/cir1476.

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 7.

To:

Presenter(s): Lee Baker, Airport Manager

Meeting Date: June 2, 2026

Re: Discussion on Adopting a Fixed Markup Rate of $1.25 per Gallon on Avfuel 100 Low Lead Gasoline and to Allow the Sierra Blanca Regional Airport the Ability to Set Fuel Prices Based on the Current Refinery Rack Prices.

Item Summary:

Discussion on Adopting a Fixed Markup Rate of $1.25 per Gallon on Avfuel 100 Low Lead Gasoline and to Allow the Sierra Blanca Regional Airport the Ability to Set Fuel Prices Based on the Current Refinery Rack Prices.

Financial Impact:

Revenues associated with fuel sales will be deposited in the Airport Enterprise Fund, 100 Low Lead Fuel Sales (503-000-43402).

Item Discussion:

In order for the Airport to generate the revenue needed to purchase future loads of fuel and help maintain operating capitol it is important to adjust fuel prices associated with the current refinery prices.

Example of rack prices on May 12,2026

Wholesale price: $5.70759

Taxes: FMET - FET, DEFICIT REDUCT, LUST-AVG $0.19400
NM - NEW MEXICO GASOLINE EXCISE $0.17000
NMPLF - NM PETROLEUM LOADING FEE AV $0.01875
SUP - FED OSLTF & SUPERFUND RECOV $0.00429

Price: $6.09

MARKUP $1.25

Retail Price: 7.34463

Price based on current formula: Las Cruces 8.25 + Artesia 5.75 = 14.00 ÷ 2 = 7.00 x .05 = 0.35 7.00 – 0.35 =
6.65
Cost difference rack price and current formula: 6.65 - 6.09 = 0.56
Showing a $0.56 markup

Recommendations:

To Discuss Adopting a Fixed Markup Rate of $1.25 per Gallon on Avfuel 100 Low Lead Gasoline and to Allow the Sierra Blanca Regional Airport the Ability to Set Fuel Prices Based on the Current Refinery Rack Prices.

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 8.

To:

Presenter(s): Lee Baker, Airport Manager
Christy Coker, Customer Service Manager

Meeting Date: June 2, 2026

Re: Discussion on Award of RFP #2026-010P to LJA Engineering, Inc for Professional Engineering Services for Sierra Blanca Regional Airport (SBRA).

Item Summary:

Discussion on Award of RFP #2026-010P to LJA Engineering, Inc for Professional Engineering Services for Sierra Blanca Regional Airport (SBRA).

Financial Impact:

Upon award, task orders will be issued and budget appropriated at that time from the Airport Enterprise Fund's Professional Services line item (503-170-52006).

Item Discussion:

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Engineering Services for Sierra Blanca Regional Airport (SBRA). The Village conducted a single-award RFP. It is anticipated that award under this RFP will result in a Professional Service Contract that will be for an initial term of one-year with the option to renew for up to three (3) additional one-year terms.

Legal Ads were placed in three (3) newspapers: Ruidoso News, Albuquerque Journal and Las Cruses Sun News on 05/14/2026. Ten (10) firms drew down on the RFP from the Village of Ruidoso Website. No pre-proposal conference was held. One (1) firm submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: LJA Engineering, Inc. Zero (0) addenda were issued for this RFP.

The Evaluation Committee recommends the award of RFP 2026-010P for Engineering Services for Sierra Blanca Regional Airport (SBRA) to LJA Engineering, Inc.

Recommendations:

To Discuss Award of RFP #2026-010P to LJA Engineering, Inc for Professional Engineering Services for Sierra Blanca Regional Airport (SBRA).

ATTACHMENTS:
RFP evaluation Score Summary.pdf
RFP Evaluation Committee Report.pdf

EVALUATION CRITERIA Summary Totals
5/27/2026 @ 11:00 AM

CRITERIA AND POINT VALUES FOR RFP #2026-010P Professional Engineering Services for Sierra Blanca Regional Airport

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

CRITERIA	Possible Points	LJA Engineering Inc.	Parkhill
B. Technical Specifications			
1. Corporate Experience and Capabilities Offerors should submit a detailed narrative describing their relevant corporate experience and capabilities in Airport Construction and the Airport Improvement Program processes, including the experience of any proposed subcontractors. The documentation should thoroughly describe how the offeror has supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they wish that they feel will support their descriptive narrative. Points will be awarded based on the depth, breadth, and applicability of the offeror's previous experience as it relates to the needs of this effort.	25	24	22
2. Program Manager Experience Offerors should submit a detailed narrative describing the relevant experience of their proposed program manager. The narrative should include a thorough description of education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly show the individual is qualified to perform the required work. Offerors should also submit a current resume of their proposed program manager. Points will be awarded based on an evaluation of the proposed program manager's experience and capabilities, as indicated in the resumes and experience narratives submitted. The key evaluation components include depth and breadth of related experience, total years of related experience, and applicable education and training.	30	38	25
3. Experience in Airport Development Projects Offeror should include a detailed narrative describing their recent and extensive experience in the administration, planning, design, and construction of airport development projects under Federal Aviation Administration's Airport and Airway Improvement Programs and the New Mexico Department of Transportation Aviation Division, Airport Grant Assistance Program and other funding sources as deemed necessary.	25	24	23

Points will be awarded based on the depth, breadth, and applicability of the offeror's previous experience as it relates to the needs of this effort.			
4. Knowledge of State, Local, and Federal Procurement and Contracting Policies and Procedures Offerors must demonstrate their knowledge of State, Local, and Federal procurement and contracting policies and procedures. Offerors must submit a detailed narrative describing how they meet this requirement. Points will be awarded based on the strength and convincingness of the response.	**5**	**5**	**4**
5. Specialized Planning and Past Record of Performance The Offeror should provide a list of examples of three (3) projects of a similar nature to those listed in the Scope of Work and include contact names and telephone information. The examples should describe the project(s), the process used to complete the project and include any difficulty of performing similar duties required in this proposal with respect to such factors as control of costs, quality of work, and ability to meet schedules. Points will be awarded based on the strength and convincingness of the response.	**15**	**14**	**14**
C. Business Specifications			
1. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail	**Pass**	Pass
2. Letter of Transmittal Form (Appendix D)	Pass/Fail	Pass	Pass
3. Debarment Certification (Appendix F)	Pass/Fail	Pass	Pass
4. Non-Collusion Affidavit (Appendix G)	Pass/Fail	Pass	Pass
5. New Mexico Resident Business Preference	8	**N/A**	**N/A**
6. New Mexico Resident Veterans Preference	10	**N/A**	**N/A**
TOTAL POINTS:	**110**	**94**	**87**

Purchasing Agent

5/28/26
Date

EVALUATION COMMITTEE REPORT	
RFP TITLE	Professional Engineering Services for Sierra Blanca Regional Airport SBRA
RFP NUMBER	2026-010P
DATE OF REPORT	5/28/2026
AUTHOR	Roderick Kimbrell
AUTHOR PHONE/EMAIL	575-258-4343 Ext. 1081 purchasing@ruidoso-nm.gov

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

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

Section 1. RFP SCOPE OF SERVICES

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Professional Engineering Services for Sierra Blanca Regional Airport SBRA for the Village of Ruidoso.

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

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

Section 2. SUMMARY OF RFP DEVELOPMENT PROCESS

Legal Ads were placed in three (3) newspapers: Ruidoso News on 5/14/2026, Las Cruces Sun News and Albuquerque Journal on 5/14/2026.

Ten (10) firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held.

One (1) firm submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: LJA Engineering, Inc.

Zero (0) addenda was issued.

Proposal Submission Deadline was 5/26/26 at 3:00 pm.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

Two (2) Proposals were received to be evaluated:

- LJA Engineering, Inc.
- Parkhill

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

- **Corporate Experience and Capabilities** – 25 Possible Points
  Offerors should submit a detailed narrative describing their relevant corporate experience and capabilities in Airport Construction and the Airport Improvement Program processes, including the experience of any proposed subcontractors. The documentation should thoroughly describe how the offeror has supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they wish that they feel will support their descriptive narrative.

  Points will be awarded based on the depth, breadth, and applicability of the offeror's previous experience as it relates to the needs of this effort.

- **Program Manager Experience** – 30 Possible Points
  Offerors should submit a detailed narrative describing the relevant experience of their proposed program manager. The narrative should include a thorough description of education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly show the individual is qualified to perform the required work. Offerors should also submit a current resume of their proposed program manager.

  Points will be awarded based on an evaluation of the proposed program manager's experience and capabilities, as indicated in the resumes and experience narratives submitted. The key evaluation components include depth and breadth of related experience, total years of related experience, and applicable education and training.

- **Experience in Airport Development Projects** – 25 Possible Points
  Offeror should include a detailed narrative describing their recent and extensive experience in the administration, planning, design, and construction of airport development projects under Federal Aviation Administration's Airport and Airway Improvement Programs and the New Mexico Department of Transportation Aviation Division, Airport Grant Assistance Program and other funding sources as deemed necessary.

  Points will be awarded based on the depth, breadth, and applicability of the offeror's previous experience as it relates to the needs of this effort.

- **Knowledge of State, Local, and Federal Procurement and Contracting Policies and Procedures** – 5 Possible Points
  Offerors must demonstrate their knowledge of State, Local, and Federal procurement and contracting policies and procedures. Offerors must submit a detailed narrative describing how they meet this requirement.

  Points will be awarded based on the strength and convincingness of the response.

- **Specialized Planning and Past Record of Performance** – 15 Possible Points
  The Offeror should provide a list of examples of three (3) projects of a similar nature to those listed in the Scope of Work and include contact names and telephone information. The examples should describe the project(s), the process used to complete the project and include any difficulty of performing similar duties required in this proposal with respect to such factors as control of costs, quality of work, and ability to meet schedules.
  Points will be awarded based on the strength and convincingness of the response.

The evaluation committee determined that no oral presentations were needed.

Section 4. EVALUATION COMMITTEE MEMBERS	
Name	**Brief statement of expertise and who he/she represents**
Lee Baker	Village of Ruidoso – Airport Manager
Heath Dobrovolny	Village of Ruidoso – Deputy Village Manager
Steve Minner	Village of Ruidoso – Chief of Police
Levi Beaty	Village of Ruidoso – Public Works Director

Section 5. EVALUATION COMMITTEE MEETINGS (full and sub-committee meetings including orientation meeting, initial scoring meeting, oral presentations/demonstrations)		
Reason for Meeting	**Date of Meeting**	**Summary of Meeting**
Evaluation Committee Kick Off Meeting	5/26/26	Discussed Confidentiality Agreement and any conflicts of interest. Members were asked to sign the Confidentially Agreement. The proposals were handed out to each member. Discussed date and time of next meeting.
Evaluation Scoring Meeting	5/27/26	Committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION

Both proposals received were very well prepared and met all requirements of this procurement. LJA Engineering, Inc. scored higher and was within the budget for this service.

The Evaluation Committee recommends the award of RFP 2026-010P for Professional Engineering Services for Sierra Blanca Regional Airport SBRA to LJA Engineering, Inc.

Section 7. SIGNATURES			
Name	Agree/Object (state objection)	Signature	Date
Lee Baker			
Name			
Name			

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 9.

To:

Presenter(s): Lee Baker, Airport Manager
Christy Coker, Customer Service Manager

Meeting Date: June 2, 2026

Re: Discussion on Agreement between the Village of Ruidoso and LJA Engineering, Inc for Professional Engineering Services at Sierra Blanca Regional Airport (SBRA) Awarded through RFP #2026-010P.

Item Summary:

Discussion on Agreement between the Village of Ruidoso and LJA Engineering, Inc for Professional Engineering Services at Sierra Blanca Regional Airport (SBRA) Awarded through RFP #2026-010P.

Financial Impact:

Upon award, task orders will be issued and budget appropriated at that time from the Airport Enterprise Fund's Professional Services line item (503-170-52006).

Item Discussion:

Develop project plans and specifications for the Sierra Blanca Regional Airport.

Recommendations:

To Discuss Agreement between the Village of Ruidoso and LJA Engineering, Inc for Professional Engineering Services at Sierra Blanca Regional Airport (SBRA) Awarded through RFP #2026-010P.

ATTACHMENTS:
RFP__2026-010P_Professional_Engineering_Contract_1.pdf

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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

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

Village of Ruidoso
Department: Finance
ATTN: Procurement Manager
313 Cree Meadows Drive
Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1081
Email: purchasing@ruidoso-nm.gov

LJA Engineering Inc.
ATTN: Thomas Lowe, PE
Title: Senior Vice President, Transportation
480 W. Park Drive, Suite 201
Grand Junction, CO 81505
Phone: 512-767-7300
Email: tlowe@lja.com

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

WHEREAS, all terms and conditions of the RFP #2026-010P Professional Engineering Services and the Consultant's response to such document(s) are incorporated herein by reference; and

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

1. Definitions

A. "Business Hours" means 8:00 AM to 5:00 PM Local Time.

B. "Procuring Agency" means any state agency or local body that enters into an Agreement to procure products or services.

C. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.

D. "RFP" means Request for Proposals as defined in statute and rule.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Village of Ruidoso.

2. <u>Scope of Work</u>.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. <u>Compensation.</u>

A. Compensation Schedule. The Procuring Agency shall pay the Consultant based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

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

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

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any

authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall require all Sub-Consultants to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

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

4. Term.

This agreement shall be effective June 9, 2026, through June 8, 2027, with the option to renew for up to three (3) additional one-year terms, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. Termination.

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

B. Notice; Procuring Agency Opportunity to Cure.

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

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

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Consultant's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Consultant shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.
THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations.

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

7. Status of Consultant.

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

8. Conflict of Interest; Governmental Conduct Act.

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

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

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

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Consultant is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

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

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

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

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

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

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

9. Amendment.

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

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

10. Merger.

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

11. Penalties for violation of law.

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

12. Equal Opportunity Compliance.

The Consultant agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Consultant

assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

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

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Consultant acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit.

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

16. Invalid Term or Condition.

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

17. Enforcement of Agreement.

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

18. Non-Collusion.

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

19. Succession.

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

20. Headings.

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

21. Default/Breach.

In case of Default and/or Breach by the Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. Equitable Remedies.

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

23. New Mexico Employees Health Coverage.

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

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com/.

24. Employee Pay Equity Reporting.

Consultant agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Consultant also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant itself may not meet the size requirement for reporting and be required to report itself.

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

25. Indemnification.

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

26. Default and Force Majeure.

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

27. Assignment.

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

28. Subcontracting.

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

29. Inspection of Plant.

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

30. Commercial Warranty.

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

31. Condition of Proposed Items.

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

32. Release.

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

33. Confidentiality.

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

34. Consultant Personnel.

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

Thomas Lowe, PE, Ken Moen, A.A.E, Mike Garcia.

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Consultant's personnel assigned to the Project is reduced for any reason, Consultant shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Consultant shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Consultant shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Consultant's best and final offer; and (3) the Consultant's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. Inspection.

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Consultant shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Consultant shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

(1) require the Consultant to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Consultant fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

(1) by Agreement or otherwise, perform the services and charge to the Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
(2) terminate the Agreement for default.

38. <u>Contract Provisions</u>

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement.
C. Compliance with Executive Order 11246 of September 24, 1965, entitled ‘‘Equal Employment Opportunity,’’ as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
D. Compliance with the Copeland ‘‘Anti-Kickback’’ Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
E. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5).
F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5).
G. Notice of awarding agency requirements and regulations pertaining to reporting.
H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or under such contract.
I. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.
L. Compliance with all applicable standards, orders, or requirements issued under section 306of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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

39. Insurance.

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers' liability: $100,000.

B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars ($1,000,000.00) coverage.

C. Consultant shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Consultant. Such a certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

40. <u>Arbitration.</u>

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

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

SIGNATURES:

Village of Ruidoso:	**Consultant:**
_____	_____
Lynn D. Crawford, Mayor	Consultant, Title
Date:_____	Date:_____

ATTEST: _____
Yvonne Vigil, Village Clerk

Attachment A – Required Federal Clauses

1.1 ACCESS TO RECORD AND REPORTS (Reference - 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

1.2 BREACH OF CONTRACT (Reference - 2 CFR Part 200, Appendix II(A))

Any violation or breach of terms of this contract on the part of the [*Consultant*] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [*Consultant*] written notice that describes the nature of the breach and corrective actions the [*Consultant*] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [*Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Consultant*] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

1.3 CIVIL RIGHTS – General (Reference - 49 U.S.C. § 47123)

1.3.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

1.3.2 Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

1.3.3 Specific Clause that is used for Lease Agreements or Transfer Agreements

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

1.4 CIVIL RIGHTS – Title VI Assurance (Reference - 49 U.S.C. § 47123, FAA Order 1400.11)

1.4.1 Title VI Solicitation Notice:

The (Title of Recipient), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

1.4.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

1.4.3 Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance: In** the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Contractor becomes

involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

1.5 CLEAN AIR AND WATER POLLUTION CONTROL (Reference 2 CFR Part 200, Appendix II(G), 42 U.S.C. § 7401, et seq, 33 U.S.C. § 1251, et seq)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

1.6 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (Reference 2 CFR Part 200, Appendix II(E), 29 CFR § 5.5(b)(2), 29 CFR 5.8(a), 40 U.S.C. § 3702(c), 40 U.S.C. § 3704)

1. Overtime Requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be

determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

1.7 COPELAND "ANTI-KICKBACK" ACT (Reference 2 CFR Part 200, Appendix II(D), 29 CFR Parts 3 and 5)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

1.8 DAVIS-BACON REQUIREMENTS (Rference2 CFR Part 200, Appendix II(D), 29 CFR Part 5, 49 USC § 47112(b), 40 USC §§ 3141-3144, 3146, and 3147)

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster

(WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation

Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of

apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

1.9 DEBARMENT AND SUSPENSION (Reference - 2 CFR Part 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR Part 1200, DOT Order 4200.5, Executive Orders 12549 and 12689)

See page Appendix G – Debarment Certificate

1.10 DISADVANTAGED BUSINESS ENTERPRISE (Reference 49 CFR Part 26, 49 U.S.C. § 47113)

Bid Information Submitted as a matter of responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;

3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal

5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;

3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;

5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information requirements for negotiated procurements:

In a negotiated procurement, such as a procurement for professional services, the Sponsor may allow the bidder/offeror to make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required under the above responsiveness or responsibility procedures before the final selection for the contract is made by the recipient.

Bid Information submitted for Design-Build projects:

In a design-build contracting situation, in which the Sponsor solicits proposals to design and build a project with minimal-project details at time of letting, the Sponsor may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of 49 CFR § 26.53 that applies to design-bid-build contracts. To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the recipient must provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

Solicitation Language (Solicitations with No DBE Contract Goal)

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number of days, not to exceed 30] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify number of days, not to exceed 30] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided)

The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph A11.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of [Name of Recipient]. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent [Name of Recipient]. Unless [Name of Recipient] consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if [Name of Recipient] agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to [Name of Recipient] its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to [Name of Recipient], of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [Name of Recipient] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [Name of Recipient] may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

1.11 DISTRACTED DRIVING (Reference - Executive Order 13513, DOT Order 3902.10)

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

1.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Reference - 2 CFR § 200, Appendix II(K), 2 CFR § 200.216)

Contractor and Subcontractor agree 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)).

1.13 DRUG FREE WORKPLACE REQUIREMENTS (Reference - 49 CFR Part 32, Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101-8106, as amended))

1.14 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference - 29 USC § 201, et seq, 2 CFR § 200.430)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [Contractor] has full responsibility to monitor compliance to the referenced statute or regulation. The [Contractor | Consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

1.15 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (Reference - 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR Part 200, Appendix II(I), 49 CFR Part 20, Appendix A)

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.16 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference - 29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

1.17 PROCUREMENT OF RECOVERED MATERIALS (Reference - 2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR Part 247, 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

1.18 RIGHT TO INVENTIONS (Reference - 2 CFR Part 200, Appendix II(F), 37 CFR Part 401)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

1.19 SEISMIC SAFETY (Reference - 49 CFR Part 41)

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that

provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

1.20 TAX DELINQUENCY AND FELONY CONVICTIONS (Reference - Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts. DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is (_) is not (_) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (_) is not (_) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

1.21 TERMINATION OF CONTRACT (Reference - 2 CFR Part 200, Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)

1.21.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.

2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.

3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

1.21.2 Termination for Default

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

TERMINATION FOR CAUSE (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;

2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;

3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;

4. Fails to comply with material provisions of the Contract;

5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or

6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in

the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Owner: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the Project; or

3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;

2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

1.22 TRADE RESTRICTION CERTIFICATION (Reference 49 USC § 50104, 49 CFR Part 30)

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

1.23 VETERAN'S PREFERENCE (Reference - 49 USC § 47112(c))

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era

veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

1.24 DOMESTIC PREFERENCES FOR PROCUREMENTS (Reference - 2 CFR § 200.322, 2 CFR Part 200, Appendix II(L))

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

1.25 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS) (Reference - FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936, 49 U.S.C. § 44801 note)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

APPENDIX F – DETAILED SCOPE OF WORK

RFP# 2026-010P Professional Engineering Services

The engineering firm may perform professional services as hereafter stated:

1. To develop project plans and specifications for the Sierra Blanca Regional Airport.
2. To develop project plans and specifications for a new terminal building.
3. To apply for federal and state grants for the Village of Ruidoso (Sierra Blanca Regional Airport) to help defray the cost of the engineering services and construction.
4. To assist in development of invitations to bid, receipt of bids, and prepare recommendation of Award and Contract to the Village of Ruidoso.
5. General construction management, engineering supervision and contract administration during construction.
6. Periodic or full-time on-site construction observation during project construction.
7. Multi Agency Compliance with rules and regulations.
8. To assist with the development of a financial plan for the Sierra Blanca Regional Airport.
9. To assist with Capital Improvement Planning and Programming for the Sierra Blanca Regional Airport.
10. To assist with the development of an economic development plan for the Sierra Blanca Airport.
11. To assist with the recruitment of commercial airline and/or commercial freight carrier services for the Sierra Blanca Regional Airport.
12. General security upgrades, including fencing, gates, and security cameras.
13. Fuel farm renovations and/or relocation.

Contemplated Projects under this contract may include:
Most airports just list projects contemplated over the four years. So for example, you can just make it as simple as:

Update airport master plan
Update airport layout plan and exhibit A
Runway 06-24 Pavement Maintenance and Rehabilitation
Runway 12-30 Pavement maintenance and rehabilitation
Taxiway A, B and connectors pavement maintenance and rehabilitation
Apron Pavement maintenance and rehabilitation
Upgrade airport lighting system
Acquire SRE
Acquire ARFF Truck
Construct/renovate Terminal Building
Perimeter fencing and gates
NAVAID replacement
Fuel farm replacement/rehabilitation
Study designs to establish the framework and detailed work program
Airport data collection and facility inventories
Facility requirements determination
To complete interior and exterior renovations to existing airport terminal
Capital Improvement Planning and Programming

Airport financing planning
Project Coordination (Grant Management)

The above-contemplated projects are dependent upon federal AIP funding and State Aviation Division funding and approval of the Village of Ruidoso, so it shall be understood that some of the services related to the above-listed projects may be deleted and that the Village of Ruidoso reserves the right to initiate additional services not included in the initial procurement. Services, as outlined in FAA Advisory Circular 150/5100-14E include engineering and planning services for all phases and required incidental services for some or all of the above projects which may be multiple FAA and/or NMDOT - Aviation Division grants funded.

LJA AVIATION

Sierra Blanca Regional Airport (SBRA)

Statement of Qualifications for Professional Engineering Services

RFP #2026-010P

Technical Proposal



May 26, 2026

LJA Engineering, Inc.

APPENDIX D - LETTER OF TRANSMITTAL FORM

RFP#: 2026-0l0P Professional Engineering Services

Offeror Name: LJA Engineering, Inc. **FEIN#** 76-0540328

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

Aviation headquarters: LJA Aviation

480 W. Park Drive, Suite 201

Grand Junction, CO 81505

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name Thomas Lowe, PE

Title Senior Vice President, Transportation

E-Mail Address tlowe@lja.com

Telephone Number 512-767-7300

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name Ken Moen, A.A.E.

Title Vice President, Aviation

E-Mail Address kmoen@lja.com

Telephone Number 775-240-0533

4. The person authorized by the organization to clarify/respond to queries regarding this Offer:

Name Mike Garcia

Title New Mexico Market Lead

E-Mail Address mikegarcia@lja.com

Telephone Number 505-274-0371

5. Use of Sub-Consultants (Select one)

___ No Sub-Consultants will be used in the performance of any resultant contract OR

_x_ The following Sub-Consultants will be used in the performance of any resultant contract:

Gensler | Architectural Services

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Sub-Consultants listed in (5) above) which will be used in the performance of any resultant contract.

N/A

(Attach extra sheets, as needed)

7. ☐ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
   ☐ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
   ☐ I acknowledge receipt of any and all amendments to this RFP.

Authorized Signature

Date

(Must be signed by the person identified in item #2, above.)

Table of Contents

Letter of Transmittal	**Tab A**
Table of Contents	**Tab B**
Proposal Summary	**Tab C**
Response to Contract Terms and Conditions	**Tab D**
Offeror's Additional Terms and Conditions	**Tab E**
Response to Specifications	**Tab F**
1. Corporate Experience and Capabilities	01
2. Program Manager Experience	08
3. Experience in Airport Development Projects	19
4. Knowledge of State, Local, and Federal Procurement and Contracting Policies and Procedures	20
5. Specialized Planning and Past Record of Performance	21
6. Airport Familiarity and Project Understanding	30
7. Why LJA Aviation?	35
Appendix B | Campaign Contribution Disclosure Form	36
Appendix G | Debarment Certification	38
Appendix H | Non-Collusion Affidavit	39



Proposal Summary

May 26, 2026

Village of Ruidoso
Attention: Procurement Manager
313 Cree Meadows Drive
Ruidoso, NM 88345

Point of Contact
Mike Garcia
New Mexico Market Lead
970.270.8519
mikegarcia@lja.com

Re: Statement of Qualifications for Professional Engineering Services

Dear Selection Committee Members:

At LJA Engineering, Inc. (LJA), we are Employee-Owned and Client Focused. We are a full-service engineering consultancy firm delivering purpose-driven projects backed by expertise and ownership. With over 3,000 employee-owners, we offer full-service planning, engineering, and construction management to deliver impactful projects that enrich communities.

Throughout this Statement of Qualifications (SOQ), we will introduce our aviation team and subconsultant partners, present our extensive relevant experience, and demonstrate how our values, capabilities, and availability align with the Village of Ruidoso (Village) and Sierra Blanca Regional Airport's (SBRA) goals and objectives. We request your favorable consideration of our services for all upcoming airport projects.

The Right Team | The LJA Aviation Team is a carefully chosen group of aviation professionals with solid experience in engineering, planning, and aviation support services. Our staff has delivered dependable work and impeccable client service across New Mexico for over 30 years, including at SBRA with a previous firm, and I'm confident we will meet and exceed your expectations.

Hands-On Leadership | LJA Aviation is ready to provide hands-on leadership and support throughout your upcoming projects. Unlike firms that rely on limited aviation staffing or remote support, LJA maintains a dedicated aviation team, including former airport managers, engineers, planners, Autodesk Civil 3D design specialists, compliance specialists, and business development staff, delivering a full-service team to SBRA. Our Albuquerque aviation team's presence and availability ensures responsiveness, accessibility, and direct engagement with airport leadership. When issues arise, we show up.

Full-Service Support | SBRA and the Village have long valued the comprehensive support provided by this team under their previous firm. Now, with LJA's leadership, that same trusted aviation team is equipped with superior resources, clearer direction, and enhanced capabilities, positioning us to deliver even higher-quality projects, planning, and support services to SBRA and the Village.

We understand the importance of maintaining safe, efficient, and cost-effective airfield infrastructure. By combining LJA's multidisciplinary resources with our aviation team's decades of hands-on airport project experience, we bring the capabilities of a large firm with the personal service of a specialized consultant.

Our goal is to deliver solutions that meet Federal Aviation Administration (FAA) and state standards, while supporting your long-term operational vision. LJA would be honored to partner with you on SBRA's upcoming projects. We are ready to bring the ideal combination of expertise, attention to detail, and clear communication to ensure your improvements are made on time, on budget, and of the highest quality.

We look forward to the opportunity to discuss how we can support your airport's continued success.

Sincerely,



Kenneth Moen, A.A.E.
Vice President, Aviation

EXCEPTIONS LIST TO RFP 2026-010P

1. Please edit Section *25 Indemnification* of the Professional Services Agreement as follows:

The Consultant shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail. **The defense obligation does not apply to Professional Liability or Workers' Compensation claims. As it relates to such claims, Consultant shall be liable for reasonable defense costs incurred by the Procuring Agency, but only after final adjudication and only to the extent that Consultant is found at fault.**

Explanation: LJA's professional liability and workers comp policies are unique in that they provide no up-front legal defense of third parties, and therefore, regardless of whether Consultant is required to defend the Client for professional negligence claims, we are not insured to provide such a defense. However, we can be liable for (and reimburse) those defense costs to the extent that we are liable.

2. Please edit Section 39 *Insurance* of the Professional Services Agreement as follows:

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

Explanation: Professional Liability insurance is fundamentally different from CGL or auto. It protects the insured's own professional judgment and services. It is not designed to extend coverage to third parties, and carriers do not permit adding non-professional entities as additional insureds because they are not performing the insured professional services. By contrast, CGL and auto policies are built to cover third-party liability arising from operations or vehicle use, so adding additional insureds in those contexts is standard and contemplated by the policy structure.

Offeror's Additional Terms and Conditions

N/A | LJA Engineering, Inc. has no additional terms or conditions.

Brief History of Firm

LJA was established to be the premier engineering firm across the southeastern US and beyond by providing high-quality, innovative, and cost-effective services to our clients. From the beginning, the firm stood out by recognizing the importance of quality engineering solutions amid a culture of visionary leadership and collaborative delivery. Our reputation is built upon a 54-year legacy of mutual trust, among our staff and our clients, driving our commitment to deliver the best solutions for complex building and business challenges.

The firm began in 1972 when John "Dutch" Lichliter founded The Lichliter Company. In 1976, Bill Jameson came on board as president, and the firm became Lichliter/Jameson & Associates. The firm evolved into LJA Engineering, Inc. in 2011, as it is known today. At LJA, we continue to build upon our reputation, while broadening our knowledge and constantly striving to be better.

To us, there is no measure of success that matters more than our own drive to exceed the firm we were yesterday. This is what our clients value most and have come to expect. Our history defines us, but in no way limits us. Beginning in 2025, we are proud to introduce our aviation services, marking an expansion that reflects our commitment to innovation and our mission to set a new standard in the industry. The best companies are about great people – and great people, working together, make great projects.

Firm Information

54
Years in Business

3,000+
Employee-Owners

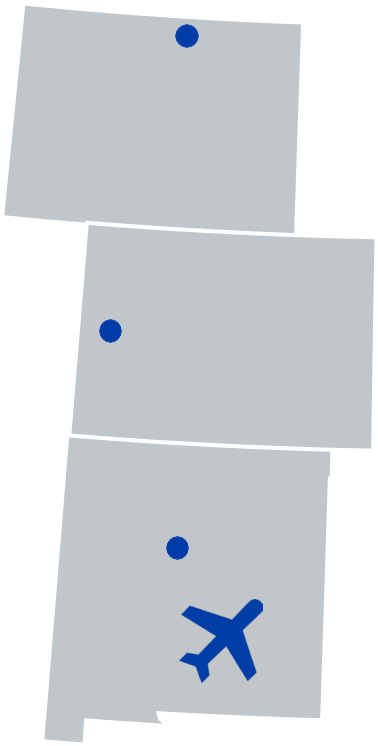
100%
Employee-Owned

90+
Offices

Areas of Expertise

- Transportation/Aviation
- Public Works
- Land Development
- Energy
- Environmental
- Surveying
- Rail Services
- Telecom

Offices Providing Services



Mike Garcia, Tim Archibeque, PE, and Gabe Lopez will provide project management and design from Albuquerque, NM.

Our Design Hub will support from our aviation headquarters in Grand Junction, CO with planning support in Sheridan, WY.

Award Placement

2
USA Today
Top Work Place

10
ENR
Texas & Southeast

42
ENR
Top 100 Pure Designers

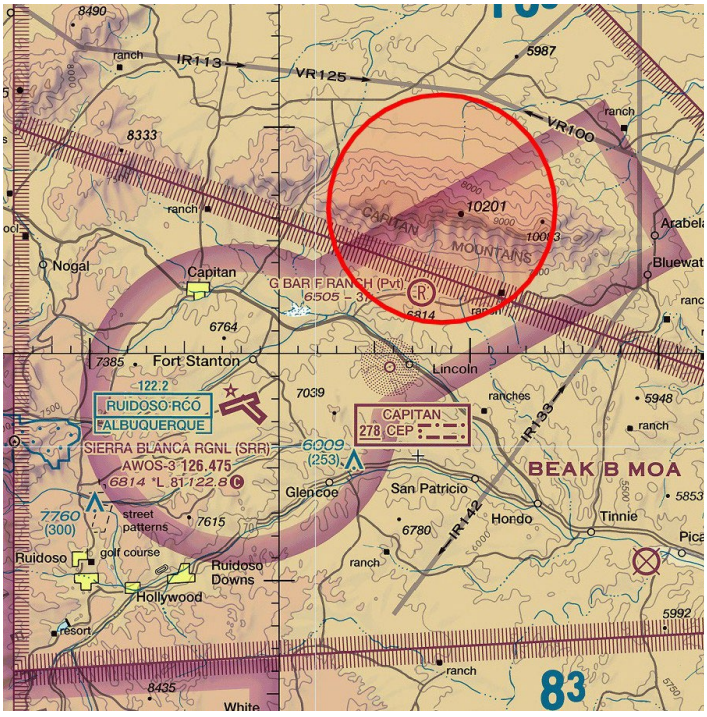
52
ENR
Top 500 Design Firms

Aviation Services

LJA's Aviation Team is ready to provide the engineering design and planning services needed for SBRA's upcoming projects. We have the staff and resources in place to match your schedule and priorities, giving each phase of work the attention it requires. With the support of LJA's full range of disciplines, we can deliver responsive, efficient, and high-quality aviation design services from start to finish.

Our team brings decades of practical experience in airfield design and FAA-compliant engineering. That expertise is strengthened by LJA's in-house capabilities in surveying, geotechnical evaluation services, environmental assessments, and construction management, allowing us to manage every aspect of a project without the delays and coordination challenges that often come with outside consultants.

We take a straightforward, proactive approach to scheduling. Potential challenges are identified early, and practical solutions are applied to keep progress moving. Engineering Project Manager Tim Archibeque, PE, and Planning Project Manager Justin Heid, A.A.E., will provide hands-on oversight to make sure resources are aligned with project needs and adjusted quickly if circumstances change. With this approach, we are confident in our ability to deliver projects on time, on budget, and to the high standards expected by SBRA.



Source: 2026 SkyVector®

Our Team Proudly Offers:

Engineering Design
- Runways, Taxiways, Aprons, Utility Infrastructure, Access Roads, Airport Lighting and Navigation Systems, Pavement Management Programs, Traffic Control Systems, Parking Facilities, Terminal Design

Master Planning
- Airport Master Plans, Airport Layout Plans, Airport System Planning, Airport Improvement Plans, Airport Planning Studies, Advanced Air Mobility Integration Studies, Aerospace Planning Studies

Environmental
- Environmental Studies and Analysis, Noise and Air Quality Studies, NEPA Documentation, Site Selection and Feasibility Studies, GIS

Site Development
- Terminals, Hangars, Maintenance Facilities, Storage Buildings, Consolidated De-Icing Facilities, Fuel Farms

Land Development
- Adjacent Land Acquisition and Development, Land-Use Studies

Survey
- Airport/Airspace Survey, Obstruction Analysis, Photogrammetry

Construction Management
- Provide Project-Level Administration, Inspection, and Management

Airport Management Consulting
- Provide On-Call Services, Airport Business/ Strategy Planning, Industry and Market Assessments, Capital Programming, Program Optimization, Airport Management Compliance Program Development, Cost Estimating, Rates and Charges Studies, Rent Studies, Policies, Airport Rules and Regulations, Minimum Standards, DBE Program Management

Airport Capital Improvement Plan (ACIP) Process

Airports included in the National Plan of Integrated Airport Systems (NPIAS) are required by the FAA to prepare and submit an Airport Capital Improvement Plan (ACIP or CIP) annually in accordance with FAA Order 5090.5. A CIP's quality directly influences an airport's ability to secure funding, maintain compliance, and advance priority projects. A poorly developed CIP can lead to missed funding opportunities, delayed project delivery, and misalignment with long-term airport needs.

A well-prepared CIP clearly identifies and prioritizes development needs, provides justification for each project, establishes realistic cost estimates, and outlines viable funding strategies. With LJA Aviation's support, the CIP becomes a strategic planning tool that drives airport growth, strengthens funding advocacy, and reinforces the airport's long-term economic impact.

As a trusted airport engineering and planning partner, LJA Aviation develops CIPs that align with each sponsor's goals and operational realities. Our team leverages integrated aviation services, including planning, engineering, environmental, and airport management support, to help airports build a program that is both achievable and competitive within FAA funding environments.

LJA Aviation's proven CIP development process is a collaborative approach to help airports plan effectively, advocate for resources, and deliver capital projects successfully.



OUR PROCESS

1. On-Airport Needs Assessment

- Conduct on-site evaluations of existing and future infrastructure needs, reviewing master plan recommendations, ALP data, pavement conditions, and airport activity forecasts.

2. Stakeholder CIP Coordination Meeting

- Facilitate a collaborative CIP meeting with airport leadership to identify and prioritize capital projects using a criteria-based approach grounded in safety, compliance, capacity, and economic benefit.

3. Development of Cost Estimates and Exhibits

- Prepare cost estimates and planning exhibits that accurately represent and champion airport projects.

4. Participation in FAA and State DOT CIP Workshops

- Represent and support airport sponsors during FAA and State DOT programming meetings to align the CIP with ADO priorities and optimize positioning for AIP, BIL/IIJA, and state funding.

5. Preparation and Submission of the CIP

- Assemble all required CIP documentation, including project descriptions, environmental considerations, and funding strategies, for submittal to the FAA and State DOT.

6. Review of Finalized CIP and Ongoing Updates

- Review the finalized FAA/State CIP with the sponsor and support annual updates to adjust for evolving needs, project timing, and funding thresholds, including the FAA's required Overall Development Objectives (ODOs).

OUTCOME AND BENEFITS

This process ensures each airport's CIP is clear, defensible, and aligned with federal and state expectations and priorities. Every recommended project is supported by a thoughtful needs assessment, a realistic funding path (federal, state, local, and alternative sources), and a logical connection to master planning and long-range goals. The result is a CIP that strengthens funding competitiveness and lays out a strong foundation for successful project delivery.

Engineering Project Approach

LJA's Aviation Team is focused on supporting general aviation and commercial service airports through federally and state-funded planning, design, and construction projects. Our team is highly experienced and understands the FAA Airport Improvement Program (AIP) process and New Mexico's unique funding structure, and we are committed to guiding airport management through each step. Our approach to completing high-quality airport engineering projects is outlined below and continued on the following page.

1 Planning and ACIP Development

Each year, airport management participates in the ACIP process to identify and prioritize projects. LJA leads airport management through this process and prepares and submits its ACIP to both the FAA and New Mexico Department of Transportation (NMDOT), ensuring projects are consistent with FAA design standards and shown on the current Airport Layout Plan. This includes submitting the FAA ODOs with estimated project costs.

Communication and Coordination: This planning phase typically requires an in-person meeting with airport management to discuss and prioritize project possibilities. Then, your airport engineer and CAD specialist will develop detailed construction cost estimates and visual exhibits, which will be reviewed and approved digitally. Finally, we will attend the FAA- and NMDOT-hosted ACIP meeting to discuss project funding needs and advocate for your priorities.

2 Environmental Review

Before receiving FAA or NMDOT funding, projects must meet environmental requirements under the National Environmental Policy Act (NEPA). Most general aviation projects qualify for a Categorical Exclusion (CATEX), but some may require additional studies. LJA prepares documentation and coordinates with both the FAA and NMDOT for environmental clearance.

Communication and Coordination: To facilitate the environmental review processes, airport management will meet with LJA engineering and planning staff virtually to discuss the project footprint and environmental impacts. The planner will then coordinate the CATEX document and associated cultural resource studies, compile the necessary documentation, and provide it for management's signature and submission to the FAA.

3 Grant Application

Once environmental clearance is received, airport management can apply for funding. LJA assists with FAA grant applications using required forms (e.g., SF-424, 5100-100) and ensures all certifications are included. For NMDOT grants, we help airport management navigate the Airport IQ System portal and meet state-specific deadlines and match requirements.

Communication and Coordination: Grant applications are drafted by LJA staff and reviewed by airport management digitally before being submitted electronically to the FAA. LJA will work with airport management to submit matching grant applications to NMDOT through the Airport IQ System. As your aviation specialist, we make sure all grants are submitted on time and in accordance with FAA regulations.

4 Design Phase

After funding is secured, LJA works with airport management to finalize the scope and begin design. We follow FAA Advisory Circulars and NMDOT standards, coordinate with subconsultants, and prepare engineering drawings, technical specifications, and cost estimates to meet FAA and NMDOT requirements. We also prepare all contract and bidding documentation required for project solicitation.

Communication and Coordination: The Design Phase starts with a project pre-design meeting, typically held in person at the airport or virtually, attended by airport management, the FAA, and the LJA engineer. Additionally, an on-site visit will be conducted for geotechnical drilling if required by the project scope.

5 Bidding

The LJA engineer prepares a complete bid package that meets all FAA requirements, including provisions under Buy American, Davis-Bacon, and the Disadvantaged Business Enterprise (DBE) program. After bidding, we review all contractors' qualifications and ensure all required documentation has been submitted. LJA assists the airport management in evaluating bids and securing FAA concurrence prior to award.

Communication and Coordination: We manage the advertisement and facilitate the bidding process through a secure online bidding portal to ensure transparency, accessibility, and compliance with FAA and NMDOT standards.

6 Construction Phase

With a Notice to Proceed in place, LJA leads the contractor and airport management through construction administration, contractor coordination, and the inspection process. We ensure the project is constructed in full compliance with FAA- and NMDOT-approved plans and specifications, and that all certified payroll, DBE, and inspection documentation requirements are properly met.

Communication and Coordination: The LJA engineer leads the on-site preconstruction meeting with airport management and the contractor, focusing on schedule, job site requirements, waste management, traffic routes, safety, facilities/utilities, submittal requirements, contractor invoicing, Construction Safety and Phasing Plan (CSPP), phasing, and a project walkthrough.

Throughout the construction phase, as outlined in the scope of work, an LJA representative will be onsite monitoring the construction process and providing daily and weekly reports to the engineer. The LJA engineer will make periodic visits to monitor the construction processes and meet with the contractor.

7 Project Closeout

Once construction is complete, the LJA engineer leads the final inspections and closeout documentation. This includes FAA sponsor certifications and reimbursement forms, as well as NMDOT reporting requirements through the Airport IQ System.

Communication and Coordination: The final inspection process includes an on-site project walkthrough that is attended by the LJA engineer and contractor. Airport management and FAA personnel are also invited to attend.



Planning Project Approach

While aviation consulting is new to LJA, our team brings decades of airport planning and design experience and a long history of working together, enabling us to deliver projects efficiently, consistently, and with a shared commitment to excellence. Our team will apply a proven, collaborative approach to every planning project, ensuring each step is thorough, transparent, and aligned with FAA standards and community needs. Under Justin Heid, A.A.E.'s leadership as Planning Project Manager, we will guide the process from kickoff to final documentation, engaging stakeholders at each stage and delivering practical, implementable solutions. Our structured process, shown below, not only produces high-quality planning documents but also builds consensus, secures FAA support, and prepares airports for long-term success.



1 Project Initiation and Discovery

The process begins with a kickoff meeting, airport tour, and data collection to establish communication protocols, confirm schedules, and set clear project goals and success measures.



2 Existing Conditions and Forecasting

Assess existing airside, landside, terminal, and support facilities for condition, capacity, and compliance, while also preparing aviation demand forecasts based on FAA and/or State guidance, historic trends, and stakeholder input.



3 Facility Needs and Alternatives

Forecasts identify facility needs, which guide the development of alternatives evaluated for feasibility, cost, environmental impact, and alignment with airport goals, with stakeholder input refining the preferred option.



4 Airport Layout Plan

A compliant Airport Layout Plan documents the preferred development plan for the airport. This planning document establishes the development that is planned to occur through the planning period.



5 Implementation and Funding Plan

The plan includes phasing strategies, cost estimates, and funding analyses, resulting in a CIP that prioritizes projects by safety, demand, and eligibility under Federal and State grant programs.



6 Stakeholder Engagement and Final Documentation

Projects conclude with an approved plan and implementation strategy, including accessible reports, ALP drawings, and presentations to Village leadership and community stakeholders with clear visuals for transparency.

Subconsultant Experience and Capabilities

Our team is supported by a trusted subconsultant firm, Gensler, who brings specialized expertise and a proven record of delivering quality results. Our aviation personnel have worked extensively with their team on past projects and know firsthand the value they bring through their technical skill, responsiveness, and commitment to collaboration. Together, we offer a cohesive team that's ready to deliver efficient, well-coordinated project results.

Gensler

Gensler, **selected to provide architectural services**, is a global architecture, design, and planning firm with 57 locations and more than 6,000 professionals worldwide. With roots centered in three decades of aviation facilities experience, planning, and architectural design, they know that each square foot in an airport represents a significant investment and must justify itself in performance and productivity.

40+ Years of In-Depth Aviation Experience and Leadership | For over 40 years, Gensler has been providing design services on more than 145 domestic and international terminal projects. They understand the key operational and business drivers in aviation design that, when coupled with an understanding of the needs of stakeholders, offers insight into future trends. Their current research is proving there is a relationship between terminal design and passenger experience – the physical environment of the airport terminal is highly important to the quality of the passenger travel experience. Additionally, restrooms, security checkpoints, baggage claim, customs and arrival/departure from the airport are all at the top of the passenger quality list.

Their Passion is Regional Airports | Their experience includes significant planning, renovation, and expansion efforts at airports of comparable size and scale. Recent examples include Gunnison-Crested Butte Regional Airport, Eagle County Regional Airport, Jackson Hole Airport, Aspen/Pitkin County Airport, Taos Regional Airport, and Reno Tahoe International Airport.

Gensler has been working with regional airports in New Mexico on similar aviation projects since 2018, including:

- Sierra Blanca Regional Airport: Terminal Concept
- Four Corners Regional Airport: TSA Checkpoint Modification Design and Construction
- Belen Regional Airport: ARFF and FBO Concept Design
- Gallup Municipal Airport: Terminal Schematic Design
- Roswell Air Center: Terminal Evaluation Study
- Taos Regional Airport: Terminal Design

Gensler has also worked on projects across the state for public universities, city agencies, hotels, private workplace clients, the federal government, auto dealerships, residential developments, and more. They are located approximately seven hours by car and just one hour by air from your site. Most of their regional airport projects are outside their immediate community, so it is customary for them to serve clients in a similar capacity. This approach ensures timely support and efficient project delivery while maintaining strong regional connections.

Gensler has supported community outreach efforts and worked with clients navigating City and County processes to develop projects adopted and supported by their communities. They recognize the importance of clear and effective communication with stakeholders both inside and outside the airport facility. Gensler has been working in New Mexico for over 35 years, and are passionate about continuing to grow this experience and our relationships or many years to come.

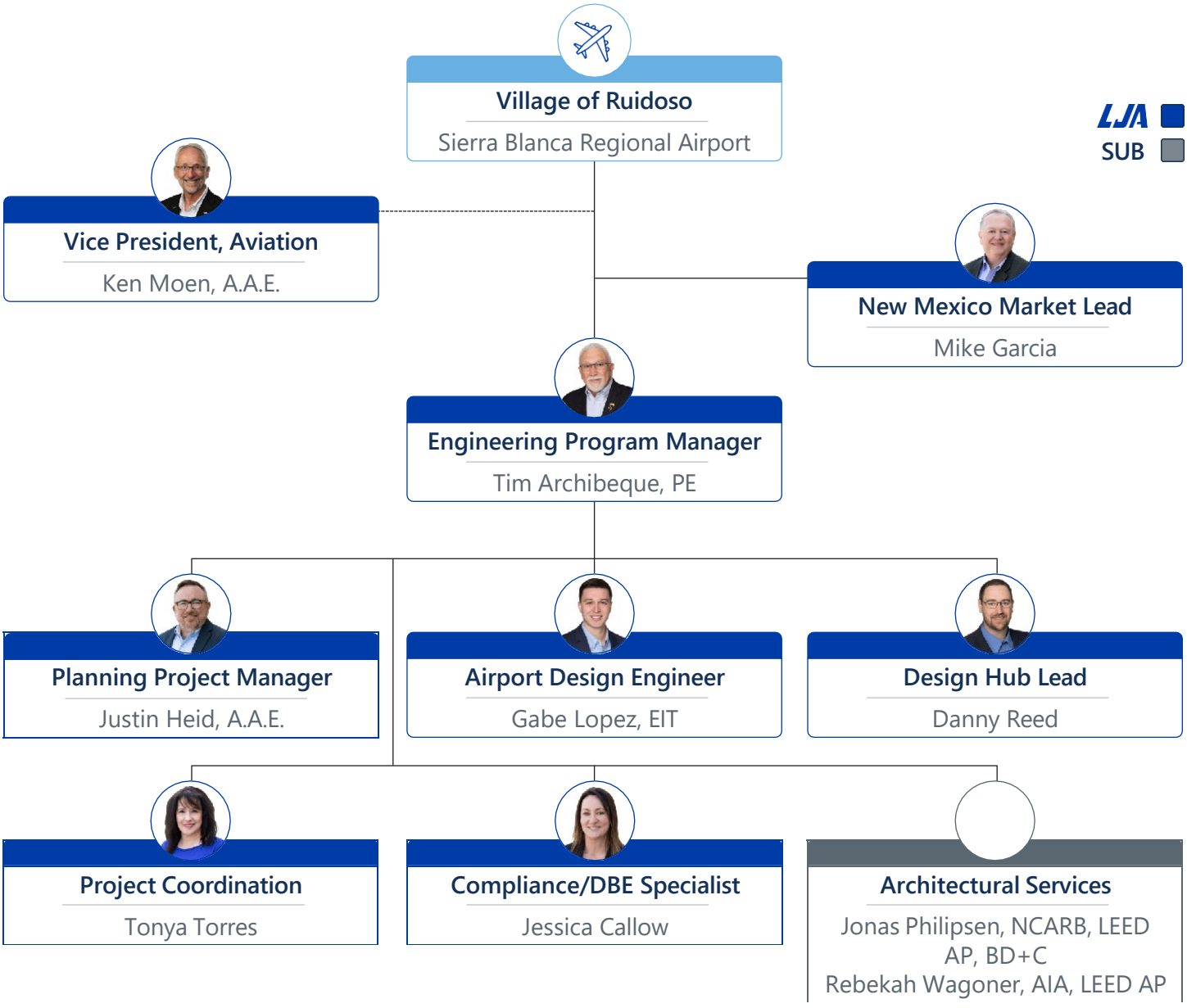


Terminal Concept | Sierra Blanca Regional Airport

Organizational Chart

LJA is proud to introduce the team of aviation professionals who will deliver all upcoming projects at SBRA. Each individual shown in the organizational chart below has been carefully selected for their expertise, proven experience, and commitment to providing outstanding aviation services. Together, they represent the depth of knowledge and resources necessary to support every aspect of your engineering projects, from initial design through construction.

Our team was intentionally assembled to balance technical proficiency with practical, hands-on experience in aviation engineering. With leadership from Program Manager and Engineering Project Manager Tim Archibeque, PE, and the support of LJA's aviation and multi-discipline specialists, this group is well-prepared to respond to project needs, maintain clear communication, and ensure the successful completion of the work within the Village's schedule.





Tim Archibeque, PE

Program Manager | New Mexico Project Engineer/Project Manager

33 years of experience

Education
BS, Civil Engineering
New Mexico State University

Professional License
2004, New Mexico 16678

Affiliations
National Society of Professional Engineers (NSPE)

New Mexico Airport Managers Association (NMAMA)

New Mexico Municipal League (NMML)

Contact
505.366.4451
tarchibeque@lja.com
Albuquerque, NM

LJA AVIATION

Summary of Qualifications

Tim serves as a Project Engineer and Project Manager supporting LJA's aviation projects throughout New Mexico. With 33 years of experience in aviation engineering, he contributes to the planning, design, and implementation of airfield infrastructure improvements for general aviation and commercial service airports.

Tim's experience includes runway, taxiway, and apron rehabilitation and reconstruction, as well as airfield lighting and safety improvements. He works closely with airport sponsors, state aviation officials, and the FAA to support projects funded through federal and state aviation programs.

Through coordination with LJA's Aviation Team and national in-house technical disciplines, Tim helps deliver practical, constructible solutions that support safe, efficient, and reliable airport operations.

All projects outlined below were completed at previous employers; services not provided by LJA Engineering, Inc.

Relevant Sample Experience

Runway 3-21 | Roswell Air Center, Roswell, NM – As Project Engineer/Manager, managed the $18M reconstruction of Runway 3-21 and portions of Taxiways B, D, E, and F. The project was completed in three phases and included reconstruction of the outer 25-foot asphalt edges with 25 feet of 17-inch-thick concrete paving along the 13,000-foot runway. Airfield lighting and signage were replaced to meet current FAA standards. The runway and taxiways were remarked, and thermoplastic markings were installed on taxiways to reduce long-term maintenance associated with paint.

Runway 8-26 and Taxiway A Reconstruction PER and Design | Deming Municipal Airport, Deming, NM – As Senior Project Manager/Engineer, managed the Preliminary Engineering Report (PER) and design for the reconstruction of Runway 8-26 and Taxiway A. Based on visual inspections and geotechnical testing, it was determined that Taxiway A required a mill and fill of approximately two to three inches of surface course. Due to funding constraints, Runway 8-26 will receive pavement maintenance treatments, including crack sealing, seal coating, and remarking of the entire runway, to help preserve the existing asphalt pavement until full reconstruction is warranted. The project also includes installation of new airfield lighting and signage.

Runway 16-34 Reconstruction | Ohkay Owingeh Airport, Ohkay Owingeh, NM – Served as Project Manager/Engineer for the reconstruction of Runway 16-34 (75-foot by 5,007-foot). The runway was fully reconstructed due to deterioration of the existing pavement. Work included removal of the existing pavement and base course, stabilization and compaction of the subgrade, placement of new base course, and installation of a new asphalt surface course. The project also included installation of new airfield lighting, signage, and NAVAIDS, including REILS and PAPIs. New drainage structures were installed to address existing drainage issues.

Terminal Apron Rehabilitation | Deming Municipal Airport, Deming, NM – As Senior Project Manager/Engineer, managed the design and construction of the Terminal Apron Rehabilitation Project. The work included removal of deteriorated concrete pavement, followed by full reconstruction of the subgrade and base course and placement of a new asphalt surface course. The remaining apron areas were rehabilitated through milling of approximately two inches of the existing surface course, crack sealing, and installation of a new two-inch asphalt surface course with updated pavement markings.

Roswell Military Airport Program (MAP) | Roswell Air Center, Roswell, NM – Served as Project Manager/Engineer for Roswell's Military Airport Program (MAP), which consisted of three project phases:

- Phase 1 – Terminal Parking Improvements: Designed and constructed paved vehicle parking areas surrounding the terminal building. Seven parking concepts were evaluated, with two selected for design and construction. The completed project added approximately 100 passenger parking spaces, including ADA-compliant parking, sidewalks, and crosswalks.
- Phase 2 – Terminal Apron and Taxiway Improvements: Designed and reconstructed the terminal apron and adjacent taxiway pavement, including rehabilitation of both asphalt and concrete pavement. Work included routing and sealing concrete joints, spall repair, partial and full slab replacement, and milling and overlay of asphalt pavement.
- Phase 3 – Electrical Vault Replacement: Designed the replacement of two existing electrical vaults with a single combined vault facility. The new facility includes 10 new regulators, upgraded electrical components, modern computer-based airfield lighting control systems, backup generator power, and HVAC systems to maintain environmental control for the control equipment.

Runway 6-24 & Taxiway A Reconstruction | Gallup Municipal Airport, Gallup, NM – Served as Project Engineer for the reconstruction of Runway 6-24 (100-foot by 7,312-foot). The runway rehabilitation included milling and overlay of the existing surface course, along with drainage improvements through maintenance of existing culverts and grading of the runway safety area. Taxiway A, which runs parallel to Runway 6-24, was fully reconstructed, including replacement of the subbase, base course, and surface course. New culverts and underdrains were installed to address drainage concerns, and new airfield lighting and signage were incorporated into the project.



Kenneth (Ken) Moen, A.A.E.

Vice President, Aviation

48 years of experience

Education

BS, Professional Aeronautics, Embry-Riddle Aeronautical University

Certifications

Accredited Airport Executive (A.A.E.) - American Association of Airport Executives (AAAE)

Certified Airport Executive (CAE) – Southwest Chapter of the American Association of Airport Executives (SWAAAE)

AAAE: Airport Certified Employee (ACE) Airport Operations, Airport Security/ Trusted Agent, Airport Communications

Affiliations

Nevada Aviation Association

Arizona Airports Association

Association of California Airports

Contact

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kmoen@lja.com
Reno, NV

LJA AVIATION

Summary of Qualifications

Ken is the Vice President of Aviation at LJA Engineering, bringing more than 48 years of experience in air traffic control, airport management, consulting, and aviation infrastructure. His career began as an air traffic controller in the U.S. Army and FAA, followed by international work training Iraqi controllers at Baghdad International Airport.

He later advanced through leadership roles at Reno-Tahoe International Airport (RNO) and served as Airport Manager at Carson City Airport (CXP), earning his Accredited Airport Executive (A.A.E.) certification in 2016. Ken has extensive experience guiding airports through capital improvement programs, FAA compliance, property management, and non-aeronautical revenue generation.

In 2025, Ken launched LJA's Aviation Division to build a team of experts focused on delivering innovative, cost-effective solutions for airports nationwide. He continues to serve the industry as a Commissioner on the Nevada Governor's Air Service Development Commission, Vice Chair of its Legislative Committee, and President of the Nevada Aviation Association.

All projects outlined below were completed at previous employers; services not provided by LJA Engineering, Inc.

Relevant Sample Experience

Perimeter Fence and Gate Replacement | Carson City Airport, Carson City, NV – Airport Manager during the replacement of a non-standard perimeter fence with a five-foot chain-link fence featuring a two-foot outrigger and three strands of standard barbed wire. The project also specified installation of a five-foot wildlife skirt along the new fence line and in select areas where existing fencing remained.

Runway 9-27 and Taxiways Alpha/Delta Rehabilitation | Carson City Airport, Carson City, NV – Managed $480K FAA grant-funded Runway 9-27 and Taxiways Alpha/Delta rehabilitation project, coordinating all phases with consulting engineer. Directed development of airport access, staging, and construction safety plans; oversaw crack filling, GSB-88 fog seal/binder application, and full re-striping of runway and parallel taxiways.

Ultimate Airside Land Development Plan | Rifle-Garfield County Airport, Rifle, CO – Project development in compliance with County guidelines, including ongoing coordination with airport staff. Served as Airport Management Liaison.

Helipad Construction | Show Low Regional Airport, Show Low, AZ – Supported design and construction of the helipad, a project enhancing emergency services and general aviation through site planning, grading, lighting, pavement design, and FAA compliance. Facilitated operational input by engaging an experienced CH-47 Chinook pilot, ensuring real-world aviation considerations informed helipad placement and design.



Mike Garcia

New Mexico Market Lead

23 years of experience

Education

BS, Civil Engineering
New Mexico State University

AAS, Architectural/Engineering Drafting, Albuquerque Technical-Vocational Institute

Affiliations

New Mexico Airport Managers Association (NMAMA)

New Mexico Municipal League (NMML)

Colorado Airport Operators Association (CAOA)

Contact

505.274.7037
mikegarcia@lja.com
Albuquerque, NM

Summary of Qualifications

As LJA Aviation's New Mexico Market Lead, Mike will guide the firm's expanding presence and client relationships across the state. With more than 23 years of aviation engineering experience, he works closely with airport sponsors, state aviation officials, and the FAA to deliver airfield infrastructure improvements.

His experience includes the planning, design, and reconstruction of runways, taxiways, aprons, and airfield lighting systems. Mike has successfully delivered projects funded through FAA and state aviation programs and understands the coordination, regulatory, and operational considerations unique to airport environments.

As New Mexico Market Lead, he guides local project strategy and client engagement while connecting New Mexico airports with the depth of LJA's national aviation team and in-house technical resources.

All projects outlined below were completed at previous employers; services not provided by LJA Engineering, Inc.

Relevant Sample Experience

Crosswind Runway 13-31 | Taos Regional Airport, Taos, NM – Served as New Mexico Market Lead during the $23 million Crosswind Runway construction. The project lasted approximately 3.5 years and was funded through multiple FAA grants. It involved complex design and construction, including development of a new runway on previously undisturbed land, along with a 100-foot by 8,600-foot runway and a full-length parallel taxiway.

Runway 13-31 Reconstruction | Grants-Milan Municipal Airport, Grants, NM – New Mexico Market Lead overseeing the reconstruction of a 75-foot by 7,172-foot runway, including placement of a new pavement section. The project also included installation of new PAPIs and MIRLs.

Taxiway C Rehabilitation | Roswell Air Center, Roswell, NM – Project Manager for the rehabilitation of Taxiway C. The project consisted of rotomilling three inches of asphalt, crack sealing the pavement, and placing a three-inch surface course. As a Part 139 airport, Type III glass beads were used in the pavement marking.

Airport Development | Vaughn Municipal Airport, Vaughn, NM – Project Engineer for the second phase of the development of the new airport in Vaughn, NM. The second phase consisted of the paving and marking of the airport. Worked with the FAA to use land purchase to use for Town's matching funds.

Runway 6-24 Reconstruction | Carrizozo Municipal Airport, Carrizozo, NM – Project Engineer for the reconstruction of Runway 6-24, a 75-foot by 4,944-foot runway reconstructed from base course to asphalt surface course. The project was funded through NMDOT Aviation and FAA grants.

LJA AVIATION



Gabe Lopez, EIT

Airport Design Engineer

3 **years of experience**

Education
BS, Civil Engineering, University of New Mexico

Professional License
New Mexico Engineer-in-Training (EIT)

Affiliations
New Mexico Airport Managers Association (NMAMA)

Contact
505.274.7026
glopez@lja.com
Albuquerque, NM

LJA AVIATION

Summary of Qualifications

Gabe serves as an Airport Design Engineer supporting LJA's aviation projects in New Mexico. He assists the project management team with the design and development of airfield infrastructure improvements, including runways, taxiways, aprons, and airfield lighting systems. Gabe supports project development through design and documentation while coordinating with LJA's Aviation Team to deliver practical and constructible solutions for airport clients.

All projects outlined below were completed at previous employers; services not provided by LJA Engineering, Inc.

Relevant Sample Experience

Runway 6-24 Electrical Vault, Lighting, and NAVAID Upgrade (Design) | Sierra Blanca Regional Airport, Ruidoso, NM – Design Engineer leading the design of a new 12-foot by 24-foot airfield electrical vault, a complete LED lighting system upgrade, and new PAPI installations to enhance runway safety and reliability. Oversaw integration of electrical, lighting, and NAVAID improvements to meet current FAA standards and support long-term airfield operations.

BLM Loading Ramp and Taxiway L Construction | Roswell Air Center, Roswell, NM – Design Engineer responsible for the delivery of the BLM loading ramp and Taxiway L improvements. Led design and construction coordination for a new concrete loading ramp and connecting taxiway engineered to accommodate larger jet aircraft and support wildfire suppression and resource management flight operations.

Pilot Lounge and Hangar Construction | Grants-Milan Municipal Airport, Grants, NM – Design Engineer leading full design and construction coordination for the new pilot lounge and box hangar facilities, working closely with architects to integrate airside and landside requirements into the building design. Designed all site civil elements, including the parking lot, grading, utilities, apron, and taxiway serving the new box hangar, ensuring efficient aircraft circulation and constructible, resilient infrastructure.

Runway 12-30 Rehabilitation (Design) | Clayton Municipal Airpark, Clayton, NM – Design Engineer leading full design for the asphalt mill-and-overlay rehabilitation of Runway 12-30. Delivered upgrades including a new LED airfield lighting and signage system and a new aircraft holding bay, all designed in accordance with applicable FAA Advisory Circulars and the approved Airport Layout Plan (ALP).

Apron Reconstruction | Taos Regional Airport, Taos, NM – Design Engineer leading design and construction coordination for the full-depth reconstruction of the primary apron. Delivered a new helipad, upgraded pavement section, and an improved drainage system designed to enhance airfield functionality and long-term performance.



Justin Heid, A.A.E.

Planning Project Manager | Airport Management Advisor

15 years of experience

Education

MS, Aerospace Administration and Logistics, Southeastern Oklahoma State University

BS, Aviation Management and Business Minor, University of Oklahoma

Certifications

Accredited Airport Executive (A.A.E.) - American Association of Airport Executives (AAAE)

Private Pilot

Affiliations

American Association of Airport Executives

Colorado Airport Operators Association

New Mexico Airport Managers Association (NMAMA)

Wyoming Airport Coalition

Contact

970.212.3393
jheid@lja.com
Sheridan, WY

LJA AVIATION

Summary of Qualifications

As an Airport Planning Project Manager with LJA's Aviation Team, Justin will bring the perspective of an airport manager, Air Force veteran, and active pilot to help airports achieve their goals. With over 15 years of experience, his career includes managing general aviation airports and guiding efforts in master planning, forecasting, land use planning, public outreach, grant preparation, and FAA coordination. With extensive knowledge of FAA regulations, policies, and procedures, he helps airports move through the complexities of planning, design, and construction with clarity and confidence.

Justin is known for balancing technical requirements with the needs of communities and stakeholders, ensuring projects are both practical and forward-looking. He values collaboration and works closely with airport teams to provide strategic guidance, identify challenges early, and deliver solutions that support growth and long-term success.

All projects outlined below were completed at previous employers; services not provided by LJA Engineering, Inc.

Relevant Sample Experience

Airport Master Plan and DBE Program/Goals | Shively Field, Saratoga, WY – As an Airport Planner for the Shively Field AMP, Justin developed the DBE goals for the airport and updated the DBE program, along with being an integral part of the master planning process. Justin developed the inventory chapter of the master plan, formulated and wrote the forecast chapter for the overall demand of the airport, and concluded his portion of this project by establishing the facility requirements of the airport. This project is vitally important to the airport, as it is a high-use airport by large business aircraft, and a full understanding of the demand and needs was recognized through this planning study.

Airport Layout Plan | Astronaut Kent Rominger Airport, Rio Grande County, Del Norte, CO – As the Project Manager for this project, Justin worked with the client to develop and evaluate three future development concepts for the terminal area. Once evaluated, a preferred alternative was selected and the ALP was created. The resulting product provided a completely updated ALP with future development planned through an updated CIP.

Airport Master Plan and Business Plan | Rifle Garfield County Airport, Rifle, CO – Project Manager and Airport Planner for the AMP and Business Plan. Justin was responsible for writing chapters of the master plan and developing the alternative recommendations to ensure the desires of the airport would be planned for within the planning period. Justin worked closely with the airport and the technical advisory committee to ensure the foundation was set to achieve the goals of the planning project.



Danny Reed

Airport Design Hub Lead | UAS Drone Pilot

19 years of experience

Education
AAS, Computer Aided Design, Colorado Mesa University

Certifications
Certificate in Land Surveying and Geomatics

Certified PART107 UAS Pilot

Certified Autodesk Professional

Contact
970.212.3328
dareed@lja.com
Grand Junction, CO

LJA AVIATION

Summary of Qualifications

As the Airport Design Hub Lead, Danny brings over 19 years of CAD and design experience, including six years specializing in aviation improvement projects. He has successfully completed more than 72 airport projects across the U.S., ranging from pavement maintenance plan sets, multi-million-dollar runway and taxiway reconstruction efforts to fully executing Airport Layout Plans and assisting with Airport Master Plans. Danny's design and planning expertise ensures that every project is thoughtfully executed with safety, efficiency, and FAA compliance in mind, all while optimizing projects through awareness of budget constraints.

In addition to his technical contributions, Danny previously served as CAD Manager, leading a team of five technicians and designers dedicated exclusively to airfield improvement projects. While overseeing more than 100 aviation projects annually, he maintained a strong commitment to organization and prioritization, ensuring the team consistently delivered client-focused results on time. Danny's blend of leadership and hands-on experience enables him to produce high-quality, constructible solutions that support long-term airport operations and development objectives.

All projects outlined below were completed at previous employers; services not provided by LJA Engineering, Inc.

Relevant Sample Experience

Terminal Site Design and Apron Rehabilitation | Taos Regional Airport, Taos, NM – Served as CAD Manager overseeing the civil site design drawings for the new terminal building at Taos Regional Airport. Responsibilities included managing the development and coordination of grading, drainage, utility, and airside geometry plans to support the terminal area improvements. The terminal project was executed concurrently with the design of approximately six acres of apron rehabilitation and two acres of new hangar development adjacent to the terminal site, requiring close coordination among multiple design teams to maintain consistency across interconnected project areas.

BLM Taxiway L | Roswell Air Center, Roswell, NM – Served as CAD Manager and provided QA/QC oversight to ensure design accuracy and compliance with project requirements and FAA standards. Assisted the CAD designer with complex drainage design challenges and developed solutions that maintained functionality and constructability. The final design provided circulation access to the BLM aerial firefighting loading ramp for Airplane Design Group D-IV aircraft, accommodating the largest aircraft in the BLM fleet.

Runway Rehabilitation | Clayton Municipal Airpark, Clayton, NM – Served as CAD Manager and provided QA/QC oversight to ensure design accuracy and compliance with project requirements and FAA standards. Assisted the CAD designer with CSPP phasing for an intersecting runway and computed declared distances for the temporary runway threshold displacement required to support construction activities.



Tonya Torres

Airport Project Coordination

32 years of experience

Affiliations

New Mexico Airport Managers Association (NMAMA)

New Mexico Municipal League (NMML)

Contact

505.274.7029
ttorres@lja.com
Albuquerque, NM

LJA AVIATION

Summary of Qualifications

As LJA's Airport Project Coordinator, Tonya will work alongside your Program/Project Manager, Tim Archibeque, PE, to provide the administrative and logistical support needed to keep projects moving smoothly. She will manage schedules, track milestones and submittals, and serve as a key link between our internal teams and external stakeholders. Tonya ensures that project documentation is accurate, organized, and compliant with both LJA's standards and FAA requirements. By handling day-to-day coordination and anticipating potential challenges, she helps maintain momentum and allows our engineers to stay focused on technical delivery and client needs. Her role also includes contributing to contract administration, bidding, quality control, and standardization efforts across the aviation team.

With more than 30 years of industry experience, Tonya has coordinated projects for airports throughout the central and western U.S. Through her previous experience, she supported dozens of airport clients at once, giving her a deep understanding of how to balance competing priorities while keeping projects on track.



Jessica Callow

Airport Compliance and DBE Specialist

20 years of experience

Education

AS, Business Administration and Management, State College of Florida

Affiliations

Wyoming Airport Coalition

Nevada Aviation Association

Contact

970.212.3350
jcallow@lja.com
Grand Junction, CO

LJA AVIATION

Summary of Qualifications

Jessica brings proven experience in supporting airports with grant administration and compliance management across federal, state, and FAA requirements. She has a strong background in interpreting and applying 49 CFR Parts 26, 23, and 21, as well as Executive Orders and state-specific regulations, to safeguard funding eligibility and ensure program compliance.

She works closely with airport sponsors to develop, implement, and monitor DBE programs, ensuring compliance with Title VI nondiscrimination requirements and guiding both airport staff and contractors to maintain legal and regulatory adherence. With extensive knowledge of contract administration, procurement, and reporting procedures, Jessica provides strategic counsel to support airports in achieving DBE participation goals, managing contracts and bidding processes, and enforcing nondiscriminatory practices.

As LJA's in-house expert, Jessica has more than five years of experience administering DBE and Title VI coordination for over 100 airports across the western U.S. She regularly coordinates with FAA Civil Rights staff and state aviation offices, leveraging her strong working relationships with government officials to provide prompt problem-solving, proactive compliance oversight, and effective implementation of federally funded projects. Her ability to navigate complex federal programs and requirements makes her an invaluable resource for airport sponsors.



Jonas Philipsen, NCARB, LEED AP, BD+C

Principal | Design Director

19 years of experience

Education

Bachelor of Architecture,
University of Texas, Austin

Certifications

LEED Accredited Professional

Summary of Qualifications

Jonas is an award-winning designer with an ability to inspire both clients and project teams to think differently and balance passion with practical design solutions. His proven design skill, attention to detail, and ability to develop and manage projects from concept design to construction administration garner respect from project teams, colleagues and clients. Jonas is an advocate for design, providing thought-provoking discourse and an exploratory design process that inspire his clients and co-workers to think more broadly.

Relevant Sample Experience

Design Director, New Mexico Airports

- Sierra Blanca Regional Airport, Ruidoso, NM | Terminal Concept Design (15,000 SF)
- Gallup Municipal Airport, Gallup, NM | Commercial and FBO Facility Concept Design (20,000 SF)
- Gallup Municipal Airport, Gallup, NM | Terminal Analysis (15,000 SF)
- Taos Regional Airport, Taos, NM | Terminal Design (7,500 SF)
- Belen Regional Airport, Belen, NM | ARFF and FBO Concept Design (20,000 SF)
- Roswell Air Center, Roswell, NM | Terminal Evaluation Study (17,000 SF)

Design Director, Wyoming Airports

- Jackson Hole Airport, Jackson, WY | Terminal Renovation and Expansion (115,000 SF)

Design Director, Arizona Airports

- Grand Canyon West Airport, Grand Canyon West, AZ | Terminal Concept Design (30,000 SF)

Design Director, Colorado Airports

- Yampa Valley Regional Airport, Hayden, CO | Gate and Outboard Baggage Expansion (60,000 SF)
- Eagle County Regional Airport, Gypsum, CO | Baggage Inspection System (28,000 SF)
- Eagle County Regional Airport, Gypsum, CO | Terminal Renovation and Expansion (63,000 SF)
- Aspen Pitkin County Airport, Aspen, CO | New Terminal Environmental Assessment (140,000 SF)

Design Director, Oklahoma Airports

- Tulsa International Airport, Tulsa, OK | Concourse Renovation, Concessions Connector, Baggage Claim (200,000 SF)

Gensler



Rebekah Wagoner, AIA, LEED AP

Senior Associate | Project Manager

16 years of experience

Education

MS in Architecture, Delft University of Technology (Delft, Netherlands)

Master of Architecture, Kansas State University

Certifications

LEED Accredited Professional

Affiliations

Member, American Institute of Architects (AIA)

Summary of Qualifications

Rebekah is a registered architect with a passion for intelligent and sustainable solutions at all scales. She thrives within collaborative environments and strives to contribute towards a healthier future for us all. Rebekah leads projects with a focus on collaboration and clarity. She coordinates multidisciplinary teams and consultants, ensuring seamless communication and progress. She will guide technical aspects, integrating effective sustainability strategies throughout the entire design process, from concept through documentation. Her holistic approach brings creativity and purpose to every phase of the project.

Relevant Sample Experience

Senior Associate, Project Manager | New Mexico Airports

- Sierra Blanca Regional Airport, Ruidoso, NM | Terminal Concept Design (15,000 SF)
- Gallup Municipal Airport, Gallup, NM | Commercial and FBO Facility Concept Design (20,000 SF)
- Taos Regional Airport, Taos, NM | Terminal Design (7,500 SF)
- Roswell Air Center, Roswell, NM | Terminal Evaluation Study (17,000 SF)

Senior Associate, Project Manager | Arizona Airports

- Grand Canyon West Airport, Grand Canyon West, AZ | Terminal Concept Design (30,000 SF)

Senior Associate, Project Manager | Colorado Airports

- Yampa Valley Regional Airport, Hayden, CO | Gate and Outboard Baggage Expansion (60,000 SF)
- Eagle County Regional Airport, Gypsum, CO | New Terminal (65,000 SF)
- Aspen Pitkin County Airport, Aspen, CO | New Terminal Environmental Assessment (140,000 SF)
- Grand Junction Regional Airport, Grand Junction, CO | On-Call Services (76,000 SF)
- Gunnison-Crested Butte Regional Airport, Gunnison, CO | Terminal Renovation and Expansion (40,000 SF)

Senior Associate, Project Manager | Nevada Airports

- Reno Tahoe International Airport, Reno, NV | Master Plan (448,000 SF)
- Reno Tahoe International Airport, Reno, NV | Concourse Redevelopment Study (250,000 SF)

Gensler



FAA Experience

The FAA oversees operations at SBRA and administers airport planning, design, and construction through its Airports District Office (ADO) program managers. Mike Garcia, Tim Archibeque, PE, and Gabe Lopez have a long history of working with the FAA, with most New Mexico airport projects funded through the AIP. Collectively, our Albuquerque team has completed more than 200 airport projects over the past decade, including planning, environmental, design, and construction services across New Mexico.

Over the past 35 years, team members have worked with more than five ADOs, developing strong working relationships with FAA staff at the local, regional, and national levels, including the Louisiana/New Mexico ADO. This experience brings a solid understanding of FAA processes, advisory circulars, and funding requirements. The team is experienced in navigating AIP eligibility, preparing and managing grant applications, reimbursement requests, and environmental clearances, and coordinating closely with FAA program managers to keep projects on schedule.

We understand that the FAA's ADO assignments will be transitioning in 2026. Currently, New Mexico is paired with Louisiana; however, it was recently announced that New Mexico will now be paired with the Oklahoma ADO. Mike, Tim, and Gabe are planning a trip to the FAA office early this summer to meet the new ADO Manager and Program Managers.

Our engineering team has delivered a wide range of airfield improvements, including runway and taxiway rehabilitations, apron expansions, drainage and grading, and lighting and electrical upgrades. Many of these projects have included pavement evaluation and design in accordance with FAA *AC 150/5380-6C* and construction standards in *AC 150/5370-10H*. Projects are routinely phased to maintain airport operations and minimize impacts to users.

In addition to engineering, our team brings strong planning experience. Planning Project Manager Justin Heid, A.A.E., has led a wide range of aviation planning efforts, including Airport Master Plans, ALP updates, rate and fee studies, and updates to Minimum Standards and Rules and Regulations. These efforts have been completed in accordance with FAA guidance, including *AC 150/5070-6B (Airport Master Plans)*, *AC 150/5300-13B (Airport Design)*, and *AC 150/5190-4B (Airport Land Use Compatibility Planning)*, among others. This combined engineering and planning experience allows the team to support projects from early planning through design and construction while maintaining consistency with FAA requirements.

State Experience

Our team has worked with the NMDOT Aviation Division since 1994, supporting aviation projects throughout the state. We are familiar with NMDOT procedures and regularly work within their funding and reimbursement processes, including coordination meetings and grant administration through the Airport IQ System.

This experience includes securing and managing state funding for complex projects. While at a prior firm, Mike Garcia, Tim Archibeque, PE, and Gabe Lopez, EIT, advanced the Taxilane L project at Roswell Air Center by securing State of New Mexico funding. The team also helped address engineering and funding challenges at Grants-Milan Municipal Airport, working with NMDOT to secure approximately $2.5M in State Capital Outlay funds for a pilot's lounge and 15,000 SF hangar.

Through these ongoing relationships with both the FAA and NMDOT Aviation Division, the team understands agency expectations, coordination requirements, and funding processes. This allows projects to be positioned for funding, coordinated efficiently, and delivered in a way that supports the Village's goals for SBRA.

4. Knowledge of State, Local, and Federal Procurement and Contracting Policies and Procedures

LJA has a thorough understanding of federal, state, and local procurement and contracting requirements and integrates this knowledge into all phases of project delivery. For federally funded projects, we apply FAA procurement requirements, including compliance with Advisory Circulars governing contracting procedures, required contract provisions, Disadvantaged Business Enterprise (DBE) participation, and grant assurances. We routinely support sponsors in preparing bid documents, developing engineer's estimates, facilitating procurement processes, evaluating bids, and administering contracts in accordance with federal standards.

At the state and local levels, we work within New Mexico procurement statutes and funding policies to ensure proper solicitation, selection, and contract execution. This includes direct experience with legislative funding at SBRA, where House Bill funding was awarded by the State of New Mexico. With a previous firm, Mike, Tim, and Gabe supported procurement, design, construction administration, and closeout activities in compliance with state requirements. We also assist clients in maintaining complete and auditable procurement records to support reimbursement and compliance.

By proactively managing procurement and contracting requirements, LJA helps minimize risk, maintain funding eligibility, and ensure projects are delivered in full compliance with all applicable policies and procedures.



LJA's Aviation Division is newly established, but our team is not new to airport projects. Collectively, we bring decades of experience delivering successful work for airports across the central and western United States, particularly in the FAA's Northwest Mountain and Southwest Regions. The following examples highlight projects our team members completed and demonstrate the depth of our aviation expertise and the relevance of our past performance to your airport's needs. We have extensive experience completing engineering and planning projects and serving airports similar to SBRA.

These projects reflect our proven ability to manage airport improvement projects, coordinate with state aeronautics divisions, and deliver cost-effective engineering solutions at airports of similar size and complexity. Just as importantly, they show the hands-on involvement of the very professionals who will serve your projects today. Our references and past-project contacts have been provided so that you can hear first-hand about the performance of the LJA Aviation Team.



Pavement Improvement Projects and Expertise

Our New Mexico aviation team has delivered pavement improvement projects at dozens of airports across the state, including SBRA with a previous firm, bringing a strong understanding of local conditions, state requirements, and a proven track record in maintaining airfield infrastructure.

For example, Mike, Tim, and Gabe have previously completed pavement improvement projects at airports including:

- Four Corners Regional Airport
- Taos Regional Airport
- Roswell Air Center
- Gallup Municipal Airport
- Vaughn Municipal Airport
- Sierra Blanca Regional Airport
- Grants-Milan Municipal Airport
- Deming Municipal Airport
- Clayton Municipal Airpark
- Lordsburg Municipal Airport
- Santa Rosa Route 66 Airport
- Ohkay Owingeh Airport

Airfield pavement maintenance is driven by FAA requirements to preserve pavements and achieve a 20-year service life. In regions with wide temperature swings and frequent freeze-thaw cycles, deterioration can occur quickly, making proactive maintenance essential. Programs typically follow FAA guidance, addressing runways first, then taxiways and aprons, with conditions identified and prioritized through coordination with the FAA, sponsors, and state aviation agencies.

A primary challenge is scheduling construction within the temperature limits required for materials, especially across varying climates and elevations. Coordination among sponsors, contractors, and engineers helps align construction with product and FAA requirements. Typical treatments include crack sealing, seal coating, and remarking, all aimed at extending pavement life and maintaining compliant surfaces.

Work is often completed in active airfield environments, requiring strict adherence to safety and phasing plans, along with clear communication to minimize disruptions. Through coordinated planning, engineering, and construction management, teams maintain operations while delivering effective results.

Overall, pavement maintenance preserves critical infrastructure, improving safety and reliability while reducing long-term maintenance needs and the risk of foreign object debris.



Roswell Air Center (ROW) | Roswell, NM

BLM Taxiway L and Loading Ramp Construction

The BLM Taxiway L and Loading Ramp project was developed to provide a rapid, dedicated route for firefighting aircraft to reload slurry and quickly return to wildfire operations. With increasing air tanker activity, the new taxiway and ramp improve response times and support high-demand operations. Designed to accommodate aircraft as large as the DC-10, the taxiway meets D-IV standards and includes LED lighting.

A primary challenge was coordinating with the BLM and airport, a strategic firefighting base, to maintain safe access to Maintenance, Repair, and Overhaul (MRO) operations and Runway 3 during construction. Careful phasing and ongoing coordination were essential. Subsurface drainage issues and variable soils were addressed with cast-in-place concrete culverts and field-driven adjustments, while close coordination with the FAA, Sponsor, and Contractor kept the project on schedule.

Our team provided full-service airfield consulting, including design of a 14-inch P-501 pavement section, grading and drainage, culvert design, FAA and NMDOT Aviation coordination, construction administration, and on-site engineering support. The project reinforced the importance of designing for heavy aircraft, optimizing geometry for various tanker aircraft, and ensuring construction did not impact emergency operations.

The improvements reduced air tanker turnaround times, strengthened regional wildfire response, and delivered long-term value to the community and Sponsor. This project demonstrates our ability to deliver complex, safety-critical work in active Part 139 and Air Traffic Control (ATC) environments, supported by strong coordination, efficient phasing, and rapid field decision-making to keep emergency operations running smoothly.



Client Name
City of Roswell

Client Contact
Bobbi Thompson
Air Center Director
575.317.9533
b.thompson@roswell-nm.gov

Project Dates (Design)
August 2023 - August 2024

Project Cost
$8M *(approx.)*

Staff in this SOQ
Mike Garcia
Tim Archibeque, PE
Gabe Lopez, EIT
Tonya Torres
Danny Reed
Jessica Callow
(Previous firm; services not provided by LJA Engineering)



Taos Regional Airport (SKX) | Taos, NM

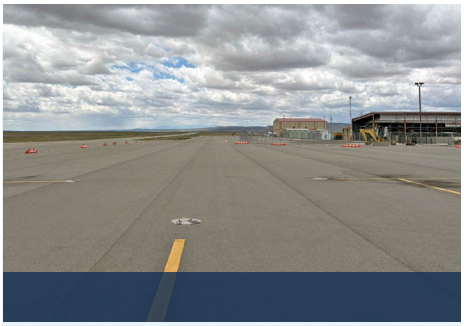
Apron Reconstruction

SKX's Apron Reconstruction project was necessary because the asphalt pavement had far exceeded its intended 20-year service life. Extensive wide and deep cracking created safety concerns for aircraft operations, making reconstruction essential to restore a safe, reliable, and compliant airfield surface.

A primary challenge was keeping the airport fully operational during construction. This was achieved through constant coordination among the Sponsor, Contractor, and engineer, with strict adherence to the Construction Safety and Phasing Plan. Clear communication and well-defined phasing allowed the work to progress safely without disrupting airport operations.

Our team provided full project delivery, including complete design and comprehensive construction oversight. We managed all technical and administrative efforts from initial design through closeout to ensure quality, safety, and FAA compliance. The project reinforced the importance of early stakeholder coordination, proactive communication, and careful phasing when performing reconstruction in an active airfield environment.

Reconstructing the apron restored critical airport infrastructure, improving safety, reliability, and operational efficiency for all users. The work extended pavement life, reduced maintenance needs, and supported the airport's ability to meet current and future aviation demands. This project highlights our strength in coordinating complex airfield improvements, and our team went above and beyond through rapid field response, continuous stakeholder support, and close management that kept the project on schedule while maintaining full airport functionality.



Client Name
Town of Taos

Client Contact
Colton Rapstine
Airport Manager
575.758.4995
coltonr@taosnm.gov

Project Dates
April 2024 - August 2024

Project Cost
$3,204,351

Staff in this SOQ
Mike Garcia
Tim Archibeque, PE
Gabe Lopez, EIT
Tonya Torres
Danny Reed
Jessica Callow
(Previous firm; services not provided by LJA Engineering)



Deming Municipal Airport (DMN) | Deming, NM

Terminal Apron Reconstruction

DMN's Terminal Apron Rehabilitation project addressed deteriorated apron pavement through full-depth reconstruction and asphalt rehabilitation. The work included removal of deteriorated concrete pavement, reconstruction of the subgrade and base course, and placement of a new asphalt surface course. Remaining apron areas were rehabilitated by milling approximately two inches of the existing asphalt surface, crack sealing, and placement of a new two-inch asphalt surface course with updated pavement markings.

A key aspect of the project was maintaining operations on the airport's main apron during construction. The work was phased to keep a portion of the apron open at all times and maintain access to the taxiway and runway system. The existing concrete portion was completed first and required full-depth reconstruction to the subgrade, accounting for most of the construction duration. The mill-and-fill work completed the remaining apron rehabilitation.

Our team provided project management, design, and construction oversight throughout the project. Close coordination with the Sponsor and Contractor helped keep the project on schedule while maintaining airport access and operations during construction.



Client Name
City of Deming

Client Contact
Aaron Sera
City Administrator
505.546.8848
asera@cityofdeming.org

Project Dates
February 2023 - March 2023

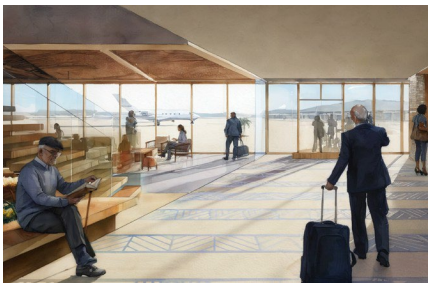
Project Cost
$1,063,322

Staff in this SOQ
Mike Garcia
Tim Archibeque, PE
Gabe Lopez, EIT
Tonya Torres
Danny Reed
Jessica Callow
(Previous firm; services not provided by LJA Engineering)



Sierra Blanca Regional Airport (SBRA) | Ruidoso, NM

Terminal Concept (15,000 SF)







The conceptual design for the Sierra Blanca Regional Airport is rooted in a deep response to its extraordinary setting, both natural and cultural. Positioned within the mountainous landscape of Ruidoso, New Mexico, the design draws from the powerful presence of the Sierra Blanca peak and reflects the surrounding volcanic and desert terrain. The building is conceived not simply as a point of transit, but as an arrival experience that immediately connects visitors to the identity of the region. The interior form and organization is directly informed by emphasizing the views to Sierra Blanca, helping to establish a strong sense of place from the moment of approach.

At its core, the design embraces the guiding principle of creating a "destination that feels like home". This is achieved through a careful balance of rustic authenticity and elevated comfort, reflecting the character of Ruidoso as both a rugged outdoor destination and a welcoming mountain town. The architectural language is intentionally simple and grounded, allowing natural materials, warm tones, and handcrafted details to take precedence. The interior spaces are defined by a play of contrast between light and shadow, rough and smooth.

The use of filtered daylight, layered materials, and indoor-outdoor connections further enhances the terminal's relationship to its immediate landscape. Responding to Ruidoso's high-altitude climate, the passive strategies, such as optimized building orientation, deep overhangs, and strategic glazing, work to reduce heat gain while maximizing natural daylight and views. Durable and local material selections not only ground the building in its context, but also support longevity and reduced maintenance over time.

Stretching beyond its primary function as an airport, the terminal is envisioned as a community asset that will bring together a broader cross-section of users. Program elements such as the conference room, café, and expansive outdoor patios are designed to serve and unite the community as it encourages residents, visitors, and business to engage with the airport as a social and civic destination. At its core, the conceptual design for the new terminal strives to elevate the everyday airport experience into something distinctly regional, memorable, and grounded in its context.

Gensler provided conceptual design services.



Taos Regional Airport (SKX) | Taos, NM

Airport Terminal Facility (7,500 SF)

The completed design for the Taos Regional Airport includes a new structure that will serve the general aviation community, recreational/business travelers, and the seasonal charter service.

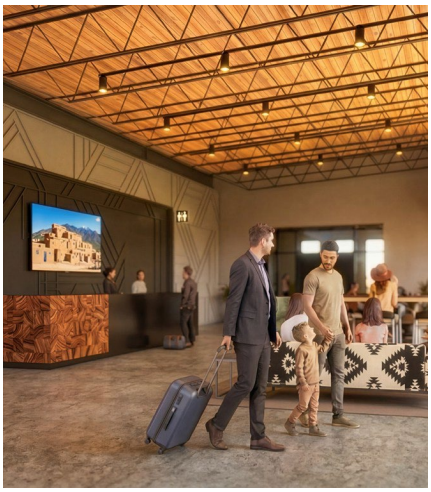
The single sloped structure opens up to the northeast creating a welcoming main entry and framing the impressive views of the Enchanted Circle mountains from the interior. Inspired by the local Taos vernacular, the main entry facade hosts a contemporary loggia of real wood columns and a perforated metal panel that celebrates the shade and shadow of the desert.

The building form is functional and efficient and the simple material palette, both interior and exterior, was inspired by the local region. An outdoor patio expands the capacity of the passenger lounge, while also helping to frame the mountain views from the interior.

Owned and operated by the Town of Taos, SKX is a public use airport serving the general aviation community and charter service.

The airport rests on 859 acres of land located eight miles northwest of Taos, New Mexico. The primary purpose for the project was to provide the airport with a new multipurpose terminal facility. Through thoughtful planning and an all-electric mechanical system, the project is positioning itself for a net-zero future in terms of energy use.

Gensler provided terminal planning, architectural design, and interior design.







Gallup Municipal Airport (GUP) | Gallup, NM

New Terminal (22,000 SF)

GUP is a general aviation facility located approximately three miles southwest of downtown Gallup, directly off of Historic Route 66. Owned and operated by the City of Gallup, the airport covers an area of 359 acres at an elevation of 6,472 feet above sea level.

The proposed new terminal building is bisected by a large, rammed earth wall which serves both as a way-finding element and to divide the two aviation programs. Inspired by the local landscape, the strata and colors of the rammed earth wall become a literal reflection of the region. This rammed earth wall also provides a protective border to a simple, interior courtyard. Blocking the strong winds from the southeast, the wall helps create a pleasant outdoor space that can be enjoyed by passengers, guests, and employees.

This courtyard provides a direct, visual connection from the entry point to the airfield and separates the two aviation functions, of the FBO / Charter Service versus the commercial service. The building mass, overhangs, and window openings are carefully designed to passively heat and cool the interior, while also providing ample daylight and views.

A public plaza, to the west of the new terminal, prioritizes the local community. Due to the frequent and varied aircraft operations, many people gather to watch at the airport. This plaza gives the community a dedicated location for gathering, ideal aircraft viewing, provides some wind and weather protection, and relocates the featured T-38 Talon static display aircraft.

Gensler provided terminal planning, architectural design, and interior design.







Ability to Meet Schedules and Budget

Keeping airport projects on track takes more than hitting milestones and watching costs. It requires careful planning, clear communication, and constant attention to the details that affect schedule, budget, and compliance. Our team has decades of experience managing airport projects from early planning through construction and closeout, with a proven ability to deliver work on time and within approved budgets.

We manage project schedules and budgets throughout the life of each project, providing accurate engineer's estimates and realistic cost projections based on current construction conditions. Our team closely tracks progress, manages changes as they arise, and works with contractors and stakeholders to resolve issues early, before they impact schedule or cost. This approach helps minimize surprises and keeps projects moving forward efficiently.

Many of our airport projects are funded through FAA and state programs, and we are well versed in FAA and NMDOT Aviation Division requirements. We routinely prepare and administer contractual and legal documents, including bidding packages, construction contracts, pay applications, change orders, and closeout materials. Our familiarity with agency processes allows us to anticipate reviews and approvals and maintain momentum throughout design and construction.

We also provide complete and accurate documentation and financial reporting that meets all applicable agency and sponsor criteria. This includes grant compliance documentation, reimbursement support, eligibility tracking, and clear, auditable financial records. Our clients can be confident that project files and financials are accurate, well organized, and fully compliant from start to finish.

The result is a consistent track record of on-time, on-budget projects that meet funding and sponsor requirements, allowing airports to stay focused on operations.

Project Execution Framework

Initiation and Project Scoping

Define project goals, align expectations, and confirm FAA/State requirements

Planning and Scheduling

Build a realistic schedule, establish budget, and set communication protocols

Design Development

Apply quality engineering practices, coordinate FAA reviews, and control scope

Project Bid and Award

Prepare accurate estimates and support competitive contractor selection

Construction Management

Track performance, resolve issues quickly, and keep costs in check

Project Closeout

Confirm compliance and deliver documentation



Quality of Previous Airport Projects

Our aviation team has a strong record of delivering airport projects that are both technically sound and practical to implement. Individually, our engineers and planners have managed projects ranging from runway and taxiway rehabilitations to terminal area planning, AMPs, and business planning studies. These efforts have helped airports secure FAA funding, maintain compliance, and improve the efficiency and safety of their operations.

A structured QA/QC process is central to this success. Each project goes through detailed technical reviews to confirm accuracy, completeness, and constructability before reaching the client or contractor. By identifying potential issues early, we help avoid costly change orders, reduce rework, and keep projects moving on schedule and within budget.

Quality in our work means more than meeting standards on paper. Our engineering designs are clear and buildable, supporting smooth construction and fewer field conflicts. Our planning studies are grounded in operational data and real airport needs, making them implementable for sponsors and defensible to FAA reviewers. Ongoing QA/QC checkpoints throughout the project ensure each deliverable aligns with the intended scope, budget, and timeline.

LJA's firm-wide reputation reinforces this approach. Our projects are recognized for their accuracy, timeliness, and long-term value to clients. Within the aviation group, that translates to deliverables airports can rely on, whether it's a pavement design that performs for decades or a master plan that continues to guide development as conditions evolve.

Through this consistent commitment to quality and the discipline of our QA/QC process, our aviation team members have earned the trust of airport sponsors, state and federal agencies, and the communities that depend on their airports.







Airport Project Quality Control Procedures

1 Clear Scope and Standards
Define objectives and follow FAA and state requirements

2 Collaborative Reviews
Regular stakeholder coordination and milestone QA/QC checks

3 Controlled Process
Consistent documentation, schedule, and budget tracking

4 Proven Results
Accurate, compliant deliverables, and lessons learned applied



Airport Familiarity

LJA Aviation's Albuquerque team has provided professional engineering services across New Mexico since 1994. We have extensive experience working with clients throughout the state and are well versed in the operations of village and municipal governments. With strong ties to the communities in and around Ruidoso, combined with extensive experience in civil engineering and aviation projects for local governmental entities, we offer unique insight that is critical to understanding the concerns and goals of the local community. This knowledge and awareness have enabled us to consistently deliver high-quality engineering services to our clients.

Our team's extensive experience with projects and airports like SBRA provides Ruidoso with the benefit of a seasoned group of airport engineers, planners, and construction and support professionals across our organization. With a local staff of aviation engineers based in Albuquerque, we can provide seamless service for any aviation project at your airport. Our team is committed to supporting sustainable growth and economic development in the Ruidoso community. We are dedicated to serving SBRA and the surrounding area by delivering results that fulfill funding agency requirements while meeting the needs of the local community.

Mike Garcia and Tim Archibeque, PE, have supported SBRA since 2020, beginning with early discussions regarding the need for improvements to the runways, taxiways, and the development of a new terminal to help attract air service to the airport. They played a key role in coordinating with the FAA to secure funding for these projects. Their efforts also helped initiate involvement from the NMDOT Aviation Division, which contributed matching funds as well as additional funding through House Bill 2 to advance the required improvements.

LJA Aviation's interest in the Village is a natural progression of our interest and presence in New Mexico. Our personnel have served clients in your area including the Roswell Air Center, Carrizozo Municipal Airport, Vaughn Municipal Airport, Santa Rosa Route 66 Airport, and Fort Sumner Municipal Airport. Since we travel in your area on a frequent basis, we are readily available to serve your needs under the LJA Aviation banner. We have assembled a highly skilled team of dedicated aviation professionals to address the challenges and assist the Village with completion of the projects listed in the Request for Proposals (RFP).

Together, our personnel have previously completed a variety of projects at SBRA, including pavement marking, the design and construction of Runway 12-30 and Taxiway B, installation of new LED lighting and signage, and NAVAIDs. Mike and Tim have also worked closely with Village and airport staff to develop planning sketches for future development, including the location of a new fuel farm. Through these efforts, they have cultivated strong, lasting relationships with Village staff by developing a foundational understanding of, and actively contributing to, the Village's vision for the airport. They will continue to strengthen these relationships by providing clear, responsive communication and collaboratively developed solutions, helping to streamline project development and execution and support successful outcomes at the airport.

It has been a privilege for our personnel to support the Village of Ruidoso in the development of SBRA through their roles as consultants, and we look forward to continuing this collaboration with Airport Manager Mr. Lee Baker as the airport advances into the future. Building on this experience, we are committed to delivering the same high level of expertise and an even greater standard of service under LJA, ensuring exceptional results for the Village and its airport.

Project Understanding

LJA Aviation's interest in SBRA is based on our familiarity with the airport and our regional presence. **With our aviation headquarters in Grand Junction, Colorado, and our Albuquerque team located less than three hours away, we bring local knowledge of the airport and the Village.** Members of our team have served SBRA since 2020 with a previous firm and understand the Village's policies and procedures. We recognize the Village's ongoing efforts to support growth at the airport, including projects tied to new commercial service.

LJA is prepared to support the range of projects identified in the RFQ and is experienced working under multi-term task order agreements. For each project, we understand the process of refining scope, negotiating fees, developing schedules, securing funding, and executing task orders. We anticipate projects of varying size and complexity and will apply a consistent project management approach.

We understand that aviation projects require coordination with multiple agencies, including the FAA, NMDOT Aviation Division, SBRA, and Village departments. LJA will assist from initial project development through programming, funding, and integration with the airport and Village's CIP.

Project timelines are often driven by funding cycles, and it is common for projects to take one to two years or more from concept to construction. LJA will help navigate federal, state, and local funding processes to keep projects moving and reduce delays. Our team will coordinate closely with the FAA and NMDOT Aviation Division on project development, including preparing cost estimates, FAA Overall Development Objective (ODO), FAA grant applications, and State funding applications. We understand that FAA grants are typically based on bid results, while State grants are based on engineer's estimates, requiring careful coordination between funding sources. Once FAA funding is committed, we will provide grant support through application and acceptance. We also understand that communities are often required to fund design through bidding before FAA reimbursement. LJA maintains a flexible approach and will work with the Village to establish a mutually agreeable reimbursement process.

Clear communication is critical to project success. LJA will coordinate regularly with airport and Village staff through meetings, presentations, and working sessions. All meetings will be documented, with notes distributed to ensure clear understanding and alignment among all parties.



Airport Master Plan (AMP)

LJA understands that an AMP is currently underway for SBRA. While an immediate update to the AMP may not be necessary, our team is prepared to assist if changes in the airport's vision, use, or development priorities trigger the need for an update.

A Master Plan, often integrated with an Airport Layout Plan (ALP) update, provides a strategic roadmap for future development and serves as the foundation for all improvement projects. This process considers the



airport's evolving role in the community and emphasizes collaboration with local leaders, stakeholders, and the public. When updates are needed, an Action Plan can address changes since the previous planning effort.

We recognize the economic and community impacts associated with airport development and recommend a collaborative workshop process to define long-term goals. This approach integrates stakeholder input, supports informed decision-making, and helps streamline future planning efforts.

LJA applies a phased, efficient approach to planning, emphasizing public involvement and sustainable development. Our process considers environmental, economic, and operational factors, ensuring high-quality, practical solutions for long-term airport success.

Physical Planning

The planning process will evaluate existing facilities and forecast future demand to determine the size and configuration of airfield and landside improvements. LJA will coordinate with the FAA and NMDOT to confirm assumptions, maintain consistency with current planning documents, and ensure all recommendations are eligible for funding. Internal quality control and regular coordination meetings will support clear and consistent deliverables.

Sustainability Planning

Sustainability considerations will be incorporated throughout the planning process, consistent with FAA guidance. This includes evaluating opportunities to reduce environmental impacts, support economic benefits, and strengthen community integration. We have found that identifying sustainability opportunities with the greatest community impact is the most cost-effective approach to sustainability. LJA focuses on practical, cost-effective strategies that align with airport and community priorities.

Airport Layout Plan (ALP)

The ALP will document existing and future airport development and is required to maintain eligibility for FAA funding under the Airport Improvement Program. It serves as the airport's long-term development blueprint and is typically updated on a five-year cycle or as conditions change.

LJA prepares ALPs in accordance with the FAA's 69-point checklist to ensure accuracy, compliance, and funding eligibility. Airport Planning Project Manager Justin Heid, A.A.E., provides quality control oversight and brings extensive experience in airport planning and ALP development. Our team maintains close coordination with FAA reviewers throughout the process to support efficient approvals and timely implementation of future projects.

Airfield Pavement Maintenance

Pavement maintenance is critical to extending pavement life and meeting FAA grant requirements. Seal coats and crack sealing should be performed every three to four years, and no later than every five years, especially in New Mexico's climate. Seal coats restore surface oils lost to oxidation, while crack sealing prevents water intrusion that can damage underlying layers through erosion or freeze-thaw cycles. Pavement markings are typically refreshed at the same time, as sealing obscures existing markings and markings weather at a similar rate.

These projects can usually be completed in about 10 days with minimal impact to operations, and phasing can keep the airport open as much as possible. Based on recent site visits and visual inspections, portions of the aprons and taxiways appear to be beyond maintenance and may require reconstruction.

LJA will assess and rank all pavements, runways, taxiways, and aprons, to develop a prioritized plan for maintenance, repair, or reconstruction. Using the State's PCI data along with our own inspections, we'll provide a clear understanding of pavement conditions and needs at SBRA. The new runway will be placed on a maintenance cycle, with evaluation and sealing planned within three to five years to preserve its condition. Based on current CIP projections, the airport's pavements will require maintenance within the next two years.



Runways 6-24 and 12-30, Taxiways A and B, and Apron Rehabilitation

LJA personnel bring experience from more than 40 runway, taxiway, and apron design, construction, and rehabilitation projects, including major runway rehabilitation, strengthening, and extensions.

We will evaluate the runways, taxiways, and apron to identify the most cost-effective and practical improvements, all in accordance with current FAA standards. One option we will consider is milling and overlaying two or three inches of asphalt to improve surface quality and extend pavement life.

Recent site visits and the latest Part 139 inspection indicate the apron will need further evaluation. With new air service expected to begin in June 2026, this effort may become a higher priority. If warranted, we will advance a pavement evaluation report (PER) and phased apron design to address needs while minimizing operational impacts.





Runway 6-24 Visual Aid and NAVAID Improvements

LJA will evaluate Runway 6-24 to determine the need for updated visual aids and navigational aids. Our engineers are experienced with FAA criteria for airports similar to SBRA and will recommend the most appropriate and cost-effective systems. All improvements will be designed in accordance with current FAA standards.

The existing Visual Approach Slope Indicator (VASI) on Runway 6-24 is outdated and has been identified in the Part 139 inspection for replacement. LJA can assist in addressing this need. In addition, Taxiway A lighting requires replacement, as it is currently the only taxiway without operational lighting.







AWOS Replacement

LJA personnel have supported numerous Automated Weather Observing System (AWOS) installations and relocations. They are currently designing an AWOS replacement at Blake Field Airport in Delta, Colorado, and are well versed in FAA siting and separation requirements. Their experience also includes decommissioning an existing Automated Surface Observing System (ASOS) prior to AWOS installation at Grants-Milan Municipal Airport. LJA is prepared to develop design and bid documents should this project move forward, even though it was not specifically included in the RFP.

ARFF Unit and Snow Removal Equipment (SRE)

LJA personnel have assisted with the procurement of Aircraft Rescue and Firefighting (ARFF) vehicles, including work for the City of Roswell using FAA and state funding, as well as similar efforts in Colorado. They are experienced in developing specifications that meet airport needs and comply with FAA Part 139 requirements. In addition, LJA personnel have supported the procurement of SRE for multiple municipalities.

SRE Building Development

LJA personnel have previously supported the design and construction of SRE facilities for the Town of Taos, City of Lordsburg, Ohkay Owingeh, Town of Vaughn, Roswell Air Center, and the Town of Springer, and assisted Belen Regional Airport with planning for a new four-bay ARFF facility. They developed designs and specifications tailored to existing equipment and are familiar with SRE facility requirements across New Mexico, including local construction practices and contractors.



Terminal Building (New Construction/ Renovation)

Our architectural subconsultant, Gensler, developed the preliminary design for a new terminal building at SBRA. The concept accommodates both general aviation and scheduled air service, and the team is prepared to advance the final design to support upcoming operations. LJA can also assist with renovation of the existing terminal, as needed, to improve functionality and passenger comfort.





Terminal Concept | Sierra Blanca Regional Airport

Fuel Farm Replacement/Rehabilitation

LJA's Albuquerque team has previously supported fuel system replacements and rehabilitations at airports across New Mexico, including Gallup, Lordsburg, Grants-Milan, and Truth or Consequences. They are familiar with applicable federal and state requirements and will evaluate options such as relocating the fuel system within the secured area to improve access and operations. Consideration can also be given to incorporating a self-service system for after-hours use.



Airport Boundary Fencing Improvements

LJA will assess the condition and needs of the airport's perimeter fencing and develop plans for upgrades or expansion as needed. Designs will meet local, state, TSA, and FAA requirements and will include evaluation of security enhancements and potential wildlife fencing where appropriate.



7. Why LJA Aviation?

LJA understands that SBRA is more than an airport to the Village of Ruidoso; it is a gateway to the community and an important part of the region's future. As Ruidoso continues moving forward and invests in new opportunities such as commercial air service, the airport will play a vital role in supporting tourism, economic growth, emergency access, and long-term community resilience. We recognize the importance of this moment and are committed to helping the Village successfully navigate the airport's next chapter.

For more than 30 years, LJA Aviation's Albuquerque-based team has supported airports and communities throughout New Mexico. We understand the pride New Mexico communities have in their identity, the value of trusted relationships, and the importance of working with a consultant who is present, responsive, and invested in the community's success. In communities like Ruidoso, successful projects require more than technical expertise; they require collaboration, communication, and a genuine understanding of local priorities and challenges.

Our personnel have worked closely with SBRA since 2020, supporting planning and development efforts for runway and taxiway improvements, pavement rehabilitation, lighting and NAVAID upgrades, and future airport development associated with commercial service. Through these efforts, Mike Garcia and Tim Archibeque, PE, have developed strong working relationships with Village staff, airport leadership, the FAA, and the NMDOT Aviation Division while helping position important projects for funding and long-term success.

What makes LJA unique is the combination of trusted local aviation leadership with the expanded resources of a full-service engineering firm. Our team brings deep New Mexico aviation experience, hands-on project leadership, and a commitment to helping communities like Ruidoso deliver thoughtful, resilient, and community-focused improvements. We would be honored to continue supporting the Village and Sierra Blanca Regional Airport as a trusted partner invested in the future of Ruidoso and the people it serves.



LJA Aviation New Mexico Team | From left to right: Tim Archibeque, PE *(Engineering Program/Project Manager)* | **Tonya Torres** *(Project Coordination)* | **Ken Moen, A.A.E.** *(Vice President, Aviation and Advisory Services)* | **Gabe Lopez, EIT** *(Engineering)* | **Mike Garcia** *(Engineering, Market Lead)* | **Justin Heid, A.A.E.** *(Planning and Advisory Services)*

APPENDIX B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Village or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state Village or local public body. This form must be filled in even if the contract qualifies as a small purchase or a sole source contract. The prospective Consultant must disclose whether they, a family member or a representative of the prospective Consultant has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Consultant submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Consultant signs the contract, if the aggregate total of contributions given by the prospective Consultant, a family member or a representative of the prospective Consultant to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state Village or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: I) a prospective Consultant, a family member of the prospective Consultant, or a representative of the prospective Consultant gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective Consultant fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSUL TANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective Consultant is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

·'Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective Consultant" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective Consultant" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Consultant.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or **representative.**

Signature 05/18/2024

Date

Sr. Vice President, Transportation

Title (Position)

APPENDIX G - DEBARMENT CERTIFICATION

RFP# 2026-01OP Professional Engineering Services

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or tennination of award. Under 18USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Thomas Lowe, PE | Senior Vice President, Transportation

Typed Name & Title of Authorized Representative

o-s Ive,/ -zv-z..<p

Date

Signature of Authorized Representative

APPENDIX H- NON-COLLUSION AFFIDAVIT

RFP# 2026-0l0P Professional Engineering Services

STATE OF Texas)
) SS
COUNTY OF Williamson)

-T h=o m a=s L=o w e_____ ,being first duly sworn, deposes and says:

That he/she is Sr. Vice President of LJA Engineering, Inc.
who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals/bids;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal/bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal/bid price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposal/bid price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that Village of Ruidoso, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By:_____

SUBSCRIBED and sworn to before me this ___ 1_8_ day of _M_a y____ 20 26.

JULIE DAWN MITCHELL
Notary Public, State of Texas
Comm. Expires 12-22-2
Notary ID 125213053

Notary Public: fr.k.tJJ ,

My commission expires-:-/. !!,-tl. b !).. 9 __



EMPLOYEE-OWNED. CLIENT **FOCUSED.**

IJ4\AVIATION

Sierra Blanca Regional Airport (SBRA)

Statement of Qualifications for Professional Engineering Services

RFP #2026-0l0P



May 26, 2026

LJA Engineering, Inc.

Personnel Rates Per Hour

Engineering Lead	$310
Sr. Project Manager	$290
Project Manager	$260
Geotechnical Engineer	$200
Sr. Electrical Engineer	$260
Electrical Engineer	$210
Sr. Airport Engineer	$240
Airport Engineer	
Sr. Airport Design Engineer	$200
Airport Designer	$185
Engineer-in-Training (EIT)	$150
Sr. Airport CADD Designer	$230
Airport CADD Designer	$150
Project Coordinator	
Project Coordinator	$150
Communication/TPR/Social Media	$125
Client Manager	$150
Planning Lead	$270
Airport Planner	$240
Airport Planner	$200
Sr. Resident Project Representative	$240
Resident Project Representative	$210

Travel Expenses

Company or Personal Vehicle	IRS Rate Per Statute Mile
Personal Aircraft	115%
Travel (Lodging, Sustenance, Incidentals)	Per Diem Rates (GSA)

Subconsultants and Special Services

Consulting Services, Survey, and Testing Services	Cost Plus 10%
UAS Services	$160/hour

cost Proposal

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 10.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: June 2, 2026

Re: Discussion on Contract between the Village of Ruidoso and the Ruidoso Municipal School District for Police Services for the 2026-2027 School Year.

Item Summary:

Discussion on Contract between the Village of Ruidoso and the Ruidoso Municipal School District for Police Services for the 2026-2027 School Year.

Financial Impact:

Officers that work the RMSD security will be compensated through the Village of Ruidoso payroll system whereby the FLSA regulation and the Village's Personnel Policy will be followed. RPD officers whose actual hours worked, including the hours worked for RMSD security, exceed 40 in their scheduled work week will be compensated at an overtime and or holiday rate per Village personnel policy and FLSA regulation. The Village will bill RMSD monthly for RPD total personnel costs as security service to RMSD. Officers will receive no direct monetary compensation or benefits from RMSD. RMSD agrees to remit payment to the Village within 30 days of billing.

Item Discussion:

Due to the amount of people in attendance at the RMSD sporting events, particularly varsity football games, it is necessary for the RMSD to have security present during homes games. Although this contract pertains primarily to varsity football games, security services may be expanded to include other home sporting events and school functions as deemed necessary by RMSD; RPD will supply primarily two (but up to six at the discretion of RMSD) uniformed, off-duty police officers in addition to the RMSD SRO and the equipment necessary to perform their police duties.

Recommendations:

To Discuss Contract between the Village of Ruidoso and the Ruidoso Municipal School District for Police Services for the 2026-2027 School Year.

ATTACHMENTS:
Contract for Police Service RMSD 2026-2027 School Year (Events).pdf

Steve Minner
Chief of Police
1085 Mechem Drive
Ruidoso N.M. 88345
Phone 575-258-7365

CONTRACT FOR POLICE SERVICES
2026-2027 School Year – Ruidoso Municipal Schools

The Following shall serve as a written contract between the Village of Ruidoso Police Department and the Ruidoso Municipal School District to provide Police services for security during the 2026-2027 School Year.

The following contract is entered into by the Ruidoso Police Department, hereafter referred to as RPD, and the Ruidoso Municipal Schools, hereafter referred to RMS. The contract duration is for the 2026-2027 School Year and shall begin in August 2026 and end on the last day of the month of May, 2027. Due to the amount of people in attendance at the RMSD sporting events, particularly varsity football games, it is necessary for the RMSD to have security present during homes games. Although this contract pertains primarily to varsity football games, security services may be expanded to include other home sporting events and school functions as deemed necessary by RMSD; RPD will supply primarily two (but up to six at the discretion of RMSD) uniformed, off-duty police officers in addition to the RMSD SRO and the equipment necessary to perform their police duties. RMSD will be responsible for all personnel costs associated with these services.

- **Services to be Provided**

  While performing security duties, RPD officers shall retain their full law enforcement authority and will enforce all local, state, and federal laws. RPD officers will assist in maintaining general order within the RMSD Security services will extend to the parking lot of the RMSD and RPD officers will assist in vehicular and pedestrian traffic flow into and around the RMSD area.

- **Financial Terms**

  Officers that work the RMSD security will be compensated through the Village of Ruidoso payroll system whereby the FLSA regulation and the Village's Personnel Policy will be followed. RPD Officers whose actual hours worked, including the hours worked for RMSD security, exceed 40 in their scheduled work week will be compensated at an overtime and or Holiday rate per Village of Ruidoso Personnel Policy and FLSA regulation. The Village of Ruidoso will bill RMSD monthly for RPD total personnel costs as security service to RMSD. Officers will receive no direct monetary compensation or benefits from the RMSD for services rendered. RMSD agrees to remit payment to the Village of Ruidoso within 30 days of billing.

- **Maintenance of Records**
  Police payroll records generated by RPD officers while performing security at the RMSD will be maintained by the Village of Ruidoso Human Resources Department. RPD will maintain the names of officers working the events through the end of the school year, at which time said records will be discarded. RPD will further maintain records of any reports, citations, or arrests associated with the RMSD events. RPD officers shall provide to the Ruidoso Downs Police Department any necessary ancillary documentation to support any enforcement action taken by RPD officers while working this detail.

- **Duration, Modification, and Termination of Contract**
  This annual contract will remain in effect through the 2026-2027 school year. RMSD or RPD may terminate this contract upon a five day written notice to the other party.
  RMSD and RPD may modify the terms of this contract if both parties agree to the proposed changes in writing. The written modifications shall be signed and attached to this contract. The 2026-2027 contract will be automatically terminated at the end of the school year and if requested by RMSD, a new contract will be considered each school year.

- **Liability Issues**
  The Village of Ruidoso Police Liability policy will provide coverage of RPD officers if they are acting in the performance of their duties as a police officer while performing security for RMSD. RPD officers will also be covered under the Village of Ruidoso's workman compensation plan in the event of an injury to RPD officers while performing their duties as an officer when providing security for RMS

- **Span of Control**
  The supervision and control of RPD officers will remain solely with the RPD, its supervisors and the Chief of Police.

- **Use of Agency Equipment**
  Only RPD officers may operate or use equipment owned by RPD and the Village of Ruidoso.

_____ Date: _____
Steve Minner
Chief of Police

_____ Date: _____
Lynn D. Crawford
Mayor

_____ Date: _____
Carmen Spann
Director of Business and Finance
Ruidoso Municipal Schools

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 11.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: June 2, 2026

Re: Discussion on Joint Powers Agreement between the Village of Ruidoso and the Board of Education for the Ruidoso Municipal School District Regarding Placement of a School Resource Officer at Ruidoso Schools.

Item Summary:

Discussion on Joint Powers Agreement between the Village of Ruidoso and the Board of Education for the Ruidoso Municipal School District Regarding Placement of a School Resource Officer at Ruidoso Schools.

Financial Impact:

The Ruidoso Municipal School District agrees to pay the Village one-half (1/2) of the SRO's salary and benefits for the term that this agreement. Revenues are accumulated in the General Fund's Police Security/Schools line item (101-000-46104).

Item Discussion:

This JPA will be used to assist the Ruidoso Municipal Schools in providing a safe learning environment and improve relationships between law enforcement officers and today's youth. This JPA also attempts to promote a better understanding of the law enforcement officer's role in society while educating students, parents, and school personnel which will build a better community while also providing a role model in the educational system.

Recommendations:

To Discuss Joint Powers Agreement between the Village of Ruidoso and the Board of Education for the Ruidoso Municipal School District Regarding Placement of a School Resource Officer at Ruidoso Schools.

ATTACHMENTS:
SRO 26-27 (002).pdf

JOINT POWERS AGREEMENT
BETWEEN THE VILLAGE OF RUIDOSO
AND
THE BOARD OF EDUCATION
FOR
THE RUIDOSO MUNICIPAL SCHOOL DISTRICT

REGARDING PLACEMENT OF A SCHOOL RESOURCE OFFICER AT RUIDOSO MUNICIPAL SCHOOLS

The Village of Ruidoso and the Ruidoso Municipal Schools mutually agree as follows:

1. Term: This JPA will remain in effect from the first day of school in August 2026, to the last day of school in May 2027, but may be rescinded or terminated with or without cause by either party upon 30 days prior written notice. The Agreement may be renewed and extended annually for additional and successive school year terms. Any future school year renewals or extensions may be terminated with or without cause by either party upon 30 days prior written notice.
2. Intent: The goals of this JPA are to assist the Ruidoso Municipal Schools in providing a safe learning environment and improve relationships between law enforcement officers and today's youth. This JPA also attempts to promote a better understanding of the law enforcement officer's role in society while educating students, parents, and school personnel which will build a better community while also providing a role model in the educational system.
3. Provision of SRO: The Village of Ruidoso will provide to the Ruidoso Municipal Schools one (1) School Resource Officer (SRO) for regular school days beginning with the date of this JPA and continuing through June 30, 2027, to carry out specific duties as outlined in this JPA.
4. Consideration: In consideration of the assignment of a police officer to work with the Ruidoso Municipal School District as provided herein, the Ruidoso Municipal School District agrees to pay the Village one-half (1/2) of the SRO's salary and benefits for the term that this agreement is in effect.
5. Assignment of SRO: In consideration of the full and complete payment of the cost of providing the SRO for the assigned time period, the SRO will be assigned to the Ruidoso Municipal Schools on a full-time basis. The Village will endeavor to have police officers available for duty at their assigned school each day that school is in session during the regular school year. The Village is not required to furnish substitute officers on days when regular School Resource Officers are absent due to illness or police department requirements. The SRO shall be assigned and dispatched within the Ruidoso Municipal Schools by the Superintendent of

Schools or his or her designee. The officer's SRO activities will be restricted to their assigned school grounds except for:

a. Follow up home visits when needed as a result of school related student problems.

b. School related off-campus activities when officer participation is requested by the principal and approved by the Agency.

c. In response to off-campus, but school related, criminal activity.

d. In response to emergency police activities.

6. Village of Ruidoso Employee: The SRO shall remain a term employee of the Village of Ruidoso, for the term of this JPA, and not an employee of the Ruidoso Municipal Schools. The SRO shall abide by the policies and procedures of the Village of Ruidoso, and of the Ruidoso Municipal Schools when these are not in conflict with the policies and procedures of the Village of Ruidoso. The SRO shall not accrue leave, retirement, insurance, or other benefits provided to employees of the Ruidoso Municipal Schools as a result of this JPA.

7. Job Performance: The Village of Ruidoso shall periodically evaluate the SRO with regard to his or her job performance in coordination with the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools. In the event that the Ruidoso Municipal Schools has evaluated the SRO to have job performance deficiencies or unsatisfactory job performance, the SRO's immediate supervisor within the Village of Ruidoso shall meet with the Superintendent of Schools or his or her designee to discuss whether remedial action can be taken to improve the SRO's job performance or whether the SRO shall be replaced, including the sharing of the cost for any proposed remedial action or replacement. The SRO will have an opportunity to challenge any adverse evaluation in accordance to the village of Ruidoso Policy and Procedures.

8. SRO Qualifications: Notwithstanding any qualifications set forth in the normal course of employment as a Police Officer by the Village of Ruidoso, the SRO shall meet the following qualifications:

a. Be a certified law enforcement officer by the State of New Mexico.

b. Have successfully completed the Basic SRO course of the National Association of School Resource Officers.

c. Have excellent communications skills.

d. Be able to relate well to children of all ages.

e. Posses good coordinating and planning skills.

f. Be knowledgeable of the juvenile and adult criminal justice systems.

9. SRO Duties:

a. The SRO shall take law enforcement action as required. The SRO shall conduct his or her law enforcement activities pursuant to all of the Police Department's operating guides, policies, and operation directives, except as otherwise provided in this JPA. As soon as practical, the SRO shall make the Superintendent of Schools and/or his or her designee aware of such action, and shall complete all reports as may be required for a Police Officer and transmit said reports or copies of said reports to the Village of Ruidoso. At the request of the Superintendent of Schools or his or her designee, the SRO shall take appropriate law enforcement action against intruders and unwanted visitors who may appear at the Ruidoso Municipal Schools and school-related functions, to the extent the SRO may do so under the authority or color of law.

b. The SRO shall maintain a detailed and accurate record of all his or her operations and activities on the property of the Ruidoso Municipal Schools.

c. The SRO shall give assistance to other police officers in matters regarding his or her assignment to the Ruidoso Municipal Schools whenever necessary, including the apprehension of criminal suspects engaged in criminal activities and execution of warrants when appropriate.

d. The SRO will be responsible for determining the need for additional police presence or assistance on campus and will make such request when needed. In the event the SRO requests additional patrol units on campus, he or she will act as the primary unit directing and assisting the additional police units except as otherwise provided by the Village of Ruidoso pursuant to its policies and procedures.

e. The SRO shall provide for the protection of students and staff from negative influences and from criminal conduct, and he or she shall assist in the maintenance of peace and order on the property of the Ruidoso Municipal Schools.

f. The SRO shall adhere to all state and federal laws and the policy/procedure manual of the Village of Ruidoso in the performance of his or her law enforcement duties within the property of the Ruidoso Municipal Schools.

g. The SRO will be expected to be present at school functions such as athletic events, dances, PTA programs and other school-sponsored events when the Superintendent of Schools or his or her designee and the SRO agree his or her attendance is advantageous to maintaining order in the schools. The SRO will coordinate such activities with the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools by adjusting his schedule to avoid any requirement for overtime pay.

h. The SRO shall wear the appropriate uniform of a School Resource Officer with the Village of Ruidoso during his or her working hours unless otherwise approved by the Police Chief, and by the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools.

i. The SRO when working at the Ruidoso Municipal Schools shall be armed at all times, unless otherwise directed by the Police Department's policies, procedures or directives.

j. The SRO shall act as an advisor to the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools in safety and security matters, violence reduction strategies and legal aspects of the activity of students.

k. The SRO will assist the Superintendent of Schools and his or her designee in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student conduct.

l. The SRO is not a school disciplinarian. The SRO will not administer discipline or punishment. If members of the staff of the Ruidoso Municipal Schools believes a violation of the law has occurred they shall contact the SRO who will determine whether law enforcement action is appropriate except when an affirmative duty exists under state law to report a matter directly to law enforcement such as the duty of school district personnel to report suspected child abuse or neglect.

m. The SRO will not take part in any school disciplinary actions. If the incident is a violation of the law, the SRO may assist the school district administration in determining if law enforcement action is appropriate. The SRO may accompany the school interviewer, when determined appropriate by the district administrator, to offer advice on Criminal, Civil, or social issues regarding the circumstance surrounding the particular case. The district administrator may request that the SRO act as a witness.

n. Should it become necessary for the SRO to conduct formal police interviews with the students, the SRO shall adhere to applicable legal requirements and the policies of the Board of Education and of the Village of Ruidoso with regard to such police interviews. In the event said policies conflict, the policies and procedures for such formal police interviews provided by the Village of Ruidoso shall control.

o. The SRO shall keep documentation of all in-office counseling sessions, and he or she shall adhere to all school policies and procedures for counseling of students.

p. The SRO shall keep a copy of all police and school reports regarding criminal incidents at the Ruidoso Municipal Schools. For security reasons these copies will be maintained at the Ruidoso Police Department's Records Division.

q. Expect in extraordinary emergency circumstances, the SRO will not transport a sick or injured child for medical assistance or provide escort with his or her police unit for school personnel, or use his or her police cruiser/unit for personal use. The SRO may transport students in his or her police cruiser in a situation related to the SRO's law enforcement functions (arrest, etc.). The SRO may assist the administration in escorting students who are violent or have threatened violence toward school administration or others from the campus. It shall be the responsibility of the school district administration to release the juvenile according to school policy, or if applicable, according to the Police Department's policies, procedures or directives. In the event of a conflict between the policies and procedures of Ruidoso Municipal Schools and the Village of Ruidoso, the policies and procedures of the Police Department shall control, except as expressly limited by this JPA.

r. The SRO will, whenever possible, attend meetings of the School District's parent and faculty groups to solicit their support and understanding of the duties and responsibilities of the SRO and promote awareness of the SRO's law enforcement functions.

s. The SRO will, whenever possible, be available for conferences with students, parents and faculty members to assist them with problems for a law enforcement or crime prevention nature.

t. The SRO will be familiar with the community agencies which offer assistance to students and their families, such as mental health clinics, drug treatment centers, etc.

u. The SRO shall not act as school disciplinarian or counselor. Discipline, correction and direction of students are the school's responsibility.

v. The SRO shall coordinate all his or her activities with the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools and shall seek permission, advice, and guidance from the Superintendent of Schools or his or her designee prior to enacting any program within the Ruidoso Municipal Schools.

w. The SRO will teach law enforcement related topics at the request of the School District administration. The SRO may be requested to teach on a regular basis. The following list is not intended to be an all-inclusive list of subjects covered by the SRO.

    i. Justification for rules of law
    ii. Consequences of crime
    iii. Juvenile and adult criminal justice systems
    iv. Career opportunities in law enforcement
    v. Substance abuse prevention

vi. Violence and Crime prevention

vii. Conflict Resolution/Mediation

viii. Bullying

x. With the assistance of the School District administration, the SRO will develop expertise in presenting various subjects such as understanding the laws, the police officer and the police mission.

10. Equipment, Supplies and Training:

i. The Ruidoso Municipal Schools shall provide the supervising police officer and office and such equipment as is necessary at his/her assigned schools. This equipment shall include a telephone and filing space capable of being secured and access to a computer.

b. The Village of Ruidoso shall provide, as necessary, to the SRO or reimburse the SRO for the following:

i. The SRO's uniform, including associated belts, holsters, etc. to hold police equipment.

ii. All necessary police equipment, including radios, weapons and emergency equipment. The police radio shall enable the SRO to have direct contact with the Village of Ruidoso.

iii. Standard police cruiser unit, including required maintenance and repair of the assigned police unit and provision of a substitute or replacement unit when necessary. The standard police cruiser unit shall be equipped for the performance of the SRO's law enforcement duties, and the SRO shall be authorized to use the police unit for all transportation during working hours, including emergency response to all schools within the Ruidoso Municipal Schools pursuant to the policies and procedures of the Village of Ruidoso for such use. If permitted by the Village of Ruidoso, the SRO is authorized to use the police cruiser for transportation to and from the SRO's residence and work or any other transportation authorized by the Village of Ruidoso.

iv. Membership dues and costs for continuing education and training as a SRO.

v. All required and necessary police training and recurrent training necessary for a Police Officer.

vi. All required police certification necessary for a Police Officer.

11. Required Approval/Effective Date: The JPA shall not become effective until it has been approved by the Board of Education for the Ruidoso Municipal Schools and by the Village of Ruidoso Council. The parties also acknowledge that this JPA constitutes an "Agreement" as that term is used in the New Mexico Joint Powers Agreement Act, NMSA 1978, §§ 11-1-1 *et seq.*, and will not be effective until

approved by the State of New Mexico, Department of Finance and Administration. This JPA shall become effective upon the date of the last approval necessary to effectuate it.

12. Accountability for Funds and Records: Each party shall be strictly accountable for all receipts and disbursements under the JPA. It shall follow the requirements of the Manual of Procedure for Uniform Financial Accounting and Budgeting for the New Mexico Public Schools (Current Edition) in handling and accounting for all property or funds. All receipts and disbursements shall be subject to audit in the same manner as School District funds in accordance with the New Mexico Audit Act.

13. Termination: This JPA may be terminated by either party upon thirty (30) days written notice to the other party prior to the intended termination date. By such termination, no party may nullify obligations incurred for performance prior to the date of termination.

14. Integration of Contract: This JPA incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written JPA. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this JPA.

15. Amendment: This JPA shall not be altered, changed or amended except by an instrument in writing and executed by the parties hereto. Such amendment shall be subject to the approval of the Board of Education for the Ruidoso Municipal Schools and by the Village of Ruidoso Council.

16. Liability: No party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this JPA. Any liability incurred in connection with this JPA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 *et seq.*, as the same may be amended from time to time. This JPA contains the understanding between the named parties only and shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the named parties, their officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, consultants, or advisors.

17. Funding: Notwithstanding the provisions of Paragraph 4, above, the payment terms of this JPA are contingent upon sufficient authorizations and appropriations being or having been made by the New Mexico State Legislature for performance of this JPA in the fiscal year which begins July 1, 2026, and in succeeding fiscal years. If sufficient appropriations and authorizations are not made or have not been made by the New Mexico State Legislature in any fiscal year, this JPA shall terminate upon seven (7) days written notice from Ruidoso Municipal Schools to Village of Ruidoso provided that such termination shall not nullify School District's obligation to pay Village of Ruidoso for such sums as have been previously

approved for payment. The decision of the Ruidoso Municipal Schools as to whether sufficient authorizations and appropriations are or have been made in any fiscal year shall be final. Termination of this JPA for lack of sufficient appropriations shall not constitute a termination for fault of the part of the Ruidoso Municipal Schools. The parties further agree that the School District's sole obligation to pay, in the event this JPA is terminated for lack of sufficient appropriations, is the obligation to pay Village of Ruidoso for work performed prior to notice of termination unless otherwise modified in writing by the parties.

18. Applicable Law: This JPA shall be governed by the laws of the State of New Mexico.

19. Waiver: No waiver of any breach of the contract or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

20. Insurance: The Village of Ruidoso agrees to maintain liability insurance for the SRO providing coverage in an amount equal to or exceeding the amount required by the New Mexico Tort Claims Act, including on all vehicles utilized by SRO.

For the Village of Ruidoso

Lynn Crawford Date
Mayor, Village of Ruidoso

ATTEST:

Yvonne Vigil Date
Village Clerk

(SEAL)

For the Board of Education for the Ruidoso Municipal Schools

Becca Ferguson Date
Superintendent of Schools

Marc Beatty Date
President, RMSD Board of Education

ATTEST:

Kelly Johnson Date
RMSD Board Secretary

(SEAL)

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 12.

To:

Presenter(s): Christy Coker, Customer Service Manager
Madison Schlotfeldt, Staff Accountant

Meeting Date: June 2, 2026

Re: Discussion on Quote for Services with Vertosoft for OpenGov E-Procurement, Project Management, and Grant Management Software Utilizing Sourcewell Contract# 060624-VTO in the Amount of $349,357.35 Including NMGRT.

Item Summary:

Discussion On Quote for Services with Vertosoft for OpenGov E-Procurement, Project Management, and Grant Management Software Utilizing Sourcewell Contract# 060624-VTO in the Amount of $349,357.35 Including NMGRT.

Financial Impact:

The cost of the software was approved in the FY 2027 Budget in the General Fund's Capital Projects Department's Capital Outlay - Computer line item (101-132-53004) in the amount of $186,360.00. First year costs including set up fees is $209,955.01, so an additional amount of $23,595.01 will be pulled from cash reserve. In addition, second year cost is $68,001.12 and third year costs is $71,401.22. Purchase of software will be after 07/01/26, pending approval of quote.

Item Discussion:

Vertosoft for the OpenGov Software, utilizing Sourcewell Contract# 060624-VTO, including three modules: E-Procurement, Project Management, and Grants Management. This software is to be used by the Finance, Purchasing, and Capital Projects departments to benefit the Village in the procurement process, financial tracking, funding resources, and reporting for these areas.

Recommendations:

To Approve Quote for Services with Vertosoft for OpenGov E-Procurement, Project Management, and Grant Management Software Utilizing Sourcewell Contract# 060624-VTO in the Amount of $349,357.35 Including NMGRT.

ATTACHMENTS:
Q-23837 Vertosoft quote for OpenGov Village of Ruidoso NM.pdf

Solicitation Number RFP #060624 Sourcewell Contract.pdf

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 5/22/2026, 4:31 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: opengov@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - Village of Ruidoso, NM

Contract: Sourcewell: 060624-VTO

Quote #: Q-23837
Expires On: 6/26/2026

Ship To
Village of Ruidoso, NM
Christy Coker
christycoker@ruidoso-nm.gov

Quote For:
Name:
Company: Village of Ruidoso, NM
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 7/1/2026
Overall POP End Date: 6/30/2029

Group1 7/1/2026 - 6/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWHH-B2040M-AR-3Y	Capital Budget & Project Management - Between $20-40 Million - 3Y	1.00	$13,464.28	$13,464.28
OG-TWFO-B2040M-AR-3Y	Grants Management - Funding Level Between $10 - 20 Million - Between $20-40 Million - 3Y	1.00	$29,625.75	$29,625.75
OG-TWIM-B2040M-AR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $20-40 Million - 3Y	1.00	$21,672.98	$21,672.98
OG-PSBG-B2040M-OT-0Y	Professional Services Deployment - Prepaid - Between $20-40 Million - 0Y	725.96	$200.00	$145,192.00
			Group1 TOTAL:	$209,955.01

Group2 7/1/2027 - 6/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWHH-B2040M-AR-3Y	Capital Budget & Project Management - Between $20-40 Million - 3Y	1.00	$14,137.49	$14,137.49
OG-TWFO-B2040M-AR-3Y	Grants Management - Funding Level Between $10 - 20 Million - Between $20-40 Million - 3Y	1.00	$31,107.03	$31,107.03
OG-TWIM-B2040M-AR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $20-40 Million - 3Y	1.00	$22,756.60	$22,756.60
			Group2 TOTAL:	$68,001.12

Group3 7/1/2028 - 6/30/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWHH-B2040M-AR-3Y	Capital Budget & Project Management - Between $20-40 Million - 3Y	1.00	$14,844.37	$14,844.37
OG-TWFO-B2040M-AR-3Y	Grants Management - Funding Level Between $10 - 20 Million - Between $20-40 Million - 3Y	1.00	$32,662.39	$32,662.39
OG-TWIM-B2040M-AR-3Y	OpenGov Enterprise Procurement and Contracts Bundle - Between $20-40 Million - 3Y	1.00	$23,894.46	$23,894.46
			Group3 TOTAL:	$71,401.22

Grand Total: $349,357.35

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

Village of Ruidoso, NM
Signature:_____
Name:_____
Title: _____
Date: _____

Statement of Work

Village of Ruidoso, NM

Creation Date: 5/20/2026
SoW Expiration Date: 8/20/2026
Document Number: PS-12029.1
Created by: Erin Kehoe

Table of Contents

OpenGov Statement of Work **3**
1. Project Scope and Understanding 3
2. Exhibits 3
3. OpenGov Responsibilities 3
4. Customer Responsibilities 3
5. Project Delivery 4
6. Estimated Schedule 4
7. Acceptance Procedure 4
8. Modifications 5
9. Communication and Escalation Procedure 5
Exhibit 1: Implementation Activities **6**
OpenGov Implementation Methodology Overview 6
Procurement & Contract Management: 6
Initiate 6
Validate 7
Configure 7
Train 10
Launch 11
Grants Management 11
Initiate 11
Validate 12
Configure 12
Train 15
Launch 16
Capital Budget and Project Management 16
Initiate 16
Configure 17
Train 19
Launch 19
Exhibit 2: Technical Requirements **20**
Procurement Technical Requirements 20
Government App Builder Technical Requirements 20

OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to Village of Ruidoso, NM ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

- 2.1. Exhibit 1: Implementation Activities
  - 2.1.1. Procurement & Contract Management
  - 2.1.2. Government App Builder - Grants Management
  - 2.1.3. Government App Builder - Capital Budget & Project Management
- 2.2. Exhibit 2: Technical Requirements
  - 2.2.1. Procurement & Contract Management
  - 2.2.2. Government App Builder

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The estimated duration of this work is nine (9) months. The specific timeline, including order of delivery of the product(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

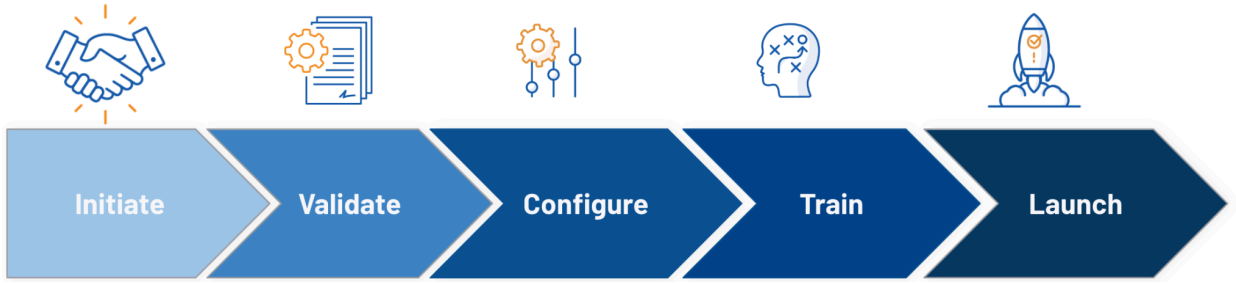
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Procurement & Contract Management:

Use Cases Build for Procurement:

- Solicitation Development
- Supplier Engagement, Evaluation and Awards
- Request Management
- Contract Management
- eSignatures

Initiate

Provisioning Procurement Website Instance

OpenGov will:

- Configure customer portal and upload Customer's logo.

Customer will:

- Provide logo.
- Confirm access to the Portal.

Completion Criteria

- Customer verifies access to the site.=

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) two-hour working session at the beginning of the project to:
    - Confirm list of templates
    - Review technical requirements
    - Provide documentation on requirements and processes

OpenGov Assumptions:

- Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Supplier Engagement, Evaluation and Award Configuration

Vendor Portal

OpenGov will:

- Provide the Customer with iframe code and documentation to create the Vendor Portal.
- Import the list of vendors provided by Customer.

OpenGov Assumptions:

- Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.

Customer will:

- Allocate resources to create the Vendor Portal.
- Provide vendor email list and send vendor email/letter.
- Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.

Completion Criteria

- Customer sign-off that Vendor Portal has been configured.

Sourcing Template

OpenGov will:

- Deploy generic template.
- Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.

Customer will:

- Provide a copy of the next solicitation document.
- Provide information to complete the generic solicitation upload template including forms and an example recent solicitation.
- Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Completion Criteria

- Customer sign-off that the Generic Template has been configured.

Solicitation Template Development Solution

OpenGov will:

- Review and confirm the Solicitation Templates and documents provided by the Customer.
- Configure up to two (2) total Solicitation Template(s) from customer provided templates:
    - Two (2) Non-Construction Solicitation Templates will be built based on examples collected from the customer up to one hundred (100) pages in length.
- Work with Customer to design and get sign off on the template(s).

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates.
- Provide forms associated with solicitation templates.
- Provide admin documents.
- Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Solicitation Templates.

Completion Criteria

- Customer sign-off that the Solicitation template(s) have been configured.

Request Management

OpenGov will:

- Configure Request Management settings for up to three (3) workflows.
- Provide up to ten (10) hours of working sessions covering:
    - Configuration Review
    - Process Walkthrough(s)
    - User Acceptance Testing support

Customer will:

- Provide Request Management Approvers.
- Provide Departments.
- Provide a purchasing policy.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Requisitions have been configured.

Contract Management Configuration

Create and Manage Contracts

OpenGov will:

- Provide one (1) - one hour Overview of the Contract Management Solution to Customer's System Administrator(s).
- Provide guidance and instruction to the System Administrator on creating and managing contracts.

Customer will:

- Attend scheduled System Overview
- Create and manage contract records in the system with guidance from OpenGov.

Completion Criteria

- Contracts training has been conducted.

Contract Template Deployment

OpenGov will:

- Review & configure agreed upon contract templates.
- Configure up to one (1) total Contract Template(s) from customer provided templates:
    - One (1) Non-Construction Contract Template will be built based on examples collected from the customer up to fifty (50) pages in length.

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates.
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Contract templates.

Completion Criteria

- Customer sign-off that the Contract Template(s) have been configured.

eSignatures

OpenGov will:

- Enable eSignatures.
- Provide instructions on how to use eSignatures.

Customer will:

- Gather and provide relevant process information for eSignatures.
- Test the configuration and provide feedback.

Completion Criteria

- Customer sign-off on eSignatures.

Historical and/or Active Contract Metadata Upload

OpenGov will:

- Provide a compatible mapping document in Excel format for the metadata of contracts (contracts log) to be uploaded into the system.
- Import the contract records listed in the contract log.

OpenGov Assumptions:

- OpenGov clean up/correction of attachments are not included in the scope of this project.

Customer will

- Customer will transfer their contract metadata into the mapping document provided by OpenGov for import into OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project.

Completion Criteria

- Historical/Active Contract log has been loaded.

Admin Documents and Checklist Configuration

OpenGov will:

- Review & configure up to four (4) standard Admin Documents :
    - Proposal Viewer Agreement
    - Interview Invitation
    - Non-Award Letter
    - Notice of Intent to Award

Customer will:

- Provide Admin Documents.

Completion Criteria

- Admin Documents and Checklist have been configured.

Single Sign On (SSO) Implementation

OpenGov will:

- OpenGov implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification.
- Add OpenGov as a new application in Customer identity provider.

Completion Criteria

- Single Sign On has been configured.

Train

Procurement Training

OpenGov will:

- Provide training on system functionality. Topics include:
    - Supplier Engagement
        - Creating Bids with Sourcing Templates
        - Live Bid Management & Vendor Experience
        - Evaluation and Awarding
    - Solicitation Development

        - Writing Solicitations using templates
    - Contract Management
        - Document Assembly and E-signature
        - Contract Document Developer Tools
    - Request Management

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Completion Criteria

- Training has been conducted.

Working Sessions

OpenGov will:

- Assign practice exercises to Customer to gain familiarization.
- Assist Customer during first real-life solicitation posting, and opening (if during deployment).
- Respond to questions regarding configured system functionality.

Customer will:

- Complete practice exercises to gain familiarization.
- Identify internal Admin Users & security permissions for all other users.

Completion Criteria

- Working sessions have been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of remote working session(s) to answer any questions following solution acceptance.
- Send Solution Acceptance Document
- Transition for project team to Customer Success.

Customer will:

- Identify issues and attend sessions.
- Sign Solution Acceptance Document

Completion Criteria

- Customer sign-off that the project has been completed.

Grants Management

Initiate

OpenGov will:

- Conduct a project kickoff meeting to align goals, roles, scope, and approach.
- Provision a Government App Builder environment; configure initial roles.
- Run discovery/working sessions to confirm requirements

- Create an initial configuration project plan in a shared workspace.

Customer will:

- Identify stakeholders; ensure attendance at kickoff and working sessions.
- Confirm environment access and user roles.
- Provide relevant process documentation, forms, reporting examples, and compliance requirements.
- Review and approve initial configuration backlog and project schedule.

Assumptions

- Branding and content style guides provided by Customer (if applicable).

Completion Criteria

- Kickoff completed with documented actions.
- Access confirmed for core users.
- Initial backlog and plan approved.
- Shared workspace established.

Validate

OpenGov will:

- Provide Customer with the Grants Set Up Workbook.
- Facilitate validation workshop to confirm requirements and dependencies.
- Present refined project plan, timeline, and resource plan for sign-off.
- Validate user access, permissions, and environment readiness.
- Update artifacts based on feedback prior to configuration.

Customer will:

- Attend validation with decision-makers and SMEs.
- Confirm access to needed systems and tools for 3rd party integrations in scope
- Review and sign off on the project plan.
- Resolve internal dependencies that could block configuration.

Assumptions

- Any additional requirements identified will be assessed for scope and schedule impact.
- Integration methods (file/API) will be proposed in this phase for approval in Configure.

Completion Criteria

- Customer sign-off on plan and backlog.
- Access validated.
- No outstanding blockers to start Configure.
- Readiness checkpoint logged in project documentation.

Configure

Module and Submodule Configuration

OpenGov will:

- Configure data tables, fields, validations, conditional logic, and layouts for Pre-award, Award, and Post-award modules including the following sub modules:
    - Pre-award:
        - Federal Grant Search tool
        - State Grant Search tool
    - Award:

        - Budgets
        - Compliance
        - Documents
        - Metrics
        - Applications
        - Expenses
    - Post-award
        - Out of the Box compliance reports (FFRs, CFR 200)
- Conduct review sessions and iterate to finalize.

Customer will:

- Provide field-level requirements, examples of existing forms, and regulatory data elements.
- Participate in reviews; provide consolidated feedback.
- Validate permissions, logic, and layouts for internal and public users.
- Approve final form configurations.

Assumptions

- Designs leverage standard form capabilities and controls.
- OpenGov will provide good faith efforts to accommodate Accessibility, Translation, and ADA considerations identified by Customer in advance. However, we do not commit to formal adherence to WCAG AAA 2.1 guidelines.
- Public portal content and branding assets provided by Customer.

Completion Criteria

- Forms/tables configured and tested.
- Visibility/permissions validated.
- Required data capture confirmed.
- Customer approval received.

Reports and Dashboard Configuration

OpenGov Responsibilities

- Configure up to five (5) reports for each submodule in the Configuration section of this SOW, filters, and visualizations; enable exports suitable for audit/board/grantor submissions.
- Provide enablement on managing report parameters.

Customer will:

- Define KPIs, compliance metrics, and reporting needs (e.g., HUD/FEMA/ARPA).
- Review layouts and logic; test exports; designate owners for ongoing reporting.

Assumptions

- Reports rely on data available in configured tables or approved workbook imports.

Completion Criteria

- Reports and dashboards live with accurate data.
- Permissions verified; export formats tested.
- Customer approval received.

Workflow & Process Automation

OpenGov will:

- Implement role-based visibility and permissions for:
    - Internal roles

        - Configure routing, task queues, deadline reminders, conditional approvals, and status transitions for one (1) workflow with up to six (6) approval steps for each of the following modules:
    - Pre-Award
    - Award
- Document workflows and test with Customer.

Customer will:

- Provide current process maps, approvers, timelines, and escalation criteria.
- Participate in testing and refinement; approve final logic.

Assumptions

- Automation will use standard workflow options.
- SLA timers and escalations are based on Customer-provided policies.

Completion Criteria

- Workflows live with notifications functioning.
- All stages mapped with associated logic.
- Approval received from Customer.

Integrations

OpenGov Procurement to OpenGov Government App Builder

OpenGov will:

- OpenGov Procurement
    - Implement an one-way API or flatfile transfer from OpenGov Procurement.
    - Map fields for invoice metadata, scoring, and review context.

Customer will:

- Provide sample payloads
- Validate mapped fields.

Completion Criteria

- Working integration is live.
- Customer approval received.

Tyler Encode to OpenGov Government App Builder

OpenGov will:

- OpenGov Government App Builder
- Implement an one-way API or flatfile transfer from Tyler Encode.

Customer will:

- Validate mapped fields.

Assumptions

- Custom transformations or multi-system orchestration may require a Change Order.
- Integration non-functional requirements (schedules, volume, retention) will be documented during Validate.

Completion Criteria

- Working integration is live.
- Customer approval received.

Data Migration

OpenGov will:

- Provide import templates; perform mapping, normalization, and test loads for up to five (5) grants.
- Support iterative validation and finalize the data load with record counts.

Customer will:

- Provide clean datasets in agreed format; validate mappings and samples; give timely feedback; approve final dataset for go-live.

Assumptions

- Data cleansing and remediation are Customer responsibilities unless contracted separately.
- Personally identifiable information (PII) handling will follow Customer security requirements.

Completion Criteria

- Historical data verified in system.
- Sample loads signed off; final import complete.
- Accuracy confirmed by Customer.

Train

Administrative User Training

OpenGov will:

- Deliver live virtual training; provide documentation and recordings.
- Cover core admin tasks (form edits, report creation, workflow adjustments, permission controls).
- Assign practice scenarios.

Customer will:

- Identify admin users; attend training; complete practice exercises; confirm understanding of admin responsibilities.

Completion Criteria

- Admin training completed; access confirmed for relevant users.
- Practice scenarios validated.
- Customer confirms readiness to manage configuration post-launch.

Public/User-facing Collateral

OpenGov will:

- Draft how-to guides with screenshots and FAQs; deliver PDF and web-optimized formats.
- Review drafts with Customer for accuracy; finalize collateral.
- Customer will:
- Review and provide feedback; approve final content; handle distribution and any localization.

Assumptions:

- Content reflects current forms and processes at go-live.
- Accessibility/translation needs identified by Customer.

Completion Criteria

- Guides finalized and approved; published via Customer channels.

Launch

OpenGov will:

- Provide eight (8) hours of Hyperadopt including: Monitor adoption and resolve configuration questions and issues.
- Conduct final stakeholder review.
- Transition to Customer Success.

Customer will:

- Monitor usage and report issues
- Attend final review
- Sign solution acceptance.

Completion Criteria

- Stakeholder review completed; solution acceptance signed.

Capital Budget and Project Management

Initiate

OpenGov will:

- Conduct a cross-functional kickoff.
- Provision CPM environment; grant admin access.
- Document initial backlog for: intake/scoring, PRC/planning commission workflows, contract/invoice approvals, compliance checks, GIS overlays, reporting.

Customer will:

- Ensure stakeholder attendance; confirm user roles and SSO readiness.
- Supply current Excel templates, project request forms, workflow diagrams, GIS layer references.

Completion Criteria

- Kickoff held and documented; environment access validated; initial backlog finalized.

Validate

OpenGov will:

- Review and finalize the configuration backlog, timeline, and resource plan; verify SSO and role design; validate data intake formats and reporting structures.

Customer will:

- Confirm access to required tools/APIs; provide compliance templates and reporting exemplars; sign off on plan/backlog.

Assumptions

- Additional requirements discovered here may prompt change control.

Completion Criteria

- Signed solution plan and backlog; access validated; no blockers to begin Configure.

Configure

Capital Intake, CIP Planning and Scoring

OpenGov will:

- Configure project request forms with conditional logic and role-based visibility.
- Implement scoring/ranking (scale or matrix) and prioritization views.
- Enable multi-year planning worksheets and funding alignment elements.

Customer will:

- Provide intake fields, scoring criteria, approval steps, and sample projects.

Assumptions

- Debt modeling beyond standard CPM reporting is out of scope; can be phased later.
- Grants are managed in Wizhive; CPM will reference grant data as provided.

Completion Criteria

- Intake, scoring, and CIP planning workflows configured and approved.

Project Scheduling, Contracts, and Invoice Workflow

OpenGov will:

- Build Gantt, task templates, and status tracking; configure contract and change order records; set approval routing, thresholds, and notifications; enable documentation uploads and audit trails.

Customer will:

- Provide contract types, invoice packet requirements, routing thresholds, and approver roles.

Assumptions

- Procurement sourcing events are out of scope (unless separately contracted)
- Vendor portal branding and content use OpenGov standard templates.

Completion Criteria

- Scheduling live; contract and invoice routing tested; audit trail verified.

Compliance & Environmental Reviews

OpenGov will:

- Create compliance forms, document placeholders, and reminder automations; produce compliance dashboards and exportable logs for audits.

Customer will:

- Provide policy references, forms, wage-report templates, and review cadence.

Assumptions

- Legal interpretation of regulations is the customer's responsibility; OpenGov implements agreed controls and artifacts.

Completion Criteria

- Compliance artifacts configured; reminders working; reporting validated.

Tyler Encode Integration

OpenGov will:

- Configure fields/mappings to reference SAGE structures; set exports/imports or flat-file/API handshakes as approved by MIS.

Customer will:

- Provide COA structures, sample export files, and security/comms details.

Assumptions

- Real-time, bi-directional ERP integration is out of scope unless separately contracted; near-real-time exchanges via scheduled files are supported.

Completion Criteria

- Financial mappings documented; exchange test passed; validation sign-off.

OpenGov Procurement to OpenGov Government App Builder

OpenGov will:

- OpenGov Procurement
  - Implement an one-way API or flatfile transfer from OpenGov Procurement.
  - Map fields for contract metadata, scoring, and review context.

Customer will:

- Provide sample payloads.
- Validate mapped fields.

Completion Criteria

- Working integration is live.
- Customer approval received.

Reporting and Transparency

OpenGov will:

- Build dashboards (executive, finance, CIPM, planning); set exportable tabular and visual reports; provide templates suitable for assembly/board materials.

Customer will:

- Provide KPI definitions, sample reports, and desired story/map elements.

Assumptions

- Public budget book buildout is optional and limited to configured CPM data.

Completion Criteria

- Reports and dashboards approved; export formats validated.

Data Migration

OpenGov will:

- Establish mapping templates; run pilot loads; support iterative corrections; finalize migration with record counts for up to 30 projects.

Customer will:

- Provide clean, consolidated files; validate pilot loads; approve final dataset.

Assumptions

- Data cleansing remains the customer's responsibility.

Completion Criteria

- Final load complete; counts reconciled; customer sign-off received.

Train

OpenGov will:

- Deliver role-based admin and end-user training (configure forms, workflows, permissions; create/modify reports and dashboards).
- Provide recordings, quick-reference guides, and practice scenarios.

Customer will:

- Ensure attendance; complete exercises; designate power users per department.

Completion Criteria

- Admin readiness confirmed; end-user proficiency validated; materials delivered.

Launch

OpenGov will:

- Provide hypercare for prioritized issues; monitor performance; finalize acceptance checklist; transition to Customer Success.

Customer will:

- Report issues and adoption feedback; execute acceptance.

Completion Criteria

- Go-live acceptance signed; transition completed.

Exhibit 2: Technical Requirements

Procurement Technical Requirements

Logo
- .png or .jpg file
- At least 300KB but not larger than 500KB

Vendor List
- Single Flat file
- .csv or .xlsx format

Historical/Active Contracts
- Single Flat file based on mapping document provided by OpenGov
- .csv or .xlsx format

Sample Documents or Boilerplate Templates
- PDF or Word format, including all related attachments and documents.

Templates
- All templates are assumed to be samples unless specified as a boilerplate. A boilerplate template document that can be reused more than once without any substantive change.
- All templates assume up to 50 pages in length each unless otherwise specified in Exhibit 1. Page count includes all attachments, forms, notices, and other documentation
- All templates are assumed to be non-construction unless otherwise specified in Exhibit 1. A "Construction" template refers to templates inclusive of requirements, specifications, and conditions for construction projects: including any of the following examples but not limited to: regulations, codes, and standards, risk management, insurance management, dispute resolution mechanisms, phases, tasks, dependencies, materials, equipment, construction methods, liability and warranty periods.

Admin Documents
- PDF or Word format

Government App Builder Technical Requirements

- Migration
    - All data must be accessible to OpenGov in Excel or CSV format
    - Maximum historical record count: 500
- Flat File Integrations
    - Customer must
        - Provide OpenGov with the export file (a delimited file) from the external system
        - Automate the export and/or import of data into and out of the external system.
- API Integrations

- Customer is responsible for:
  - Fees associated with purchasing the external system
  - Providing OpenGov with access to the API and/or access to technical staff from that vendor.
  - Access to a test instance of the third party API including a URL, authentication credentials, and relevant documentation.
  - Changes to scope resulting from a change in the third-party vendor's API.
  - Testing expected workflows and data in both test and production environments
- To display a location on a map, the third party system must be able to provide location data via their API, as shapes or coordinates. Text addresses are limited to populating address fields.

Docusign Envelope ID: 3550C0CD-DA30-478E-B377-5C24A0E676EA

Sourcewell

Solicitation Number: RFP #060624

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vertosoft LLC, 1602 Village Market Blvd. SE, Suite 320, Leesburg, VA 20175 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Categories 1, 2, and 4.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

Docusign Envelope ID: 3550C0CD-DA30-478E-B377-5C24A0E676EA

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

Docusign Envelope ID: 3550C0CD-DA30-478E-B377-5C24A0E676EA

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

Docusign Envelope ID: 3550C0CD-DA30-478E-B377-5C24A0E676EA

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

Docusign Envelope ID: 3550C0CD-DA30-478E-B377-5C24A0E676EA

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

Docusign Envelope ID: 3550C0CD-DA30-478E-B377-5C24A0E676EA

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

Docusign Envelope ID: 3550C0CD-DA30-478E-B377-5C24A0E676EA

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

Docusign Envelope ID: 3550C0CD-DA30-478E-B377-5C24A0E676EA

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

Docusign Envelope ID: 3550C0CD-DA30-478E-B377-5C24A0E676EA

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

Docusign Envelope ID: 3550C0CD-DA30-478E-B377-5C24A0E676EA

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Docusign Envelope ID: 3550C0CD-DA30-478E-B377-5C24A0E676EA

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

Docusign Envelope ID: 3550C0CD-DA30-478E-B377-5C24A0E676EA

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Docusign Envelope ID: 3550C0CD-DA30-478E-B377-5C24A0E676EA

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Docusign Envelope ID: 3550C0CD-DA30-478E-B377-5C24A0E676EA

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

Docusign Envelope ID: 3550C0CD-DA30-478E-B377-5C24A0E676EA

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Docusign Envelope ID: 3550C0CD-DA30-478E-B377-5C24A0E676EA

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Vertosoft LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: H. Jay Colavita CE362D9DCA75431...
By: _____	By: _____
Jeremy Schwartz	Jay Colavita
Title: Chief Procurement Officer	Title: President
Date: 10/23/2024 | 2:51 PM CDT	Date: 10/23/2024 | 2:47 PM CDT

RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

Vendor Details

Company Name:	Vertosoft
Does your company conduct business under any other name? If yes, please state:	Virginia
Address:	1602 Village Market Blvd SE Suite 320 Leesburg, Virginia 20175
Contact:	Ashlianne Shigley
Email:	ashlianne.shigley@vertosoft.com
Phone:	571-799-9578
HST#:	81-3911287

Submission Details

Created On:	Tuesday May 14, 2024 10:42:32
Submitted On:	Wednesday June 19, 2024 16:27:20
Submitted By:	Chet Hayes
Email:	chet@vertosoft.com
Transaction #:	24e4534c-d2ba-49f8-8719-aa21f40b0e00
Submitter's IP Address:	173.72.254.97

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vertosoft LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vertosoft LLC has no subsidiaries.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Vertosoft	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 7QV38. UEI: Y7D5MXRU2839.	*
5	Proposer Physical Address:	1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175	*
6	Proposer website address (or addresses):	www.vertosoft.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Jay Colavita Title: President Address: 1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175 Email: contracts@vertosoft.com Phone: 703-568-4703	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Ashlianne Shigley Title: Government Contracts Program Manager Address: 1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175 Email: ashlianne.shigley@vertosoft.com Phone: 571-799-9578	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Chet Hayes Title: CTO Address: 1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175 Email: chet@vertosoft.com Phone: 571-707-4137	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Vertosoft LLC (Vertosoft) is a technology services company that focuses on delivering innovative and emerging technologies to public sector organizations across the country. Established in 2016, Vertosoft has deep knowledge and experience supporting all phases of the acquisition life cycle. We specialize in providing services to emerging technology companies and the public sector agencies they serve. Our forte is strategic sourcing, which streamlines the time required to provide critical technology and services to government end-users at competitive prices. We provide Sourcewell members the flexibility, agility, and responsiveness of a small company with the experience of a large organization. Vertosoft's staff is widely respected and relied upon for its professional, ethical business approach. Our success is based upon the leadership of a highly-experienced management team, and our staff has deep expertise in meeting each agency's specific requirements and the technology required to satisfy those requirements. Our core values include an innovative mindset, an entrepreneurial spirit, and a deep knowledge and experience supporting all phases of government sales and acquisition lifecycle. We are widely respected and relied upon for our professional, ethical, and industry certified business process.	*
11	What are your company's expectations in the event of an award?	An award from Sourcewell represents an opportunity for a beneficial partnership between Vertosoft, Sourcewell, and its members. This partnership ensures that Sourcewell members gain access to leading-edge technologies that are exclusively available through Vertosoft's robust catalog. As an awarded supplier under Sourcewell's rigorous selection process, Vertosoft gains a prestigious platform to showcase its innovative solutions. Sourcewell, in turn, enhances its offerings with a broader and more advanced range of technology solutions. We believe that the strongest and most effective partnerships are built on a foundation of collaboration. We are committed to working hand-in-hand with Sourcewell to tailor solutions that precisely address the diverse needs of Sourcewell members, ensuring a relationship where progress and mutual satisfaction are the mainstays.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Vertosoft is a fast-growing and financially sound company that delivers high-quality software solutions to the public sector. Since 2016, we have achieved an impressive annual growth rate of 30-60%, reaching $74M in revenue in 2021 and over $178M in 2023. We have zero debt, and we invest our own funds to meet the diverse needs of our clients and partners. The financial statements that we have provided attest to our solid and stable performance. You can find our 2023 Financial Statements within the "Step 2 - Documents" portion of the submission under "Financial Strength and Stability" for reference.	*
13	What is your US market share for the solutions that you are proposing?	Vertosoft is dedicated to introducing innovative and emerging technologies within the public sector. While our data on non-public sector market share is not within our purview, we are proud to state that for a substantial portion of the suppliers we represent, Vertosoft handles between 80% to 100% of all their public sector transactions. This significant figure demonstrates our strong position and influence in the public sector technology market.	*

14	What is your Canadian market share for the solutions that you are proposing?	The proposed solutions from our suppliers have a significant and growing presence in the Canadian market. Although specific market share values are not available, we can provide insights into their influence and adoption across various sectors in Canada. UKG (Ultimate Kronos Group) is widely recognized in Canada for its comprehensive human capital management (HCM) solutions. Many Canadian organizations across public and private sectors leverage UKG's workforce management and HR solutions to enhance operational efficiency and employee engagement. Diligent's governance, risk, and compliance solutions are trusted by numerous Canadian enterprises and public sector organizations. Their tools are known for enhancing board governance and regulatory compliance, making them a preferred choice in Canada. Trintech's financial close management software is used by several leading Canadian companies to streamline their financial operations. Their solutions are appreciated for improving accuracy and efficiency in financial processes. Visual Lease has a notable presence in the Canadian market, with its lease management solutions being adopted by organizations to ensure compliance with lease accounting standards and improve financial performance. OpenGov is a trusted partner for many Canadian government entities, providing financial and performance management solutions that promote transparency, efficiency, and data-driven decision-making. Cornerstone's cloud-based learning and talent management solutions are widely adopted by cCanadian businesses and educational institutions, supporting continuous learning and professional development. Udacity's online learning platform is popular among Canadian learners and organizations for its cutting-edge courses in technology and business, which help enhance workforce skills and adaptability. Ivy.ai's AI-powered chatbot and virtual assistant solutions are utilized by various Canadian educational institutions and businesses to improve customer service and engagement through automated support. Fleet DM's fleet management solutions are implemented by several Canadian organizations to optimize their fleet operations, reduce costs, and enhance operational efficiency. Urban SDK's data analytics and visualization tools are used by Canadian urban planners and policymakers to improve city infrastructure and enhance urban development through data-driven insights. Autura's automotive solutions support Canadian automotive businesses with real-time data and analytics on vehicle performance and maintenance, helping improve efficiency and decision-making. Fluxx Labs' grant management software is adopted by several Canadian philanthropic organizations and government agencies to streamline the grant application and management process. Swiftly's public transit solutions are employed by Canadian transit agencies to provide real-time data and analytics, improving transit operations and rider experience. Spare Labs, based in Canada, provides demand-responsive transportation solutions that are widely used by Canadian transit agencies to enhance mobility and accessibility in urban and rural areas. Public Input's community engagement platform is utilized by various Canadian municipalities to facilitate public participation and gather citizen feedback, enhancing community involvement in governance.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Vertosoft has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Vertosoft is best categorized as a distributor/dealer/reseller. Answer to a): Due to the fact that Vertosoft has proposed a wide variety of solutions for this submission, we have attached the proposed suppliers Letter of Authorizations to fulfill this requirement. Letters of Authorization can be found in the "Step 2 - Documents" portion of the submission under "Upload Additional Documentation." A zip folder titled "LOAs" has been uploaded accordingly.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Vertosoft was formed with the sole focus of serving the public sector market with the most advanced emerging technology available. To support this mission, Vertosoft has implemented and adheres to a comprehensive set of internationally recognized standards and certifications, demonstrating our commitment to quality, security, and regulatory compliance. These certifications include those held directly by Vertosoft as well as those maintained by our third-party partners and subcontractors. Vertosoft has implemented the International Organization for Standardization (ISO) 9001:2015 standard, a globally recognized benchmark for quality management systems (QMS). This certification underscores our dedication to maintaining the highest standards of quality in our processes and services, ensuring that we consistently meet or exceed the rigorous requirements set by government agencies. Recognizing the complexity and interdependence of global information technology supply chains, Vertosoft holds a certificate for the Open Trusted Technology Provider™ Standard (OTTPS), which is approved as ISO/IEC 20243:2015. This certification is critical for mitigating the risk of maliciously tainted and counterfeit products, thereby ensuring the integrity and security of our supply chain. Many of Vertosoft's cloud-native suppliers are FedRAMP certified. FedRAMP is a government-wide program that standardizes security and risk assessments for cloud technologies, promoting the adoption of secure cloud services across the federal government. Additionally, our suppliers also hold StateRAMP certifications, which extend these stringent security protocols to state and local government entities, ensuring consistent protection and compliance. To further bolster our commitment to data security, many of our suppliers are SOC 2 Type II certified. This certification involves a rigorous audit process that evaluates an organization's information systems against strict criteria for security, availability, processing integrity, confidentiality, and privacy. SOC 2 Type II certification is particularly crucial for service providers managing customer data in the cloud, ensuring that data is secure and protected from unauthorized access. Furthermore, several of our suppliers are certified to the ISO/IEC 27001 standard. This international standard provides a robust framework for information security management systems (ISMS), enabling organizations to manage the security of assets such as financial information, intellectual property, and employee details, as well as information entrusted by third parties.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	In Vertosoft's 7+ years as a company, we have never been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	- INC 5000 2022 AND 2023 - Washington Business Journal Top Performing Small Technology Companies 2022 AND 2023 - Washington Business Journal Fast 50 2022 AND 2023 - Washington Business Journal Fast 50 2021 - Most Promising Public Sector Solution Providers 2021 - Best Places to Work 2021, 2022, 2023, & 2024	*
20	What percentage of your sales are to the governmental sector in the past three years	99.12%	*
21	What percentage of your sales are to the education sector in the past three years	3.48%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	TIPS: 220105 – $7,346,338.43 NCPA-OMNIA: 01-165 – $4,770,754.68 BuyBoard: 692-23 – $420,658.61 Texas DIR: DIR-TSO-4227 – $13,782,528.51 California Multiple Award Schedule: 3-23-06-1020	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA: GS-35F-688GA – $45,306,418.77 2GIT: 47QTCA21A002A – $4,394,961.23 DoD ESI: N66001-21-A-0092 -- $259,717.60 ITES-SW2: W52P1J-20-D-0067 – $19,225,960.62	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Judiciary Courts of the State of Kansas	Jeff Peter	(785) 291-3054	*
University of Alabama	Julie Shelton	(205) 348-7917	*
County of Davidson, NC	Joel Hartley	(336) 242-2032	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of West Virginia	Government	West Virginia - WV	Enterprise Lease Platform, Community Engagement and Citizen Engagement, Financial Reporting Software	Average Deal Size: $928,509	$9,874,122	*
State of Montana	Government	Montana - MT	Regulatory Publication Platform, Financial Reporting	Average Deal Size: $164,987	$3,009,236	*
Florida Department of Corrections	Government	Florida - FL	Budgeting and Planning Software	$2,134,236	$2,134,236	*
State of Maryland	Government	Maryland - MD	Enterprise Agile Planning Solution, Financial Reporting, Cloud Native Automation, Budgeting Software	Average Deal Size: $155,339	$1,777,514	*
City of San Antonio Texas	Government	Texas - TX	Transparency Platform	Average Deal Size: $345,839	$1,020,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Vertosoft's strategic positioning across the United States reflects our commitment to providing exceptional service and support for all our clients, including the prospect of serving Sourcewell's nationwide needs. Our corporate headquarters in Leesburg, VA, doubles as the national sales support center, orchestrating thousands of transactions across all 50 states, as well as extending our reach into Canada. This centralized hub ensures that we maintain a cohesive strategy and a consistent level of service across all jurisdictions. We bolster our national presence with additional locations strategically placed in Charleston, SC; Charlottesville, VA; Denver, CO; Philadelphia, PA; Portland, ME; and Tacoma, WA. These offices are not mere points on a map; they are integral parts of a cohesive network that extends Vertosoft's capabilities and brings our services closer to Sourcewell members. Our sales force, a dedicated team of 45 full-time individuals, is not just a number. Each member is a specialist, aligned with specific software suppliers to act as both a force multiplier for our partners and a trusted advisor to our public sector clients. This ensures that each Sourcewell member receives tailored attention and expertise that aligns with their unique missions and challenges. Beyond our sales team, Vertosoft has crafted a core group of key individuals who will directly support this contract, including: Executive Sponsor: Jay Colavita, President Contract Management: Ashlianne Shigley, Government Contracts Program Manager Technical Executive: Chet Hayes, CTO Accounts Payable: Hannah Xiu, CFO Sales Leadership: Josh Slattery, VP of Technology Sales Sales Operations: Nur Rahman, Director of Operations Contract Marketing: Mary Dawson, Digital Marketing Manager Financial Reporting: Michael DiPlacido, Government Business Analyst These leaders are not just overseeing operations; they are actively engaged in ensuring that every Sourcewell member receives the highest level of service and support. The size of our team is a testament to our efficiency and dedication. With Vertosoft, Sourcewell will not be engaging with a cumbersome, slow-moving entity, but a nimble, responsive organization where every employee carries the weight of their expertise and commitment to public service. Our agility allows us to pivot and adapt to the changing needs of Sourcewell members, ensuring that each entity receives the attention and resources it deserves. We are not just proposing a vendor-client relationship; we are offering a partnership where Sourcewell's needs are met with precision, professionalism, and a personal touch that only a team like Vertosoft's can provide. With our nationwide network, specialized team, and the direct involvement of our leadership, Sourcewell can be confident in Vertosoft's ability to meet and exceed their nationwide requirements.	*
27	Dealer network or other distribution methods.	Vertosoft is a software distributor and reseller and can sell directly to any of the Sourcewell participating entities across the United States. Vertosoft also maintains a broad partner network across the country that is comprised of companies that fall into a wide variety of disadvantaged categories such as women owned, service-disabled veteran owned, minority owned, etc. With this wide partner network, Vertosoft can help Sourcewell participating entities meet specific procurement goals related small or disadvantaged business. Our reliable partner network of nearly 300 companies is made up of top industry participants (some being Sourcewell contract holders) such as BlueTech, GovSmart, Enterprise Technology Solutions, SHI, Insight Public Sector, New Tech, and Strategic Communications, just to name a few.	*
28	Service force.	As a software distributor and reseller, Vertosoft works directly with the software manufacturers and their service partners to provide needed service, rather than maintaining a large service force. These partners reside both in the United States and in Canada. We work heavily with multiple services providers for UKG, one of the proposed solutions in this submission. They are as follows: Worldgate, Project Genetics, Covalence, JK Seva, Fase Group, HRchitect, Mosaic Consulting Group, Jubilant LLC, PredictiveHR, Sability LP, and more. Service providers we commonly work with for other technologies include F.H. Black, Trintech, Aeyon, and Clearsulting.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Vertosoft can act as both a distributor and reseller to help make the ordering process for Sourcewell participating entities as smooth and easy as possible. Here's how the process is tailored to meet the software-centric requirements: When Vertosoft Acts as a Distributor: 1. Selection and Consultation: A Sourcewell entity selects their required software solutions with the possibility of consultation from Vertosoft and/or the software supplier to ensure the best fit for their needs. 2. Authorized Reseller Engagement: The entity then engages with an authorized reseller partner of Vertosoft to place the order. This partnership combines the local touch of a reseller with the extensive software offerings of Vertosoft. This could also help participating entities to achieve socio-economic goals when possible. 3. Order Coordination: Once the order is placed with the reseller, Vertosoft coordinates with the software supplier to fulfill the order. Vertosoft's role as a distributor ensures that the software supplier delivers the order effectively through the reseller partner. When Vertosoft Acts as Both Distributor and Reseller: 1. Direct Order Placement: In scenarios where Vertosoft assumes the combined role, the Sourcewell entity places the order directly with Vertosoft, eliminating any thirdparty interaction. 2. Order Fulfillment: Vertosoft then takes on the responsibility of coordinating directly with the software supplier to fulfill the order. This direct line ensures clarity, efficiency, and expediency in delivery. 3. Post-Order Support: Regardless of the role, Vertosoft provides comprehensive post-order support, assisting with software entitlement, license management, and technical queries. In both scenarios, Vertosoft's involvement guarantees a streamlined process that caters to the digital nature of the products offered. With no physical inventory to manage, the focus remains on prompt service and precise fulfillment of software orders, ensuring that Sourcewell entities receive the right software solutions at the right time, with Vertosoft as their dedicated point of contact.	*
30	Describe your strategy related to implementation, integration, and use of implementation partners.	Vertosoft's strategy for implementation, integration, and use of implementation partners is designed to ensure the successful and seamless deployment of solutions for our customers. Our approach is comprehensive, collaborative, and client-focused, with the ultimate goal of providing irrefutable value. We currently collaborate with nearly 50 implementation partners who are industry leaders in their specialty, consistently engaging with them for their highly skilled expertise and streamlined project facilitation. We view implementation partners as valuable extensions of any given project.	*

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Vertosoft is fully committed to delivering exceptional customer service to Sourcewell members through our comprehensive Customer Success Program. Our approach is designed to provide rapid, knowledgeable, and tailored support to ensure that our clients maximize the benefits of our technology solutions. Upon commencement of our partnership, Sourcewell members will be assigned a dedicated Customer Success Manager (CSM) team. This team, comprised entirely of U.S. citizens, boasts an intimate understanding of various software manufacturers' entitlement systems, license management processes, and technical support frameworks. This ensures that the support provided is not only expert but also directly aligned with the nuances of the public sector's operational requirements. To facilitate immediate and seamless communication, we provide a dedicated toll-free number and a specific email address that directly connects Sourcewell members to their CSM team. This direct line of contact is designed to eliminate delays and streamline the resolution process. Our CSM team pledges to deliver on the following key customer service aspects: Software Entitlement Management Support: Expert assistance in managing and optimizing software entitlements. Customized License Reporting and Usage: Tailored reports that provide insights into software usage and compliance status, aiding in informed decision-making. Service Desk Management Portal: Sourcewell members will have access to 'VertoDesk', our robust service management portal, allowing them to open and manage service tickets efficiently with the CSM team. Technical Outreach and Advisory Sessions: Scheduled sessions to discuss new solutions, technology roadmaps, and to offer strategic advice tailored to the unique needs of Sourcewell members. Our response-time capabilities are a cornerstone of our customer service commitment. The CSM team guarantees prompt attention to all inquiries and issues, with an initial response time target within one business hour of contact. We strive to resolve queries and service tickets swiftly, with a focus on first-contact resolution whenever possible. To ensure these service goals are consistently met, Vertosoft incentivizes our CSM team based on key performance indicators that include response times, resolution times, and customer satisfaction levels. Regular reporting on these metrics, including the volume of calls, emails, and the status of service tickets, will be provided to Sourcewell to maintain transparency and encourage continuous improvement. Our dedicated CSM team, responsive service capabilities, and strategic incentives all serve one purpose: to provide Sourcewell members with an unparalleled customer service experience that not only meets but exceeds their expectations for support and strategic guidance.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Vertosoft's core business is selling to the Public Sector, both the State & Local and Federal Government. We have dedicated the entire business to our only customer being the Government due to the expanse and nuance of the Government as a customer. Due to this, this makes our ability as a software distributor and reseller to sell directly to any of the Sourcewell participating entities across the United States extremely plausible and within our normal reach. We look forward to working with Sourcewell participating entities to provide the solutions proposed as part of this solicitation.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vertosoft is committed to delivering high-quality software and related services to public sector and education administration entities, including those across Canada. Our ability and willingness to serve Sourcewell participating entities in Canada are rooted in the following key aspects: - Vertosoft LLC has established a legal presence in Canada and has the ability to quote in CAD. - We have an established, proven track record of success via direct transactions, as well as through our number of Canadian partners. - Vertosoft offers comprehensive training and implementation services tailored to the specific needs of our customers. For any related services that we are proposing, we provide remote options, ensuring that Canadian entities can maximize the value of Vertosoft's solutions, while encountering minimal disruption to their daily operations. - We are best able to serve the Canadian territories and provinces that conduct business in English.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vertosoft is currently equipped to and has done business with all 50 states of the US. We are also equipped to do business with all required areas of Canada.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Vertosoft anticipates being able to fully serve any participating entity sectors through this proposed contract, and looks forward to the opportunity of doing so.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Vertosoft has no specific restrictions related to participating entities in Hawaii and Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Vertosoft has crafted a robust marketing strategy to ensure the successful promotion of the Sourcewell contract opportunity. Our approach is multifaceted, designed to leverage our expertise and resources to educated and engage public sector entities about the advantages of using this contract vehicle for their technology solution acquisitions. The text in the following questions (#37-40) covering the Marketing Plan is meant to work in tandem with what we have submitted as an attachment under the "Step 2 - Documents" portion of the submission under "Marketing Plan/Samples." Dedicated Sales Team Effort: Vertosoft's seasoned public sector sales team, armed with extensive experience in leveraging national contracts, will actively collaborate with Sourcewell's marketing division. The objective is to enlighten public sector organizations about the benefits and efficiencies gained by utilizing this contract for their technology purposes. Partnership with Software Manufacturers: Our Software Manufacturer Partners, who have well-established national sales forces, will integrate the promotion of this contract into their sales strategies. In their interactions with public sector entities, they will advocate for the use of this contract as the preferred procurement vehicle for acquiring state-of-the-art technology solutions. Proactive Communication and Media Outreach: Within the first 14 days post-award, Vertosoft will disseminate a co-branded press release, announcing the contract award with detailed insights into the contract specifics. This announcement will be bolstered by strategic social media campaigns, targeting public sector organizations to inform and promote the contract's utilization. Online Presence and Accessibility: A dedicated Vertosoft website will be launched within 30 days of award notice, featuring the standard Sourcewell logo. This line resource will serve as a comprehensive hub, housing the original RFP, contract documents, product summaries, marketing materials, and direct links to the Sourcewell website. Additionally, we will establish a dedicated toll-free number and email address exclusively for Sourcewell participating entities, facilitating effortless access and inquiries. Direct Engagement Campaign: Within 60 days of the award, Vertosoft will initiate a targeted email and direct contact campaign. This initiative is designed to notify both existing and prospective public sector agencies about the contract. The communication will offer detailed guidance on how to effectively leverage the contract for future technology solution procurements. Vertosoft's marketing strategy is a testament to our commitment to not only inform but also empower participating agencies with the tools and knowledge to enhance their operational capabilities through this contract with Sourcewell.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vertosoft employs a sophisticated array of digital technologies and data analytics to enhance the effectiveness of our marketing initiatives. Here's an outline of our strategy: Social Media Utilization: We leverage social media platforms to engage with our audience, utilizing targeted advertising and organic content strategies. By analyzing user interaction data, we tailor our content to increase engagement, foster community building, and enhance brand awareness. Metadata Analysis: By harnessing metadata from various digital channels, we gain insights into customer behavior, preferences, and trends. This information allows us to optimize our content for search engines and improve the visibility of our digital assets. Customer Relationship Management (CRM) Systems: Our CRM systems are integrated with marketing automation tools that utilize digital data to personalize communication and track the customer journey. This ensures that marketing campaigns are relevant and timely, increasing conversion rates. Data-Driven Decision Making: We employ analytics tools to evaluate the performance of our marketing campaigns across digital channels. By understanding key performance indicators (KPIs), we can make informed decisions to refine our marketing tactics. Content Personalization: Using data analytics, we personalize content for various segments of our audience. This approach ensures that the messaging resonates with the specific needs and interests of each segment, improving engagement and conversion rates. Predictive Analytics: By analyzing past and current data trends, we employ predictive analytics to anticipate future behaviors and preferences. This allows us to stay ahead of market trends and adapt our marketing strategies accordingly. Digital Engagement Tracking: We track engagements and interactions across our digital channels to understand what content performs best. This enables us to replicate successful tactics and drop ineffective ones. Email Marketing Optimization: We use digital data to segment our audience and tailor email marketing campaigns, enhancing open rates and click-through rates. Through these technologically driven strategies, Vertosoft ensures that our marketing efforts are not just widespread, but also precise, relevant, and effective, leading to a stronger market presence and higher ROI on marketing investments.	*
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Vertosoft recognizes the immense value of a Sourcewell contract and the significant benefits it provides to Sourcewell contract holders. Therefore, we view it as very important that Sourcewell and Vertosoft have a symbiotic relationship in the promotion of a contract award. We view Sourcewell's involvement in the successful promotion of our contract to include, but not necessarily be limited to: 1. Promotion via Sourcewell Channels: Leverage Sourcewell's established communication channels, such as the official website, newsletters, and direct emails to regularly inform and update participating entities of the contract and its benefits. We would also like to establish an official landing page on Sourcewell's website to highlight Vertosoft's contract, similarly to how we would do on our own website. 2. Co-Branded Marketing Materials: Partner with Vertosoft to create co-branded marketing materials that combine the credibility and reputation of Sourcewell with the innovative offerings of Vertosoft, reinforcing the contract's value proposition. 3. Educational Webinars and Workshops: Organize and host educational webinars and workshops that elucidate the contract's features and instruct participating entities on how to leverage the offerings to effectively meet their needs. 4. Social Media Engagement: Utilize Sourcewell's social media platforms to engage with the participating entity base, increase contract visibility, and encourage discussions around the contract's usage and benefits. 5. Case Studies and Testimonials: Develop and share success stories and/or testimonials from customers who have seen great value through Vertosoft suppliers on the contract. This will provide real-world, timely examples of the value of Vertosoft's solutions and demonstrate the effectiveness of a properly leveraged Sourcewell contract awarded to Vertosoft.	*

40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	All solutions proposed under this RFP are available for electronic delivery, either via download for on-premises installed software, or as a Software-as-a-Service (SaaS) offering, but not through an online e-procurement ordering system.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.	As a leading distributor of innovative software solutions for the public sector, Vertosoft is uniquely positioned to offer a range of product-related training programs. Our training offerings are as diverse as our product portfolio, varying significantly based on each supplier's specific technology and approach. Product Training Overview: Our training programs are designed to enhance the effective use and understanding of the software products we distribute. Recognizing that training needs vary from one supplier to another, we offer: 1. Standardized Training Programs: - Offered for: Widely used software products with uniform functionalities. - Details: These programs cover basic operations, user interface navigation, and standard application features. - Provider: Trained professionals with comprehensive knowledge of specific software. - Costs: Generally included with the purchase of software licenses. 2. Advanced and Specialized Training: - Offered for: Software requiring specific skill sets or knowledge for optimal use. - Details: Advanced operational techniques, customization options, and in-depth feature exploration. - Provider: Specialists or even developers from the software supplier, ensuring an authoritative understanding of the product. - Costs: Priced separately, reflecting the advanced level and specialized nature of the training. 3. Customizable Training Solutions: - Offered for: Software with flexible or adaptable functionalities. - Details: Tailored training modules developed in conjunction with the software supplier, focusing on the unique needs of each Sourcewell entity. - Provider: A collaborative team of Vertosoft experts and supplier representatives. Costs: Varies based on the training scope, duration, and specific requirements. - Unique Value Proposition: Vertosoft's strength lies in our ability to connect Sourcewell entities with a wide range of software training options, directly correlating to the diverse products offered by our suppliers. This approach ensures that each entity receives the most relevant, effective training for their chosen software solutions, maximizing the benefits and impact of their technology investments	*
42	Describe any technological advances that your proposed products or services offer.	Vertosoft stands at the forefront of technological innovation, providing cutting-edge solutions tailored for Core Administrative Systems, Education and Public Sector Information and Work Management, and Public Engagement and Specialized Services. Our offerings, derived from partnerships with emerging tech companies, seamlessly integrate into your operations, delivering significant benefits: In Core Administrative Systems, Vertosoft's proposed solutions enhance automation and improve decision-making. Leveraging technologies such as AI-driven financial close processes from Blackline, and predictive analytics and financial automation from Trintech, our solutions streamline operations and optimize resource management. This enables public sector and educational institutions to effectively manage administrative tasks and improve overall operational efficiency. For Education and Public Sector Information and Work Management, Vertosoft's solutions redefine efficiency in information and work management. By auto-generating designs and content, and developing novel data models, these tools significantly reduce time-to-market and foster innovation. For instance, Cornerstone onDemand's AI-powered learning management system personalizes learning paths and provides advanced analytics, while OpenGov's data-driven decision-making tools offer deep insights, trend analysis, and predictive forecasting crucial for strategic planning and operational efficiency. Moreover, platforms like Udacity offer cutting-edge learning programs in emerging technologies, further empowering institutions to unlock the full potential of their data. In the realm of Public Engagement and Specialized Services, Vertosoft offers robust solutions that enhance communication and interaction with the community. AI-powered platforms, including chatbots and virtual assistants from Ivy.ai, facilitate efficient handling of inquiries and provide real-time data analytics. PublicInput's platform uses AI to analyze public feedback and sentiment, enhancing community engagement. These solutions streamline processes, reduce response times, and provide 24/7 support, thereby promoting stronger community relationships and trust.	*

43	Please describe your software innovation maturity related to the following technology areas: o Machine learning o Natural language processing o Virtual assistants/chatbots o Predictive analytics o Big data analytics o AI/Generative AI	Vertosoft, along with our suppliers, offer Sourcewell participating entities advanced capabilities across key technology areas including machine learning, natural language processing, virtual assistants/chatbots, predictive analytics, big data analytics, and AI/Generative AI. The following companies Autura, Blackline, Cornerstone OnDemand, Diligent, Floqast, Fluxx Labs, Ivy.ai, OpenGov, Public Input, Red Rover, Schoox, Spare Labs, Swiftly, Thirdline, Trintech, Udacity, UKG, Urban SDK, and Visual Lease demonstrate exceptional innovation maturity in these fields, offering cutting-edge solutions aligned with the most advanced technology available. Machine Learning: UKG: Utilizes machine learning to enhance workforce management solutions, providing predictive scheduling, workforce forecasting, and advanced analytics to optimize labor costs and improve employee engagement. Natural Language Processing (NLP): Ivy.ai: Specializes in NLP to power intelligent chatbots and virtual assistants for higher education institutions, facilitating seamless communication and support for students and staff. Udacity: Leverages NLP in their educational platforms to provide personalized learning experiences, adaptive content, and intelligent tutoring systems. Virtual Assistants/Chatbots: Ivy.ai: Offers advanced chatbot solutions that utilize AI and NLP to provide real-time, automated support for various user queries, improving customer service efficiency. Cornerstone OnDemand: Integrates virtual assistants into their learning and talent management solutions, providing users with immediate assistance and enhancing overall user experience. Predictive Analytics: Floqast: Utilizes predictive analytics to streamline and optimize financial close processes, providing actionable insights that help organizations forecast and manage financial outcomes more effectively. Swiftly: Applies predictive analytics to improve public transportation systems, offering real-time data and predictive insights to enhance transit operations and rider experience. Big Data Analytics: OpenGov: Employs big data analytics to provide governments with comprehensive financial management and transparency solutions, enabling data-driven decision-making and improved public service delivery. Urban SDK: Uses big data analytics to provide urban planners and policymakers with actionable insights to improve city infrastructure, transportation, and overall urban development. AI/Generative AI: Red Rover: Implements generative AI to enhance their employee onboarding solutions, creating personalized and engaging onboarding experiences that streamline the integration of new hires. Spare Labs: Utilizes AI and generative AI to optimize demand-responsive transportation systems, improving efficiency and accessibility for transit agencies and riders. Comprehensive Innovation Across Technology Areas: Diligent: Provides governance, risk, and compliance solutions that integrate AI and machine learning to enhance decision-making and risk management processes. Trintech: Delivers financial close management software that incorporates predictive analytics and AI to automate and optimize financial operations. Visual Lease: Uses machine learning and big data analytics to offer lease management solutions that improve compliance and financial performance. Thirdline: Applies advanced machine learning and AI techniques to enhance their security and compliance monitoring solutions. Blackline: Utilizes AI and machine learning to streamline and automate accounting and finance processes, providing real-time visibility and control. Public Input: Uses big data analytics and AI to facilitate public engagement and community feedback, providing governments with deeper insights and more effective decision-making. Fluxx Labs: Employs AI and big data analytics to improve grant management and impact measurement for philanthropic organizations. Autura: Leverages machine learning and predictive analytics to enhance automotive industry solutions, improving vehicle performance and customer satisfaction. Schoox: Implements AI and machine learning in their learning management systems to provide personalized training and development programs. Together, these companies represent a robust and comprehensive suite of solutions that showcase our collective expertise and innovation maturity in key technology areas. By offering suppliers with the latest advancements in machine learning, natural language processing, virtual assistants, predictive analytics, big data analytics, and AI, Vertosoft and our suppliers are well-positioned to deliver exceptional value and transformative outcomes for Sourcewell participating entities.

44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	The diversity of connectivity and integration capabilities available are as varied and diverse as the suppliers we are proposing for this opportunity, ensuring seamless interoperability and comprehensive functionality across various software systems. We have provided a brief subset of some of the integration capabilities below: Autura supports integrations with Salesforce, Hubspot, Zoho CRM, SAP, Oracle ERP, Microsoft Dynamics 365, Geotab, Samsara, and Verizon Connect, along with an API and SDK to assist with other connections. Blackline's financial close management software integrates with major ERP systems such as SAP, Oracle, and Microsoft Dynamics. It offers APIs and pre-built connectors to streamline data flow between financial systems and enhance process automation. Cornerstone OnDemand's learning and talent management systems integrate seamlessly with a variety of HRIS, payroll, and other enterprise systems, utilizing open APIs, connectors, and integration hubs to ensure data synchronization and workflow automation. Specifically, Cornerstone integrates with Workday, enabling smooth data flow for HR, payroll, and talent management processes, which supports unified reporting, automated data updates, and streamlined workflows. The system also integrates with SAP SuccessFactors, allowing for the synchronization of employee data, performance metrics, and learning management information, thus providing a comprehensive talent management solution. Furthermore, integration with Oracle HCM Cloud ensures synchronized HR data, payroll information, and talent management processes, enhancing data accuracy and operational efficiency. Cornerstone's compatibility with ADP helps synchronize payroll data, employee information, and compliance reporting, facilitating easier workforce data management across systems. Additionally, Cornerstone integrates with UKG Pro (formerly UltiPro) to offer seamless HR, payroll, and talent management capabilities, promoting real-time data synchronization and efficient workflow automation. Integration with Microsoft Dynamics 365 allows for the connection of HR and talent management data, enabling comprehensive analytics and streamlined operations. The integration with PeopleSoft ensures that employee records, payroll data, and HR processes are synchronized, providing a unified platform for managing workforce information. Finally, Cornerstone's integration with Kronos aligns time and attendance data with HR and payroll systems, ensuring accurate payroll processing and compliance with labor regulations. These integrations enable Cornerstone to provide a cohesive and efficient experience for managing HR processes, payroll, and employee development, supporting comprehensive workforce management and development strategies across various enterprise systems. Ivy.ai's AI-powered chatbot and virtual assistant solutions integrate seamlessly with a variety of systems to enhance customer service and engagement. Utilizing open APIs and connectors, Ivy.ai ensures smooth data flow and operational efficiency across educational institutions and businesses. Specifically, Ivy.ai integrates with CRM systems like Salesforce and HubSpot to streamline customer interactions, ensuring data from chatbot interactions is accurately captured and enhancing customer relationship management and marketing efforts. In learning management systems such as Canvas and Blackboard, Ivy.ai provides educational institutions with seamless student support, automating responses to inquiries and facilitating course navigation. Additionally, Ivy.ai integrates with student information systems like Banner and PeopleSoft to automate administrative tasks, providing instant access to academic information and assisting with enrollment processes. For HRIS, Ivy.ai works with systems like Workday and SAP SuccessFactors to offer automated HR support, addressing employee queries related to benefits, leave balances, and payroll details. Furthermore, integrations with content management systems like WordPress and Drupal enable Ivy.ai to enhance user engagement on websites by providing real-time support and guiding visitors. These integrations collectively enable Ivy.ai to deliver a cohesive and efficient experience for managing customer interactions, student support, and HR services, significantly improving operational efficiency and user satisfaction. OpenGov provides robust integration capabilities to enhance its financial and performance management solutions for government agencies. It integrates seamlessly with major Enterprise Resource Planning (ERP) systems such as SAP, Oracle, and Microsoft Dynamics, enabling comprehensive financial management and streamlined operations. OpenGov connects with financial systems like QuickBooks, NetSuite, and Sage Intacct, facilitating accurate financial reporting and budget management. Its platform also integrates with Customer Relationship Management (CRM) systems like Salesforce, enabling improved citizen engagement and service delivery. OpenGov supports data visualization and analytics tools such as Tableau and Power BI, providing real-time insights and data-driven decision-making. For document and records management, it integrates with systems like Laserfiche and SharePoint, ensuring efficient document handling and compliance. Additionally, OpenGov connects with geographic information systems (GIS) like Esri, enhancing spatial data analysis and planning capabilities. These integrations ensure that OpenGov's solutions provide comprehensive, efficient, and secure financial and performance management, enhancing the ability of government agencies to deliver transparent and effective public services. UKG (Ultimate Kronos Group) offers extensive integration capabilities across various systems to enhance workforce management solutions. It integrates with major Human Capital Management (HCM) systems like Workday, Oracle HCM Cloud, and SAP SuccessFactors for seamless HR and payroll operations. UKG also connects with payroll systems such as ADP, Ceridian Dayforce, and Paychex to ensure accurate payroll processing. Its integration with ERP systems like SAP ERP, Oracle ERP, and Microsoft Dynamics 365 streamlines workforce planning and financial management. UKG's connectivity extends to CRM systems, including Salesforce, HubSpot, and Zoho CRM, aligning workforce management with customer relationship activities. Time and attendance systems like Kronos, Tanda, and Deputy are supported for efficient scheduling and tracking. Additionally, UKG integrates with Learning Management Systems (LMS) such as Cornerstone OnDemand, SAP Litmos, and Udemy for Business to enhance employee training and development. Benefits administration systems like Benefitfocus, Alight Solutions, and Businessolver are also supported, ensuring comprehensive benefits management. For secure access, UKG integrates with Single Sign-On (SSO) solutions like Okta, Microsoft Azure Active Directory, and Ping Identity. These integrations ensure UKG's solutions provide comprehensive, efficient, and secure workforce management across diverse business environments.

45	Describe your migration, customization, configuration, and upgrade processes.	Each of the suppliers being proposed has a variety of methodologies they follow to ensure success. For example, OpenGov's implementation methodology ensures a smooth transition and successful adoption of their solutions through a structured approach consisting of several key phases: Initiate, Validate, Configure, Customize, Train, Test, Launch, and Support and Upgrade. In the Initiate phase, OpenGov provides customer entity configuration and creates system administrator accounts, granting access to the system. This phase concludes with customer sign-off on product access. During the Validate phase, OpenGov develops a Solution Blueprint based on the customer's requirements and confirms the data migration and validation strategy. The customer signs off on the Initial Draft Solution Blueprint to complete this phase. The Configure phase involves configuring the deliverables as outlined in the project scope, with customer sign-off confirming the completion and acceptance of all configuration deliverables. Customization follows in the next phase, based on specific customer requirements detailed in the Solution Blueprint. This includes custom feature development, integration with other systems, and workflow customizations. This phase concludes with customer sign-off on the completed customizations. Training is provided through instructor-led virtual sessions, covering both administrators and end users as specified in the project scope. Customer sign-off confirms the completion of training. OpenGov conducts thorough testing of the system in the Test phase, including user acceptance testing (UAT), to ensure all configurations and customizations work as expected. The customer signs off on the successful completion of the testing phase. The Launch phase includes providing HyperAdopt support post Go-Live to ensure successful adoption, with customer sign-off transitioning the project from active deployment to Customer Success. In the Support and Upgrade phase, OpenGov provides ongoing support to ensure the system continues to meet customer needs, regularly releasing updates and upgrades to enhance functionality and security. Customers are notified of upcoming upgrades, and OpenGov works with them to schedule and implement these upgrades with minimal disruption, concluding with customer sign-off on major upgrades to confirm successful implementation. UKG uses the following methodology: Project Management UKG guides the life cycle of the UKG HCM implementation, providing best practices to ensure successful deployment. The UKG Project Manager partners with the Customer Project Manager to develop the project plan, manage risks, and ensure objectives are achieved. The Customer Project Manager manages resources, secures executive sponsor buy-in, leads change management, liaises between UKG and project stakeholders, administers project changes, and resolves issues. Welcome Phase In the Welcome Phase, UKG and the Customer team lay the foundation for a successful implementation. This includes assigning stakeholders, defining areas of responsibility, reviewing expectations and goals, discussing project assumptions, and establishing meeting cadences. The UKG Project Manager will also discuss the project plan, change management, testing, and end-user training activities with the Customer Project Manager. This phase concludes with the start of the Requirements phase. Requirements Phase During the Requirements phase, UKG discusses specific configurations and identifies necessary modifications with the Customer. This involves discovery sessions with key department stakeholders and reviewing internal process changes based on industry best practices. The aim is to minimize configuration changes outside the preconfigured solution. These discussions help in making informed decisions about processes, testing scenarios, and end-user training. Build Phase In the Build phase, UKG completes the agreed-upon configurations. The Customer provides necessary employee data from legacy systems, configures hardware if applicable, and attends recommended training. Working sessions are held to review the configuration and navigation of the UKG HCM solution. The Customer also designates System Administrators who actively participate in all activities to ensure they can maintain and troubleshoot the solution post-implementation. Test Phase During the Test phase, the Customer leads User Acceptance Testing (UAT) with support from UKG. The Customer assigns resources to conduct unit tests, documents outcomes, and communicates issues to UKG for resolution. Concurrently, the Customer develops change management strategies and communication plans to ensure user adoption, prepares deployment groups, and rolls out end-user training. Go-Live Phase In the Go-Live phase, the configured and tested solution is deployed to end users. The project's goals, success criteria, change management, end-user training, and risk management efforts culminate in this phase. The Customer signs off on an agreed Deployment Plan for the UKG HCM system. UKG supports one deployment group and provides a thirty-day warranty period before transitioning to UKG Global Support (Success Care) for post-implementation support.	*

46	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vertosoft maintains a corporate Sustainability Policy which is provided below: Vertosoft LLC strives to be a leader in environmental sustainability and believes that a successful future for our business and the customers we serve depends on the sustainability of the environment, communities, and economies in which we operate. As a responsible corporate citizen, we bear a responsibility to consider the impacts of our actions and how they affect the environment both directly in terms of our own operation, and indirectly through our purchasing decisions, the products, and services we offer to our customers and the business opportunities we pursue. We are committed to minimizing the impact of our operations on the environment and to demonstrating leadership by integrating environmental considerations into all our business practices. We are committed to protecting the environment through responsible management of our operations and give appropriate weight and consideration to this environmental policy when making future planning and investment decisions. Vertosoft LLC will set targets and objectives, within the scope of the environmental management system, to achieve continual improvement and a sustainable development; Vertosoft LLC will establish and periodically review and report progress on objectives and targets in the pursuit of continual improvement in our environmental management system for the purpose of enhancing our environmental performance and ongoing prevention of pollution. Vertosoft LLC will minimize the environmental impacts of our own operations through best practice management of use of our energy, transportation, material consumption, water use, waste and emissions. Vertosoft will also encourage suppliers, subcontractors, retailers and recyclers of our products to adopt the same environmental principals as Vertosoft LLC; Vertosoft LLC will raise employee awareness and support employee creativity and enthusiasm with respect to implementing our environmental policies, guidelines, programs, and initiatives. Vertosoft will also continually promote environmental awareness, responsibility, and best practices and to support the environmental sustainability culture of our company through education and in-house initiatives to reduce our environmental footprint. Guided by our Sustainability Policy, Vertosoft provides each employee with an Ocean Bottle "GO" water bottle. Each bottle is made from at least 67% recycled materials, and each bottle purchased funds the collection of 1,000 ocean-bound plastic bottles. To date, our usage of these bottles has funded the removal of over 40,000 ocean-bound plastic bottles. Vertosoft has also installed an in-office point-of-use water system that is connected to the building water supply. This system is estimated to save 4,000 bottles annually. Another policy that Vertosoft has put in place that is driven by our Sustainability Policy is our 'Work from Home' program. Employees that are eligible for this program can work from home 2 days a week. It is estimated that this policy saves ~10.67 metric tons of carbon emissions over the course of a year. In addition to these items, Vertosoft requires all electronic equipment to be Energy STAR certified, and where available, EPEAT registered. We prioritize products made from recycled materials and those with minimal, eco-friendly packaging. Vertosoft also selects products designed for longevity and ease of upgrade to extend their usable life. One specific example is our laptops. Vertosoft's laptops have an average lifespan of 5 years, as compared to many corporate laptops that have a lifespan of approximately 3 years.	*
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Several providers in our proposal demonstrate a strong commitment to sustainability through various certifications and eco-labels. UKG and Diligent both hold ISO 14001 certification for environmental management systems, underscoring their dedication to reducing environmental impact. Trintech, a member of the Green Business Certification Inc. (GBCI), reinforces its green business practices. Visual Lease partners frequently use Energy Star-certified equipment, promoting energy efficiency. OpenGov operates in LEED-certified facilities, reflecting their commitment to environmentally friendly building practices. Fluxx Labs, as a certified B Corporation, meets high standards of social and environmental performance. These certifications and practices highlight the focus on energy efficiency, sustainability, and green initiatives among our proposed solution providers.	*
48	Describe your strategy related to ecosystem partners for additional functionalities or capabilities.	Our strategy for leveraging ecosystem partners to enhance functionalities and capabilities revolves around building a robust network of integrations and collaborations that amplify the strengths of our core solutions. By partnering with leading providers across various domains, we ensure that our customers can access a comprehensive suite of tools and services that seamlessly integrate with our offerings, enhancing overall efficiency and effectiveness. For instance, UKG (Ultimate Kronos Group) collaborates with numerous HRIS and payroll systems such as Workday, SAP SuccessFactors, and ADP, enabling seamless data flow and operational efficiencies. These integrations allow organizations to unify their workforce management and HR processes, providing a cohesive user experience. Similarly, Diligent's governance, risk, and compliance solutions are enhanced through partnerships with other compliance tools and risk management systems, ensuring comprehensive governance and regulatory adherence. OpenGov's financial and performance management solutions benefit from integrations with ERP systems like SAP and Oracle, as well as data visualization tools such as Tableau and Power BI. This strategic collaboration enables government entities to leverage advanced analytics and reporting capabilities, driving data-driven decision-making. Cornerstone OnDemand's learning and talent management systems integrate with CRM systems like Salesforce and HubSpot, as well as LMS platforms like Canvas and Blackboard, ensuring that educational institutions and businesses can provide seamless learning experiences and robust talent management. Additionally, Ivy.ai's AI-powered chatbot solutions integrate with various CMS, LMS, and HRIS platforms, offering enhanced customer service, student support, and HR functionalities. By partnering with ecosystem players such as WordPress, Drupal, and Workday, Ivy.ai ensures that its AI-driven solutions are easily accessible and highly effective across different use cases.	*
49	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Vertosoft LLC is a Certified Virginia Small Business Concern, number 725842 for reference. We have attached a copy of our Small, Women-owned, and Minority-owned Business (SWaM) certificate under the "Step 2 - Documents" portion of the submission - "WMBE/MBE/SBE or Related Certificates"	*

50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Presales Engineering Talent Vertosoft's focus on emerging and innovative technologies are supported by experienced technical resources to identify the best overall solution for Sourcewell members. Vertosoft Account Managers are trained presales specialists who focus on specific technology domains such as Cloud Computing, Machine Learning and Artificial Intelligence, Cybersecurity, and Big Data and Analytics. Partnered with dedicated engineering resources from the software supplier, Vertosoft can provide Sourcewell participating entities with important insights about the technology solutions to best meet the member's needs. Quality and Responsiveness Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of quality and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include: - Maintaining product catalogs and price lists on different government contract vehicles. - Error free quoting to the government on behalf of our technology partners. - Efficient purchase order (PO) processing from our government customers. - Efficient PO delivery to our technology partners. - Accurate invoice creation for government customers for solutions delivered by our technology partners. - Payments to our technology partners upon payment from the government. - Customer satisfaction measurement with the overall procurement process experience through Vertosoft. Dedicated Customer Success Management Team Vertosoft will assign a dedicated Customer Success Manager (CSM) team to Sourcewell participating entities. The assigned CSM team will all be US citizens with knowledge of the different software manufacturer's software entitlement systems, license management processes, and technical support systems. Vertosoft provides a dedicated 1-800 number and email address that will connect participating entities directly with the dedicated CSM team. The CSM will be able to provide Sourcewell and participating entities with the following benefits: - Software Entitlement management support - Customized license reporting and usage - Service Desk Management Portal – ability to open and manage service tickets with Vertosoft CSM team - Technical Outreach and Advisory Sessions Vertosoft's CSM team will assist Sourcewell and participating entities with tracking the usage for each product. The CSM team will provide Sourcewell metrics on the calls/emails into the Vertosoft 1-800 and dedicated email address along with open/closed service tickets to help Sourcewell understand the volume and scale of support being requested and provided. Vertosoft will also provide Sourcewell participating entities with access to VertoDesk, which is a software entitlement portal where assigned participating entities can see the list of current software entitlements. Marketing and Training Each of the software suppliers supported by Vertosoft provides complimentary webinars to Sourcewell member agencies to help them better understand different features within the tool, so that agencies can maximize the investment in the technology. Vertosoft also hosts 'Tech-Days' where we bring emerging technology suppliers to our public sector customers where they can engage in technical deep dives, learn about product roadmaps, and get key industry updates and insights. Within the first 14 days post award, Vertosoft will issue a co-branded press release announcing the award and specific details of the contract. This will be combined with targeted social media postings to promote the use of the contract for eligible public sector organizations. Within 30 days of award, Vertosoft will launch a dedicated web site with the Sourcewell standard logo. The website will have a copy of the original request for proposal, a copy of the contract, summary of products being offered, marketing materials, and a link to Sourcewell website. Vertosoft will also include a dedicated toll-free number and email address for Sourcewell participating entities. Within 60 days of award, Vertosoft will execute a dedicated email and contact campaign to notify existing and potential public sector agencies about the contract and provide guidance on how to leverage the contract in the future. Secure Software Supply Chain Executive Order 14028, "Improving the Nation's Cybersecurity" called to establish baseline security standards for development of software. As part of this effort, Vertosoft is working with our suppliers to develop a 'software bill of materials' (SBOM) to help public sector agencies better understand the nested libraries that make up the software components they are using. Minority and Women Business Enterprise (MWBE) and HUB Participation Vertosoft believes that a diverse supplier base is important to our overall success as an organization. This is evident by hundreds of services and resell partners that Vertosoft works with around the country that are either minority, women owned, service-disabled veteran, certified 8(a), or HUB Zone companies. These partners compliant our software supplier's diversity programs and help public sector agencies meet their own goals for diversity. Government Financing and Structured Payment Plans Vertosoft offers extended payment plans and subscription billing for technology purchases to help align structured payments to government program budgets while meeting government guidelines. Vertosoft's deep understanding of the government acquisition process allows us to provide the government with simplified terms and conditions and flexible payment options. We also can provide utility-based pricing and quarterly or monthly subscription billing for cloud-based SaaS software.	*
51	If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?	We are proposing solutions PublicInput, OpenGov, and Ivy.ai to facilitate increased citizen engagement and feedback in public sector processes. They do so with their unique capabilities that you can read more about below: PublicInput provides an all-in-one engagement and communications platform that enables government agencies to actively connect with their communities. The solution includes various tools like public surveys, virtual town halls, social media integration, and data analytics. By facilitating transparent communication and enhancing equitable citizen participation, PublicInput empowers governments to receive actionable insights through real-time feedback and representative reporting. This platform supports effective decision-making and strengthens community trust by creating an inclusive engagement environment. OpenGov's Community Feedback software is specifically designed to enhance public sector processes through the collection and analysis of public feedback. The solution streamlines the process of gathering input via surveys and comment tracking, ensuring transparency and robust citizen engagement. With real-time feedback analysis, OpenGov enables informed decision-making based on community insights, fostering harmonious relationships between governments and citizens by efficiently utilizing public feedback to inform policies and services. Ivy.ai offers an AI-powered platform for Citizen Relationship and Engagement Management, featuring chatbots and virtual assistants that improve communication between governments and citizens. The solution provides automated responses, multi-channel support, and real-time data analytics, facilitating efficient handling of inquiries and enhancing citizen engagement. By streamlining processes, reducing response times, and providing 24/7 support, Ivy.ai promotes stronger community relationships and trust, thereby contributing to increased citizen engagement and feedback in public sector processes.	*

52	How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery?	Our proposed solution, supported by a diverse group of innovative suppliers, robustly supports digital transformation initiatives within the public sector, emphasizing cloud adoption, mobile access, and digital service delivery. UKG (Ultimate Kronos Group): UKG's cloud-based workforce management solutions facilitate seamless cloud adoption, providing scalable and secure HR, payroll, and workforce analytics. Their mobile access capabilities ensure that public sector employees can manage schedules, track time, and access critical HR information from anywhere, enhancing operational efficiency and employee engagement. Diligent: Diligent's governance, risk, and compliance solutions are cloud-based, offering secure, scalable platforms that support public sector needs. Their mobile applications enable government officials to access critical information, manage risks, and ensure compliance on the go, streamlining governance processes and improving transparency. Trintech: Trintech's cloud-based financial close management software supports public sector financial transformation by automating complex financial processes. Their solutions offer mobile access to financial data and workflows, enabling finance teams to collaborate and manage financial operations from anywhere, ensuring accuracy and efficiency. Visual Lease: Visual Lease provides cloud-based lease management solutions that enhance compliance and financial performance for public sector organizations. Their mobile-friendly platform allows users to access lease data and perform management tasks remotely, supporting efficient lease administration and real-time decision-making. OpenGov: OpenGov's cloud-based financial and performance management solutions are designed specifically for the public sector, facilitating efficient cloud adoption. Their mobile-friendly platforms enable government officials to access budget data, performance metrics, and financial reports on the go, enhancing transparency and decision-making capabilities. Cornerstone OnDemand: Cornerstone offers cloud-based learning and talent management solutions that support public sector digital transformation. Their mobile applications allow government employees to access training, performance reviews, and development resources anytime, anywhere, promoting continuous learning and professional growth. Udacity: Udacity provides cloud-based educational platforms that support digital transformation through online learning. Their mobile-accessible courses enable public sector employees to develop new skills and stay updated with the latest technologies, enhancing workforce capabilities and adaptability. Ivy.ai: Ivy.ai's AI-powered chatbot and virtual assistant solutions support digital service delivery by providing instant, automated responses to public inquiries. Their cloud-based, mobile-friendly platforms ensure that citizens can access information and services anytime, improving public engagement and satisfaction. Urban SDK: Urban SDK offers cloud-based data analytics and visualization tools that support smart city initiatives. Their mobile-accessible platform allows city planners and officials to access real-time data on urban environments, facilitating informed decision-making and efficient urban management. Autura: Autura's cloud-based automotive solutions support public sector digital transformation by providing real-time data and analytics on vehicle performance and maintenance. Their mobile-friendly platforms enable efficient fleet management and decision-making from any location. Fluxx Labs: Fluxx Labs' cloud-based grant management software supports public sector digital transformation by streamlining the grant application and management process. Their mobile-accessible platform allows grant managers to track and manage grants on the go, improving efficiency and accountability. Swiftly: Swiftly's cloud-based public transit solutions support digital transformation by providing real-time data and analytics for transit operations. Their mobile applications enable transit agencies to monitor performance, optimize routes, and improve service delivery, enhancing the public transportation experience. Spare Labs: Spare Labs' cloud-based, demand-responsive transportation solutions support public sector mobility initiatives. Their mobile-friendly platform allows users to book and manage rides in real-time, improving accessibility and efficiency in public transportation services. By leveraging the capabilities of these innovative suppliers, our solution robustly supports the public sector's digital transformation initiatives, promoting cloud adoption, mobile access, and enhanced digital service delivery to improve operational efficiency and public engagement.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

53	Do your warranties cover all products, parts, and labor?	Vertosoft is committed to providing comprehensive warranty coverage across the wide variety of suppliers we propose to meet the needs of Sourcewell participating entities. In general, our warranties cover products, parts, and labor, although specific terms and conditions may vary between suppliers. To ensure Sourcewell participating entities have a clear understanding of the warranties they can expect, we have included detailed warranty information from several key suppliers. This will provide a transparent view of the warranty coverage for products, parts, and labor, demonstrating our commitment to quality and customer satisfaction. OpenGov Warranty: General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the subscription start date specified in the Order Form, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Subscription Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services to the Reseller. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. UKG Warranty: Mutual Warranties. Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound. Subscription Services Warranty. UKG warrants that the Subscription Services will substantially conform with the Documentation and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a breach of the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will make commercially reasonable efforts to remedy such breach without additional cost to Customer, provided that if UKG cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Section 7.2.2. Customer agrees to report any nonconformance of the Subscription Services within thirty (30) days of its discovery and provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Subscription Services. Professional, Support, and Training Services Warranty. UKG warrants that the Professional Services, Support Services, and Training Services will be performed by qualified personnel in a good and professional manner. In the event UKG breaches the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will reperform the deficient Professional, Support, or Training Service, at UKG's cost, provided that if UKG cannot substantially remedy such breach, then UKG will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional Services, within thirty (30) days of the completion of the Services. Disclaimer. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE). Due to providing detailed examples in this text section for Warranty, we have not uploaded any attachments within the "Step 2 - Documents" portion of the submission under "Warranty Information." If interested in reading more supplier warranties, please navigate to the zip file entitled "EULAs" within the "Step 2 - Documents" portion of the submission under "Standard Transaction Document Samples."	*
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions or other limitations that adversely affect coverage.	*
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The majority of the proposed solutions are software-based, ensuring that troubleshooting and warranty repairs are conducted remotely. This approach eliminates the need for technicians to travel, thereby avoiding additional expenses for travel time and mileage. Remote troubleshooting offers several advantages, including faster response times, reduced downtime, and increased convenience for Sourcewell participating entities. By leveraging advanced remote support technologies, we can quickly diagnose and resolve issues without the delays associated with scheduling and dispatching on-site technicians. This not only enhances the efficiency of our support services but also aligns with sustainable practices by reducing the carbon footprint associated with travel. Consequently, Sourcewell participating entities benefit from a more responsive and eco-friendly warranty service, ensuring that their operations continue smoothly and without unnecessary interruptions.	*
56	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The proposed solutions are software-based, allowing us to provide comprehensive support and warranty repairs remotely, without the need for certified technicians to travel to specific geographic locations. This approach ensures that all Sourcewell participating entities, regardless of their location within the United States or Canada, receive timely and effective service for warranty repairs.	*
57	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In general, each supplier included in our proposal will provide warranties for their respective software solutions. This warranty coverage extends even if the software solution incorporates third-party or open-source software components. Each supplier is responsible for the warranty service of their products, ensuring that Sourcewell participating entities receive consistent and reliable support directly from the source of the solution. This approach allows for specialized expertise and ensures that any warranty issues are addressed efficiently by the original manufacturers who are best equipped to handle their specific products. By relying on each supplier to manage their warranties, we ensure that all components of our proposed solutions are covered under appropriate and effective warranty terms.	*

58	What are your proposed exchange and return programs and policies?	The exchange and return programs and policies vary from supplier to supplier. To provide Sourcewell with a clear understanding of what to expect, we have highlighted the diverse policies of a few key suppliers, illustrating the variations across the proposed solutions. UKG (Ultimate Kronos Group): In the event of termination, UKG's policy ensures that all fees are paid by the customer for services rendered through the effective date of termination. If the termination is due to UKG's breach of the agreement, any prepaid fees for services not rendered before the termination date will be credited back to the customer's account, with any remaining amounts refunded within thirty days. This approach ensures financial fairness and transparency, providing peace of mind to customers regarding their investments in UKG's solutions. OpenGov: OpenGov's exchange and return policies are outlined in their subscription terms. The agreement commences upon execution and continues until the end date specified on the order form, with provisions for renewal and termination. If either party materially breaches the agreement and fails to cure the breach within thirty days of written notice, the non-breaching party may terminate the agreement. Upon termination, customers are required to pay in full for all services rendered up to the termination date, and OpenGov will cease providing services. This structured approach ensures that both parties are protected and that services are delivered effectively up to the termination point. BlackLine: BlackLine's policy includes a refund or payment on termination clause. If the customer terminates the agreement pursuant to the specified terms, BlackLine will issue a prorated refund for any payment corresponding to the period after the effective termination date. Conversely, if BlackLine terminates the agreement, the customer must pay any unpaid fees covering the remainder of the current term. This policy guarantees that customers are only billed for the services they receive, ensuring a fair and equitable financial arrangement.	*
59	Describe any service contract options for the items included in your proposal.	Vertosoft provides comprehensive service contract options to support the solutions proposed. We include a range of implementation, training, and support services to ensure successful deployment and ongoing operation of our solutions. Implementation Services: -Project Kick-off & Oversight: Initial meetings to introduce the project team, develop a high-level project plan, and establish regular status updates. -Configuration & Integration: Custom setup and integration of solutions tailored to specific organizational needs, including data migration and system configuration. -Prototyping & Validation: Creation of solution prototypes using customer data to validate processes and outcomes, with iterative refinement sessions. Training Services: -Onboarding & Enablement Training: Remote and on-site training options are available, providing hands-on experience with the solutions. Training sessions cover system navigation, user access administration, and utilization of platform features. -Specialized Training Programs: Tailored training programs for different user groups, including administrators and end-users, ensuring all staff are proficient in using the solutions. Support Services: -24/7 Customer Support: Continuous support for high-priority issues, with prioritized response times based on issue severity. Medium and low-priority issues are addressed during business hours. -Technical Escalation & Remote Support: Access to technical experts for complex issue resolution, including remote support capabilities for real-time assistance. -Ongoing Maintenance & Updates: Regular updates and maintenance to keep the systems current and functioning optimally. Includes monitoring and management of system performance and security. Additional Support Options: -Success Manager: Dedicated resource to provide best practices guidance and ensure optimal use of the solutions. -Feature Review & Activation Assistance: Support for reviewing and activating new features as they become available, along with industry best practices reviews and configuration optimization. These service contract options are designed to provide robust support throughout the lifecycle of the solutions, from initial deployment to ongoing management, ensuring Sourcewell participating entities maximize the value of its investment in our solutions. Examples of service options and SOWs have been provided “Step 2 - Documents” portion of the submission under “Upload Additional Documentation.” A folder entitled "Services Information" provides in depth details as well as past examples on what could be expected of a project including services.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

60	Describe any performance standards or guarantees that apply to your services	Vertosoft collaborates with a wide array of software suppliers, each bringing their unique performance standards and guarantees to the table. While specifics may vary depending on the supplier, the following are general aspects that are commonly addressed: Service Availability: Many of our suppliers aim for high service availability, striving to ensure their platforms are accessible and functional during key operational hours. This commitment is subject to variations based on the individual supplier's capabilities and service model. Software Quality Assurance: Several of our suppliers adhere to rigorous quality testing protocols, ensuring that their software meets industry standards for reliability and functionality. This may include regular updates and security patches. Timely Delivery: Suppliers generally commit to delivering software products in a timely manner. The exact timelines and delivery mechanisms can vary, depending on the nature of the software and the distribution channels used. Technical Support and Maintenance: Support and maintenance services are often provided, with the scope and responsiveness varying by supplier. This can range from basic troubleshooting to comprehensive technical assistance and regular maintenance. Compliance and Security: Most suppliers ensure that their software and services comply with relevant industry norms, legal standards, and security protocols, though the specifics of these compliance measures can differ. Customization and Integration Support: Depending on the supplier, there may be options for customization and integration support to align the software with specific business needs and systems. Performance Metrics: Some suppliers may offer transparency through performance metrics reporting, such as uptime statistics and customer support response times, though the level of detail and frequency of such reporting can vary. Continuous Improvement: Many suppliers engage in continuous improvement efforts based on client feedback and industry developments, aiming to enhance service quality and client experience over time. It is important to note that the specific performance standards and guarantees are subject to the individual terms and policies of each software supplier in Vertosoft's network. As such, we recommend reviewing the detailed terms and conditions provided by each supplier for precise information.	*
61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Each supplier provides different levels of SLAs and guarantees, and the following examples illustrate the type of service standards available. Visual Lease Service Standards: Visual Lease ensures high service standards for its customers, as outlined in their Service Level Agreement (SLA). They commit to a monthly uptime of 99.0% for their production environments, excluding planned maintenance periods. Scheduled maintenance is communicated in advance, typically taking place during non-business hours. In the event that Visual Lease does not meet the uptime commitment, they offer service credits based on the percentage of monthly uptime achieved. Visual Lease categorizes technical issues into four severity levels, each with specific response and resolution time targets. For instance, critical issues (Severity 1) should receive a response within one hour during support hours, and a resolution is aimed within one calendar day. Visual Lease provides disaster recovery capabilities with defined objectives for backup retention, business continuity, recovery point, and recovery time, ensuring the availability and integrity of customer data. UKG Service Standards: UKG provides robust support and service standards through their various support plans, including Gold, Platinum, and Platinum Plus. They offer priority-based support, ensuring customers with the most critical issues are serviced first. High priority issues receive a response within 30 minutes or immediately via rapid response, while medium and low priority issues have response times of one hour and two hours, respectively. UKG's support is available 24/7/365 for high-priority issues, with business hours support for other issues. UKG's support services include technical escalation, management escalation, and remote support through web-based screen-sharing tools. They also offer access to the UKG Community for how-to articles, discussion boards, and case management. UKG's SLAs ensure continuous effort on high-priority events, leveraging a team-based approach to resolve issues swiftly and efficiently. They provide detailed documentation, knowledgebase access, and regular service releases to keep their software up-to-date and functioning optimally. We have uploaded the two example documents within the "Step 2 - Documents" portion of the submission - "Upload Additional Documentation" The folder entitled "SLAs" includes the mentioned Visual Lease SLA and UKG SLA.	*
62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	Our suppliers prioritize the protection and integrity of customer data, employing robust strategies for data backup, recovery, and secure storage. While each supplier may approach these aspects differently, the following examples illustrate the comprehensive measures in place to safeguard customer information. Cornerstone OnDemand: Cornerstone's customer environments and disaster recovery capabilities are hosted in AWS regions and colocation data centers in the U.S., with plans to migrate production environments fully to AWS. The production sites are in US-West-1 (N. California) and US-West-2 (Oregon), with disaster recovery sites in US-West-2 and US-East-1 (N. Virginia). AWS was selected for its high service availability and strong data protection controls, ensuring that all connectivity and security measures are maintained. Additionally, Cornerstone uses Equinix colocation data centers in El Segundo, CA, and Ashburn, VA, with strict access controls, including biometric hand scanners and restricted entry to authorized personnel only. Furthermore, Cornerstone leverages Google Cloud Platform (GCP) for its machine learning platform and content-related microservices, ensuring secure connectivity and data protection using redundant IPSec tunnels and Palo Alto firewalls. Cornerstone adheres to several compliance certifications, including SSAE18 SOC 1 & SOC 2, ISAE 3402 Type II, ISO/IEC 27001:2013, ISO/IEC 27018:2014, and ISO/IEC 27701:2019. OpenGov: OpenGov employs infrastructure provided by AWS, utilizing services such as EC2 and RDS with security best practices recommended by AWS. OpenGov's security infrastructure includes AES 256 encryption for data at rest and TLS 1.2 encryption for data in transit. Additional protection is provided by Cloudflare, acting as a web application firewall. OpenGov uses a multi-AZ deployment strategy for enhanced availability and durability, capturing regular backups and snapshots stored in regional data centers. This approach ensures data replication in real-time across AWS and Azure availability zones, minimizing data loss to one minute in the event of a fault. OpenGov has also passed SOC 2 audits, with the latest SOC 2 Type 2 report available upon request. Visual Lease: Visual Lease hosts its application on AWS, employing a network architecture that places web servers in a public subnet and database servers in a private subnet, accessible only from approved sources. Data at rest is protected with AES-256 bit encryption, and data in transit is secured with SSL (TLS 1.2) encryption and SSH (SFTP) for managed file transfers. Visual Lease leverages AWS Backup, a fully managed backup service, ensuring data integrity and protection.	*

63	What are your policies and governance features regarding large language models and generative AI?	Vertosoft implements a robust governance framework to ensure the responsible use of generative AI within our solutions. Our approach includes several key components to align with industry best practices. We adhere to ethical AI principles to ensure responsible use, avoid biases, and respect user privacy and data security. We maintain transparency by clearly communicating how AI technologies are used, including the types of data processed and the purposes of AI-generated outputs, ensuring users are informed and can provide informed consent. Our data privacy and security measures comply with regulations such as GDPR and CCPA, and we implement encryption and other security measures to protect sensitive data used in AI models. Regular audits and updates to our AI models help identify and mitigate biases, ensuring fair outcomes for all users. We ensure human oversight by reviewing AI-generated outputs, especially in critical decision-making processes, to prevent potential errors or unintended consequences. We establish clear accountability mechanisms for AI deployment, defining roles and responsibilities for managing and overseeing AI systems. Vertosoft also aims for relevant certifications and conducts regular compliance checks to ensure our AI systems meet industry standards and regulatory requirements. Continuous improvement efforts are made through ongoing research and development to enhance the accuracy, efficiency, and ethical considerations of our AI technologies. By adopting these best practices, Vertosoft ensures that our use of generative AI aligns with industry standards for ethical and responsible AI deployment, providing innovative solutions while maintaining high standards of trust and integrity. For more specific information, our detailed policies and practices regarding generative AI are available upon request.	*
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	Vertosoft and our suppliers are committed to ensuring that software solutions are accessible to all users, including those with disabilities, in compliance with established accessibility standards such as the Web Content Accessibility Guidelines (WCAG) and Section 508 of the Rehabilitation Act. Our suppliers, including OpenGov, Thirdline, and PublicInput, prioritize accessibility and have developed Voluntary Product Accessibility Templates (VPATs) to demonstrate their compliance with these standards. OpenGov: OpenGov's software is designed with accessibility in mind, ensuring that all users, including those with disabilities, can effectively use their solutions. OpenGov adheres to WCAG 2.1 and Section 508 standards, providing a VPAT that details their compliance. Their platform includes features such as keyboard navigation, screen reader compatibility, and high-contrast modes to accommodate users with various disabilities. OpenGov regularly updates their accessibility features based on user feedback and advances in accessibility technology to ensure an inclusive user experience. Thirdline: Thirdline is dedicated to making their software accessible to everyone. They follow WCAG and Section 508 guidelines and provide a comprehensive VPAT to outline their compliance. Thirdline's software includes customizable interface settings, alternative text for images, and support for assistive technologies like screen readers and voice recognition software. They continuously assess and enhance their accessibility features to ensure all users can navigate and utilize their solutions effectively. PublicInput: PublicInput ensures their platform is accessible to all users, including those with disabilities, by adhering to WCAG 2.1 and Section 508 standards. They offer a detailed VPAT to demonstrate their commitment to accessibility compliance. PublicInput's software includes features such as text-to-speech capabilities, keyboard shortcuts, and adjustable text sizes. They engage with accessibility experts and users to regularly review and improve their platform, ensuring it meets the highest accessibility standards.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
65	Describe your payment terms and accepted payment methods.	Vertosoft accepts Net 30 payment terms as is what is commonly seen/offered among State and Local Government entities. Our accepted payment methods are via ACH, check, and credit card.	*
66	Describe any leasing or financing options available for use by educational or governmental entities.	Vertosoft offers extended payment plans and subscription billing for technology purchases to help align structured payments to government program budgets while meeting government guidelines. Vertosoft's deep understanding of the government acquisition process allows us to provide the government with simplified terms and conditions, and flexible payment options. We also can provide utility-based pricing and quarterly or monthly subscription billing for cloud-based SaaS software.	*
67	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached the End User License Agreements (EULAs) or applicable terms & conditions document for the software suppliers we are proposing as part of this submission. End User License Agreements/terms documents can be found in the "Step 2 - Documents" portion of the submission under "Standard Transaction Document Samples." A zip folder titled "EULAs" has been uploaded accordingly.	*
68	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we do accept the e P-card procurement and payment process for any orders less than $50,000. There is a 3% processing fee associated with these transactions.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
69	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the number of suppliers we are proposing and thus the large number of parts this brings, Vertosoft is providing a percentage discount off our catalog. The % discount will be off the named supplier/OEM MSRP. This approach will make it simplistic for Sourcewell participating entities to calculate the cost of any given part using the formula: Sourcewell price = MSRP – (MSRP * % discount). For example, if the supplier discount is 10%, and the MSRP is $100, the cost to the Sourcewell participating entity would be $90.00, shown as: $100 – (100*0.10) = $90.00. We have provided an Excel Spreadsheet titled “Sourcewell pricing” that contains detailed pricing information in the “Step 2 - Documents” section of the submission under “Pricing."	*
70	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated in our answer to Question #69, Vertosoft is proposing a large number of suppliers as a part of our submission and therefore a one size fits all approach regarding a pricing discount is not feasible. In the “Sourcewell pricing” Excel file (previously referenced as submitted in “Step 2 - Documents” section of the submission under “Pricing”) we have different percentage discounts listed that are dependent upon the supplier. The discount range is anywhere from 1-50% off MSRP.	*
71	Describe any quantity or volume discounts or rebate programs that you offer.	There are no quantity or volume discounts or rebate programs available from the proposed software suppliers. Our discounts provided off of MSRP are designed to be competitive without the need for such programs. In most cases this is negotiated on a deal-by-deal basis, as needed.	*
72	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	For any requests or items that are considered “open market,” Vertosoft will provide a quote that is labeled as such.	*
73	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no elements regarding the total cost of acquisition that are not included in our response.	*
74	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are typically no additional costs such as freight, delivery, or shipping associated with our transactions as all of our products are non-tangible (i.e. software licenses)	*
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We do not have any specific freight, shipping, delivery terms and/or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	*
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not have any unique distribution or delivery methods associated with our transactions. We do, however, have the ability to work through our software suppliers to provide license Proof of Entitlement or Proof of Delivery (PoE/PoD) upon transaction completion. This ensures Sourcewell participating entities buying products through Vertosoft benefit from an additional layer of security - guaranteeing transparency, accountability, and confidence in receiving the intended products and services.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Vertosoft is committed to providing the highest quality of service to Sourcewell through this contract. To facilitate this high level of service, Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of excellence and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include: - Maintaining product catalogs and price lists on different government contract vehicles. - Error free quoting to the government on behalf of our technology partners. - Efficient Purchase Order (PO) processing from our public sector customers. - Efficient PO delivery to our technology partners. Accurate invoice creation for public sector customers for solutions delivered by our technology partners. - Customer satisfaction measurement with the overall procurement process experience through Vertosoft. - Accurate and timely fee remittance. Due to the number of other contracts we hold and currently report monthly and/or quarterly on, Vertosoft has established a tailored, streamlined process for contract reporting. Therefore, we are confident that we can successfully deliver quarterly reports to Sourcewell within 45 days following the end of each quarter, meeting all the required fields specified in the contract template. Oracle NetSuite, the ERP (Enterprise Resource Planning) tool used by Vertosoft currently generates monthly reports on all invoiced transactions, already including the relevant fields from the Sourcewell contract template, such as entity name, address, contact details, price, date, etc. Typically received in the first week of the month, our Contracts team reviews the transactions within the report and transposes them into the specified contracting template or portal to issue successful fee payments. The administrative fee is also inputted at the Sourcewell account level and will auto-apply to all Sourcewell transactions in the report, ensuring the proper fee is always remitted. We ensure Sourcewell participating entities receive the proper pricing through our quoting system, CPQ by Salesforce. This will have Sourcewell contract pricing pre-loaded upon contract execution to eliminate manual processes and potential human error.	*
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Vertosoft will employ a Quality Assurance Surveillance Plan (QASP) to benchmark, measure, and improve the effectiveness of our business and technical operations that support the contract. The QASP will be administered and controlled by a separate Quality Assurance Manager to independently monitor and evaluate business and technical activities each quarter. Results and any changes from quarterly evaluations will be shared with Sourcewell. Vertosoft has tailored a QASP for relevant functions to include responsiveness to the Public Sector and Education Administration Software Solutions RFP, timeliness for order processing and delivery, and accuracy and timeliness of contract deliverable requirements. Metric: Administrative Fee Surveillance Method: Inspection Performance Standard: Acceptable performance is met by timely submission and accuracy of reports and remittance of payments. Quality Level: 100% Reporting Methods: Quarterly reporting to Sourcewell Metric: Quarterly Sales Reporting Surveillance Method: Inspection Performance Standard: Acceptable performance is met by timeliness and accuracy of the report Quality Level: 100% Reporting Methods: Quarterly reporting to Sourcewell Metric: Quote Accuracy Surveillance Method: Inspection Performance Standard: All quotes issued to Sourcewell participating entities utilize the correct contract pricing. This is made possible through our quoting system, CPQ by Salesforce, that has contract pricing pre-loaded to eliminate manual processes and potential human error. Quality Level: 100% Reporting Methods: Quarterly reporting to Sourcewell	*
80	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Vertosoft LLC proposes a 1.25% administrative fee. This fee will keep the contract competitive against Vertosoft's other contract offerings and accelerate the internal adoption of the contract, all whilst ensuring we have the necessary mechanisms in place to provide superior value to Sourcewell's participating entities.	*

Table 14: Depth and Breadth of Offered Equipment Products and Services

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in **Category 5** in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *	
81	Category 1: Core Administrative Systems	(•) Yes ( ) No	*
82	Category 2: Education and Public Sector Information and Work Management	(•) Yes ( ) No	*
83	Category 3: Asset and Risk Management	( ) Yes (•) No	*
84	Category 4: Public Engagement and Specialized Services	(•) Yes ( ) No	*
85	Category 5: Integrated Enterprise Solutions	( ) Yes (•) No	*

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
86	Human Resources Software	◉ Yes ○ No	Vertosoft is proposing UKG (Ultimate Kronos Group) for this category, Human Resources Software. UKG, or Ultimate Kronos Group (formerly known as Kronos) is a leading provider of HR, payroll, and workforce management solutions. UKG Ready and UKG Pro are the two HR offerings we are proposing for this category, which constitute the Human Capital Management (HCM) offering of UKG. UKG Ready is ideal for small to mid-sized organizations, while UKG Pro is ideal for large organizations. UKG's HR solutions are designed to help entities manage their human capital effectively. Features of the platform include centralized data management, flexible workflows, advanced reporting and analytics, employee self-service, and compliance tools. UKG solutions streamline administrative tasks, facilitate data-driven decision-making, and empower employees with self-service options. These tools help improve efficiency, ensure compliance, and foster a positive workplace culture, ultimately driving greater outcomes.	*
87	Financial Performance, Spend, or Expense Management Software	◉ Yes ○ No	Vertosoft is proposing Diligent, Trintech, Visual Lease, ThirdLine, and FloQast for this category, Financial Performance, Spend, or Expense Management Software. Diligent is a leading GRC (Governance, Risk, and Compliance) SaaS company that gives organizations the tools and solutions they need to bring clarity to complex risk, elevate impactful insights and get ahead of a world that is constantly changing. Diligent currently empowers more than 1 million users and 700,000 board members and leaders. Diligent's Audit Management solution for government and education streamlines the audit process with automated workflows, advanced analytics, and real-time data integration. It ensures compliance, continuous control monitoring, and effective management of audit workpapers. Trintech Inc. is a leading global provider of cloud-based, integrated reconciliation and financial close solutions for Finance & Accounting departments. From high volume transaction matching, to automating and managing balance sheet reconciliations, intercompany accounting, journal entries, close management tasks, to governance, risk and compliance – Trintech's portfolio of financial solutions, including its Cadency® Platform (for large enterprises) and Adra® Suite (for mid-market organizations), help manage all aspects of the reconciliation and financial close processes. Visual Lease is the #1 lease optimization software provider. Visual Lease help organizations become compliant with FASB, IFRS and GASB lease accounting standards, while simultaneously improving the financial, legal and operational performance of their leases. The easy-to-use SaaS platform is embedded with more than three decades of best practices from major corporations and leading industry professionals. Visual Lease's award-winning solutions are used by 80+ organizations to manage 500,000+ real estate, equipment and other leased assets. Committed to ongoing innovation and unparalleled customer service, Visual Lease helps organizations transform their lease compliance requirements into financial opportunities. ThirdLine's financial analytics software for government and education offers deployable analytics within a week, providing real-time risk assessments, monitoring of ARPA/SLFRF funds, and cost-control planning. Designed by accountants, it addresses common challenges such as resource constraints, talent retention, and pandemic-related disruptions with a low-cost, no-code platform that enhances fraud detection and financial oversight. FloQast is the leading provider of accounting workflow automation created by accountants for accountants. FloQast enables customers to streamline processes such as automated reconciliations, documentation requests, and other workflows that impact the month-end close, financial reporting, and payroll.	*
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	◉ Yes ○ No	Vertosoft is proposing Blackline and InvoiceCloud for this category, Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions. Blackline's cloud-based financial operations management and market-leading customer service help companies move to modern accounting by unifying their data and processes, automating repetitive work, and driving accountability through visibility. Blackline provides solutions to manage and automate financial close, accounts receivable and intercompany accounting processes, helping large enterprises and midsize companies across all industries do accounting work better, faster, and with more control. InvoiceCloud provides a complete, simple, and secure electronic bill presentment and payment solution. The SaaS platform provides flexible and always up to date online payment solutions that can be configured to meet the unique needs of your organization. InvoiceCloud's simple to use interface engages customers throughout the payment process to deliver your highest ever e-payment adoption rates.	*
89	Procure-to-Pay and Contract Management Systems	◉ Yes ○ No	Vertosoft is proposing OpenGov for this category, Procure-to-Pay and Contract Management Systems. OpenGov's Procurement software is a comprehensive, collaborative procurement suite designed for government agencies to streamline their entire procurement lifecycle. Trusted by over 1,600 agencies, the platform enhances supplier engagement and evaluation speed, supports compliance, and centralizes contract management. These features work to expedite processes by up to 75%, all while offering compliant solicitation development. Users experience increased efficiency, reduced stress, and higher vendor participation. Additionally, OpenGov provides dedicated support with account managers, training, and live assistance. OpenGov Procurement capabilities: - Develop Solicitations - Engage Suppliers - Evaluate and Award - Manage Contracts	*

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B.

1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
90	Student Information System (SIS)	◉ Yes ○ No	Vertosoft is proposing Red Rover and UKG (Ultimate Kronos Group) for this category, Student Information System (SIS). Red Rover has been built from the customer-first perspective, delivering on the features that education professionals yearn for – an easy-to-use, adaptive, and delightful experience that grows with any school district, flexible and customizable to what educators tell us they need. With Red Rover, administrators can assess staffing needs, teachers/other full-time staff can declare time off, and substitutes can connect with openings tailored to their skill sets. Although our service is rooted in technology, our people are our most valued asset. Our culture of trust and transparency allows us to adapt to evolving client needs more effectively and helps create meaningful, enduring relationships. UKG's, or Ultimate Kronos Groups (formerly known as Kronos) K-12 solutions streamline workforce management for school districts, providing tools for timekeeping, scheduling, talent management, and compliance. By optimizing resources and enhancing employee experiences, UKG helps districts focus more on student success. The platform reduces compliance risks and supports efficient HR processes, making it easier for schools to manage their staff and improve operational efficiency.	*
91	Learning Management System (LMS)	◉ Yes ○ No	Vertosoft is proposing Cornerstone OnDemand, Schoox, and Udacity for this category, Learning Management System (LMS). Cornerstone OnDemand's Learning Management System (LMS) enhances employee training and development with personalized learning paths, content libraries, and robust analytics. The platform supports compliance, skill development, and performance management, helping organizations to effectively upskill their workforce. Cornerstone's LMS provides tools for creating, managing, and tracking learning programs, ensuring employees have access to both relevant and engaging content. Schoox's Learning Management System (LMS) offers a flexible and intuitive platform for employee training and development. The LMS features social personalized learning paths, comprehensive analytics, and social collaboration tools to track progress and measure effectiveness. The LMS supports various content formats and integrates with other HR systems to streamline administrative tasks and enhance the user learning experience. Udacity is a global, online training platform powering digital transformation and accelerated time-to-market initiatives for Public Sector, Fortune 500 and Global 2000 enterprises. Udacity programs provide industry-created practitioner skills through a series of "Nanodegree" programs consisting of online courses and real-world projects in artificial intelligence, machine learning, data science, autonomous systems, and cloud computing among other disciplines. In partnership with Udacity's experts, they will co-design a tailored transformation journey to solve acute workforce challenges to deliver next-level results.	*
92	Work Management Software	◉ Yes ○ No	Vertosoft is proposing Wrike and Ivy.ai, and for this category, Work Management Software. Wrike offers a versatile work management platform designed to streamline project planning, collaboration, and execution. It features customizable workflows, real-time collaboration tools, and robust reporting capabilities to enhance productivity and transparency. Wrike integrates with various applications, empowering your teams to do their best work with 360° visibility. Wrike is suitable for handling complex projects and enhancing team productivity, as it offers a unified platform for information and communication that enables teams to remain aligned and work in real time. Ivy.ai is an innovative technology company specializing in AI-powered chatbots and omnichannel communication platforms, designed to enhance customer support. Ivy.ai has made significant strides in leveraging AI to provide accurate, 24/7/365 assistance across various sectors, including government, education, and healthcare. The company's solutions are distinguished by their ability to seamlessly integrate with an organization's existing knowledge sources, ensuring up-to-date and consistent information delivery. With a focus on ease of deployment and maintenance, Ivy.ai's chatbots are built quickly and require no coding for upkeep, thanks to their industry-leading crawler technology and unique shared brain structure. This approach ensures a unified user experience across all communication channels, underlining Ivy.ai's commitment to driving efficiency and improving engagement through cutting-edge AI technology. Leveraging Ivy.ai, many public sector entities have seen material results, either by saving thousands of dollars, or by having call/agent volume reduced by significant percentages.	*

93	Enterprise Content Management/Records Management	(•) Yes ( ) No	Vertosoft is proposing IBM and Quadient for this category, Enterprise Content Management/Records Management. IBM ranks among the world's largest information technology companies, providing a wide spectrum of software, services, and hardware offerings. Vertosoft is proud to be an IBM Gold Partner and authorized to sell IBM's entire portfolio of software. IBM creates value for clients by providing integrated solutions and products that leverage data, information technology, deep expertise in industries and business processes, trust and security, and a broad ecosystem of partners and alliances. IBM solutions provide clients with new capabilities that change their businesses and allow them to connect with their customers and employees in different ways. These solutions use a leading portfolio of enterprise systems and software, consulting and IT implementation services, cloud, digital, and cognitive offerings, which are all supported by one of the world's leading research organizations. Quadient is the driving force behind the world's most meaningful customer experiences. By focusing on three key solution areas, Intelligent Communication Automation, Parcel Locker Solutions and Mail-Related Solutions, Quadient helps simplify the connection between people and what matters. Quadient's records management solution offers comprehensive document digitization to enhance efficiency and compliance. It features automated workflows, secure storage, and easy retrieval of records, ensuring accuracy and accessibility. The platform supports regulatory compliance, reduces manual processes, and integrates with existing systems for seamless operations.	*
94	Enrollment Management Systems	(•) Yes ( ) No	Vertosoft is proposing Red Rover and UKG (Ultimate Kronos Group) for this category, Enrollment Management Systems. UKG, or Ultimate Kronos Group (formerly known as Kronos) Ready Benefits offers a comprehensive enrollment management system designed to streamline benefits administration for organizations. It features intuitive self-service enrollment, automated eligibility tracking, and real-time analytics to enhance employee engagement and simplify benefits management. The platform ensures compliance, reduces administrative burden, and provides a seamless experience for both HR teams and employees. Red Rover's enrollment management system is tailored for K-12 schools, focusing on efficient substitute management and attendance tracking. The platform streamlines the hiring and onboarding process, ensures compliance with state regulations, and provides real-time analytics. Its goal is to enhance operational efficiency and improve substitute teacher experiences, ensuring that schools maintain seamless operations.	*

Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

☑ We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
95	Computerized Maintenance Management System (CMMS)	( ) Yes ( ) No		*
96	Facility Management Software	( ) Yes ( ) No		*
97	Energy Management Software	( ) Yes ( ) No		*
98	Insurance and Risk Management	( ) Yes ( ) No		*
99	Environmental, Health, and Safety (EHS) management	( ) Yes ( ) No		*

Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
100	Court, Corrections, and Justice System	(•) Yes ( ) No	Vertosoft is proposing Soma Global for this category, Court, Corrections, and Justice System. SOMA Global has been a leading provider of cloud-native critical-response public safety software solutions since 2017. SOMA's team of public safety veterans and mission-driven developers are focused on enabling agency partners to focus on what matters most, fulfilling their mission in the communities they serve. Through world-class customer service in combination with SOMA Telos™ and SOMA Global's modern-cloud software solutions, operations are a unified ecosystem of pre-built applications, workflows, automations and data interoperability that can be rapidly configured based on the specific needs of your agency and community.	*

101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	(•) Yes ( ) No	Vertosoft is proposing OpenGov, Autura, Fluxx Labs, Urban SDK, Swiftly, Spare Labs, and Transit App for this category, Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions. OpenGov offers comprehensive solutions for Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management. The Permitting and Licensing solution streamlines application processes, enhances transparency, and reduces approval times through a user-friendly interface and automation features. It supports efficient workflows for permits, licenses, and inspections. The Tax and Revenue solution improves tax administration with real-time data access, automated workflows, and robust reporting capabilities. It ensures compliance, enhances revenue collection, and provides detailed insights for informed decision-making. Autura (previously known as AutoReturn) is an innovative towing ecosystem that not only ensures swift and efficient vehicle recovery, but also keeps more tow operators on the road and more law enforcement protecting the community. Using a state-of-the-art SaaS platform combined with towing industry expertise, Autura has disrupted outdated, analog systems and transformed the towing industry into a seamlessly integrated ecosystem that benefits law enforcement agencies, tow operators, and vehicle owners. This system optimizes resource use, improves road safety, and reduces secondary crashes, saving time for officers and dispatchers. Autura significantly enhances community safety by promptly removing dangerous, illegally parked, or abandoned vehicles from the streets. Fluxx Labs' (dba Fluxx) cloud-based grant management software helps government agencies manage their data in one place, reduce the time to respond and collaborate with grantees and team members, and connect your systems to a single source of the truth. Fluxx supports your end-to-end grantmaking operations: from Notices of Funding Opportunities to Pre-award application intake and review to post-award payments and reporting requirements — and all in one intuitive and integrated platform. Its modern solution helps reduce complexity for Grantors, ease administrative burden on grantees, improve visibility into the grants process and mitigate compliance risk through robust audit trails. With a centralized data-driven platform, all information is connected in a single solution for grants management. Urban SDK is the nation's leading Traffic Calming software. It provides Traffic Speed, Volume, and Delay metrics for ALL local roads in your municipality, displayed on dynamic maps. Urban SDK works with 100+ Public Works Departments to aid with: traffic calming measures, pre and post-implementation studies, safety analysis, fielding public complaints, and reporting to council. Swiftly is a single platform to unify your public transit data. Swiftly's products combine to form a single, powerful platform that centers your transit agency on the industry's most accurate data, thereby improving service reliability and operational efficiency for municipalities. Swiftly's cloud infrastructure and subscription model simplify how agencies build their transit data stack. It provides real-time data for vehicle locations, optimizing operations and planning. Swiftly improves passenger information reliability, boosts operational efficiency, and integrates seamlessly with existing systems. Spare Labs is on a mission to help accelerate the global shift to autonomous vehicles by enabling anyone to create and manage a smart transportation network in seconds. With Spare Platform, Spare's core product, anyone can plan, launch, operate, and analyze a smart transportation network, all from one place. Spare's platform supports ADA paratransit and micro transit services, enhancing access and operational efficiency. Spare's technology automates workflows, reduces costs, and improves rider experiences with real-time data and flexible service options. The platform integrates with local fleets and ensures compliance, making it an ideal choice for municipalities seeking to optimize transit services. Transit is the public transit app that makes life better without a car in more than 300 cities worldwide. Millions of public transit riders rely on its accurate real-time updates, intuitive step-by-step navigation, and helpful crowdsourcing features. It provides real-time departure information, trip planning, and seamless integration with various transit modes including bikeshare, scooters, and ride hail services. Transit collaborates with transit agencies to improve urban mobility, making it easier for municipalities to manage and optimize their transportation services.	*
102	Parks and Recreation Software	(•) Yes ( ) No	Vertosoft is proposing OpenGov for this category, Parks and Recreation Software. OpenGov's Parks and Recreation Software offers a robust platform for managing park assets, financials, and community engagement. It streamlines operations with key features such as online reservations and payments, maintenance tracking, activity registration, facility scheduling, and comprehensive financial reporting. The software supports efficient operations and enhances transparency with real-time data access and automated workflows. It also facilitates better community interaction through intuitive, user-friendly portals, making it easier for citizens to access park services and amenities.	*

103	Citizen Relationship/Engagement Management	◉ Yes ○ No	Vertosoft is proposing PublicInput, OpenGov, and Ivy.ai for this category, Citizen Relationship/Engagement Management. PublicInput provides an all-in-one engagement and communications platform, enabling governments agencies to connect with the communities they serve. The solution includes tools for public surveys, virtual town halls, social media integration, and data analytics. It facilitates transparent communication, enhances equitable citizen participation, and provides actionable insights through real-time feedback and representative reporting. PublicInput supports effective decision-making and strengthens community trust by creating an inclusive engagement environment. OpenGov's Community Feedback software is designed to collect and analyze public feedback. The solution streamlines the process of gathering and analyzing public input through surveys and comment tracking. It enhances transparency and citizen engagement by providing real-time feedback analysis, enabling informed decision-making based on community insights. This platform fosters harmonious relationships between governments and their citizens by ensuring that public feedback is efficiently collected and utilized to inform policies and services. Ivy.ai offers an AI-powered platform for Citizen Relationship and Engagement Management, providing chatbots and virtual assistants that enhance communication between governments and citizens. The solution features automated responses, multi-channel support, and real-time data analytics, enabling efficient handling of inquiries and improved citizen engagement. Ivy.ai helps streamline processes, reduce response times, and provide 24/7 support, thereby promoting stronger community relationships and trust.	*

Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

☑ We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	○ Yes ○ No		*

Table 20: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A detailed description of the solutions we are proposing have been incorporated into the subcategories we are responding to as follows: - Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services - Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services - Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services	*
106	Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories	UKG (Ultimate Kronos Group) offers timeclocks that integrate seamlessly with their Human Capital Management offering, providing robust functionalities for workforce management.	*
107	Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support	Vertosoft offers a comprehensive range of services to support the solutions described in the categories we are responding to, categories 1, 2, and 4. Our service offerings are designed to ensure successful deployment, seamless integration, and ongoing operation of the proposed solutions. These services include but are not limited to: Implementation Services: - Project Kick-off & Oversight - Configuration - Integration Training Services: - Onboarding - Enablement Training - Specialized Training Program Support Services: - Remote Support - Ongoing Maintenance & Updates Additional Services: - Cloud Migration - Modernization - Customization - Installation - Data Services - Record-Keeping & Reporting - Auditing & Compliance - Security	*

Table 21: Exceptions to Terms, Conditions, or Specifications Form

Line Item 108. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Vertosoft LLC Pricing - Sourcewell 060624.xlsx - Wednesday June 19, 2024 15:28:50
- Financial Strength and Stability - 2023 Financial Statement_Vertosoft.pdf - Tuesday June 18, 2024 12:06:19
- Marketing Plan/Samples - Vertosoft Sourcewell Marketing Plan.pdf - Tuesday June 18, 2024 13:04:17
- WMBE/MBE/SBE or Related Certificates - VA small business certification.pdf - Wednesday May 22, 2024 10:41:45
- Warranty Information (optional)
- Standard Transaction Document Samples - EULAs.zip - Wednesday June 19, 2024 08:22:46
- Requested Exceptions (optional)
- Upload Additional Document - Additional Documentation.zip - Wednesday June 19, 2024 13:17:58

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chet Hayes, CTO, Vertosoft LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 17 Software Solutions RFP 060624 Mon June 3 2024 10:31 AM	☑	1
Addendum 16 Software Solutions RFP 060624 Thu May 30 2024 10:38 AM	☑	4
Addendum 15 Software Solutions RFP 060624 Tue May 28 2024 02:32 PM	☑	2
Addendum_14_Software_Solutions_RFP_060624 Fri May 24 2024 03:00 PM	☑	4
Addendum_13_Software_Solutions_RFP_060624 Tue May 21 2024 04:25 PM	☑	1
Addendum_12_Software_Solutions_RFP_060624 Mon May 20 2024 06:33 PM	☑	1
Addendum 11 Software Solutions RFP 060624 Fri May 17 2024 03:19 PM	☑	2
Addendum 10 Software Solutions RFP 060624 Thu May 16 2024 01:38 PM	☑	4
Addendum 9 Software Solutions RFP 060624 Tue May 14 2024 03:18 PM	☑	2
Addendum 8 Software Solutions RFP 060624 Thu May 9 2024 12:50 PM	☑	1
Addendum 7 Software Solutions RFP 060624 Wed May 8 2024 01:39 PM	☑	1
Addendum 6 Software Solutions RFP 060624 Tue May 7 2024 12:00 PM	☑	2
Addendum 5 Software Solutions RFP 060624 Fri May 3 2024 01:56 PM	☑	1
Addendum 4 Software Solutions RFP 060624 Thu May 2 2024 12:30 PM	☑	1
Addendum 3 Software Solutions RFP 060624 Tue April 30 2024 03:17 PM	☑	1
Addendum 2 Software Solutions RFP 060624 Mon April 22 2024 02:21 PM	☑	1
Addendum 1 Software Solutions RFP 060624 Fri April 19 2024 02:53 PM	☑	1

Docusign Envelope ID: 51AFA9DE-8145-4BBB-AB4A-0A5D0D6F8AA2

AMENDMENT #1
TO
CONTRACT # 060624-VTO

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Vertosoft LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Software Solutions and Related Services for Public Sector and Education Administration to Sourcewell and its Participating Entities, effective October 23, 2024, through October 25, 2028 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Line item 69 of "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following: "Due to the number of suppliers we are proposing and thus the large number of parts this brings, Vertosoft is providing a percentage discount off our catalog by supplier. This table, with each supplier listed alphabetically can be found under contract documentation on Vertosoft's Sourcewell landing page, titled "Contract 060624-VTO-Price Information." This table will be updating accordingly when new additions, removals, etc. are approved through Contract. A Master Price File will also be internally maintained and made available upon request."

2. Line item 70 of "Table 11: Pricing and Delivery" of the Proposal is delete in its entirety and replaced with the following: "Vertosoft is proposing a large number of suppliers as a part of our submission and therefore a one size fits all approach regarding a price discount is not feasible. The file labeled "Contract 060624-VTO-Price Information" on the contract documentation portion of Vertosoft's Sourcewell page will be the source for supplier discounts, ranging from 0-50% off MSRP."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 2/19/2025 | 11:34 PM CST

Vertosoft LLC

DocuSigned by:
By: Jay Colavita
B85871DC292A47C...
Jay Colavita, President

Date: 2/19/2025 | 7:57 PM PST

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 13.

To:

Presenter(s): Heath Dobrovolny, Deputy Village Manager

Meeting Date: June 2, 2026

Re: Discussion on Adoption of Resolution 2026-104, a Resolution Finding the Property Located at 103 Hiding Pl. Ruidoso, New Mexico, No Longer a Public Nuisance; and Providing for the Repeal of Resolution 2026-75, Adopted by the Governing Body on the 27th of April 2026.

Item Summary:

Discussion on Adoption of Resolution 2026-104, a Resolution Finding the Property Located at 103 Hiding Pl. Ruidoso, New Mexico, No Longer a Public Nuisance; and Providing for the Repeal of Resolution 2026-75, Adopted by the Governing Body on the 27th of April 2026.

Financial Impact:

None.

Item Discussion:

The Village of Ruidoso finds that the property located at 103 Hiding Pl. Ruidoso, New Mexico is NOT a menace to the public comfort, health, peace and safety, and DOES NOT require the repair, removal, or abatement of buildings, structures and ruins for any reason.

Recommendations:

To Discuss Adoption of Resolution 2026-104, a Resolution Finding the Property Located at 103 Hiding Pl. Ruidoso, New Mexico, No Longer a Public Nuisance; and Providing for the Repeal of Resolution 2026-75, Adopted by the Governing Body on the 27th of April 2026.

ATTACHMENTS:
Resolution 2026-104.pdf

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-104

A RESOLUTION FINDING THE PROPERTY LOCATED AT 103 HIDING PL. RUIDOSO, NEW MEXICO, NO LONGER A PUBLIC NUISANCE; AND PROVIDING FOR THE REPEAL OF RESOLUTION 2026-75, ADOPTED BY THE GOVERNING BODY ON THE 27TH OF APRIL 2026.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, on April 27, 2026, the Village Council approved Resolution 2026-75 declaring the property at 103 Hiding Place, Ruidoso, New Mexico a nuisance subject to Village Ordinances allowing the Village to be able to tear down unsafe structures on the property. After the passing of this resolution, the Village discovered good cause that this property not be subject to the Clean and Lien process started in Resolution 2026-075.

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **103 HIDING PL.**, Ruidoso, New Mexico is in no longer in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **103 HIDING PL.**, Ruidoso, New Mexico is NOT a menace to the public comfort, health, peace and safety, and DOES NOT require the repair, removal, or abatement of the following buildings, structures, and ruins for any reason.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **103 HIDING PL.**, Ruidoso, New Mexico. The last known owners or occupants of the property are: **EDWARD M. PADILLA OF RUIDOSO NEW MEXICO.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises to inform the owner that their property is no longer subject to the Village Ordinance in this matter as well as Resolution 2026-075.

5. The owner, occupant or agent in charge of the building, structure or premises is advised that the Property at 103 Hiding Place is free from any liens or demolition orders from the Village of Ruidoso New Mexico with the passing of this

Resolution.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

_____

ATTEST:

_____
Yvonne Vigil , Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 14.

To:

Presenter(s): Heath Dobrovolny, Deputy Village Manager

Meeting Date: June 2, 2026

Re: Discussion on Adoption of Resolution 2026-105, a Resolution Finding the Property Located at 101 Robin Rd. Ruidoso, New Mexico, No Longer a Public Nuisance; and Providing for the Repeal of Resolution 2026-87, Adopted by the Governing Body on the 27th of April 2026.

Item Summary:

Discussion on Adoption of Resolution 2026-105, a Resolution Finding the Property Located at 101 Robin Rd. Ruidoso, New Mexico, No Longer a Public Nuisance; and Providing for the Repeal of Resolution 2026-87, Adopted by the Governing Body on the 27th of April 2026.

Financial Impact:

None.

Item Discussion:

The Village of Ruidoso finds that the property located at 101 Robin Rd. Ruidoso, New Mexico is NOT a menace to the public comfort, health, peace and safety, and DIES NOT require the repair, removal, or abatement of buildings, structures and ruins for any reason.

Recommendations:

To Discuss Adoption of Resolution 2026-105, a Resolution Finding the Property Located at 101 Robin Rd. Ruidoso, New Mexico, No Longer a Public Nuisance; and Providing for the Repeal of Resolution 2026-87, Adopted by the Governing Body on the 27th of April 2026.

ATTACHMENTS:
Resolution 2026-105.pdf

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-105

A RESOLUTION FINDING THE PROPERTY LOCATED AT 101 ROBIN RD., RUIDOSO, NEW MEXICO, NO LONGER A PUBLIC NUISANCE; AND PROVIDING FOR THE REPEAL OF RESOLUTION 2026-87, ADOPTED BY THE GOVERNING BODY ON THE 27TH OF APRIL 2026.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, on April 27, 2026, the Village Council approved Resolution 2026-87 declaring the property at 101 Robin Road, Ruidoso, New Mexico a nuisance subject to Village Ordinances allowing the Village to be able to tear down unsafe structures on the property. After the passing of this resolution, the Village discovered good cause that this property not be subject to the Clean and Lien process started in Resolution 2026-87.

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, 101 Robin Rd**.**, Ruidoso, New Mexico is in no longer in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **101 Robin Rd.**, Ruidoso, New Mexico is NOT a menace to the public comfort, health, peace and safety, and DOES NOT require the repair, removal, or abatement of the following buildings, structures, and ruins for any reason.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **101 Robin Rd.**, Ruidoso, New Mexico. The last known owners or occupants of the property are: **MICHAEL AND TRACEY BURNS OF RUIDOSO NEW MEXICO.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises to inform the owner that their property is no longer subject to the Village Ordinance in this matter as well as Resolution 2026-087.

5. The owner, occupant or agent in charge of the building, structure or premises is advised that the Property at 101 Robin Rd is free from any liens or demolition orders from the Village of Ruidoso New Mexico with the passing of this Resolution.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

_____

ATTEST:

_____
Yvonne Vigil , Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 15.

To:

Presenter(s): Heath Dobrovolny, Deputy Village Manager

Meeting Date: June 2, 2026

Re: Discussion on Adoption of Resolutions 2026-107 (206 Eagle Dr. Unit 1101), 2026-108 (206 Eagle Dr. Unit 1102), 2026-109 (206 Eagle Dr. Unit 1103), 2026-110 (206 Eagle Dr. Unit 1201), 2026-111 (206 Eagle Dr. Unit 1202), 2026-112 (206 Eagle Dr. Unit 1203), Resolution 2026-113 (206 Eagle Dr. Unit 1301), 2026-114 (206 Eagle Dr. Unit 1302), 2026-115 (206 Eagle Dr. Unit 1303), and 2026-116 (206 Eagle Dr. Unit 2201) Resolutions Finding the Properties a Public Nuisance.

Item Summary:

Discussion on Adoption of Resolutions 2026-107 (206 Eagle Dr. Unit 1101), 2026-108 (206 Eagle Dr. Unit 1102), 2026-109 (206 Eagle Dr. Unit 1103), 2026-110 (206 Eagle Dr. Unit 1201), 2026-111 (206 Eagle Dr. Unit 1202), 2026-112 (206 Eagle Dr. Unit 1203), Resolution 2026-113 (206 Eagle Dr. Unit 1301), 2026-114 (206 Eagle Dr. Unit 1302), 2026-115 (206 Eagle Dr. Unit 1303), and 2026-116 (206 Eagle Dr. Unit 2201) Resolutions Finding the Properties a Public Nuisance.

Financial Impact:

None

Item Discussion:

The properties located at the address on these Resolutions in Ruidoso, New Mexico are in violation of the Village of Ruidoso Code of Ordinances Chapter 38-81.

Recommendations:

To Discuss Adoption of Resolutions 2026-107 (206 Eagle Dr. Unit 1101), 2026-108 (206 Eagle Dr. Unit 1102), 2026-109 (206 Eagle Dr. Unit 1103), 2026-110 (206 Eagle Dr. Unit 1201), 2026-111 (206 Eagle Dr. Unit 1202), 2026-112 (206 Eagle Dr. Unit 1203), Resolution 2026-113 (206 Eagle Dr. Unit 1301), 2026-114 (206 Eagle Dr. Unit 1302), 2026-115 (206 Eagle Dr. Unit 1303), and 2026-116 (206 Eagle Dr. Unit 2201) Resolutions Finding the Properties a Public Nuisance.

ATTACHMENTS:
Resolution 2026-107.pdf

Resolution 2026-108.pdf
Resolution 2026-109.pdf
Resolution 2026-110.pdf
Resolution 2026-111.pdf
Resolution 2026-112.pdf
Resolution 2026-113.pdf
Resolution 2026-114.pdf
Resolution 2026-115.pdf
Resolution 2026-116.pdf

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-107

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 1101, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 1101,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 1101**, Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 1101,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **SILVERADO III REVOCABLE TRUST, LARRY M. HALL AND SYDNEY SHEA WOODARD-HALL, TRUSTEES, 2417 FM 1750 ABILENE TEXAS 79602.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-108

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 1102, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 1102,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 1102**, Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 1102,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **SWB PROPERTIES, LLC, A MARYLAND LIMITED LIABILITY COMPANY, 555 CONCORD ST. UNIT A, HAVRE DE GRACE, MD 21078.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-109

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 1103, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 1103,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 1103**, Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 1103,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **WAYNE R. SHAW, 1103 COPPERAS COVE COURT, ALLEN , TEXAS 75013.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-110

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 1201, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 1201,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 1201**, Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 1201,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **BRYAN L. AND JUDY L. HARGROVE, 722 PINEHURST DRIVE, MIDLAND TEXAS 79705.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-111

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 1202, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 1202,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 1202** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 1202,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **MTW HOLDINGS, LLLC A TEXAST LTD, 113 FOSSIL RIIM COVE, GEORGETOWN, TX 78633.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-112

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 1203, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 1203,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 1203** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 1203,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **BECKY LYNN WALKER AND MICHAEL JAMES WALKER, 1458 WHISPERING WATER, SPRING BRANCH, TEXAS 78070.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-113

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 1301, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 1301,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 1301** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 1301,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **ROBERT S. BRASWELL, JR. AND SHERI BRASWELL, 2350 CHURCH DRIVE, CORINTH , TEXAS 76210.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-114

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 1302, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 1302,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 1302,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 1302,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **HANLEY RENTALS, LLC., A NEW MEXICO LIMITED LIABILITY COMPANY, PO BOX 689 CAPITAN, NM 88316.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-115

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 1303, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 1303,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 1303,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 1303,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **BIERMANN LIVING TRUST, DON AND JEANNA BIERMANN, TRUSTEES, 45 SKYLINE DRIVE, COMFORT TEXAS.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-116

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 2201, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 2201,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 2201,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 2201,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **AUSTIN FAMILY TRUST, DAREN M AND MARVA D AUSTIN, TRUSTEES, P.O. BOX VALLEY FARMS, ARIZONA 85191.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 16.

To:

Presenter(s): Heath Dobrovolny, Deputy Village Manager

Meeting Date: June 2, 2026

Re: Discussion on Adoption of Resolutions 2026-117 (206 Eagle Dr. Unit 2202), 2026-118 (206 Eagle Dr. Unit 2301), 2026-119 (206 Eagle Dr. Unit 2302), 2026-120 (206 Eagle Dr. Unit 3101), 2026-121 (206 Eagle Dr. Unit 3102), 2026-122 (206 Eagle Dr. Unit 3103), Resolution 2026-123 (206 Eagle Dr. Unit 3104), 2026-124 (206 Eagle Dr. Unit 3105), 2026-125 (206 Eagle Dr. Unit 3201), and 2026-126 (206 Eagle Dr. Unit 3202) Resolutions Finding the Properties a Public Nuisance.

Item Summary:

Discussion on Adoption of Resolutions 2026-117 (206 Eagle Dr. Unit 2202), 2026-118 (206 Eagle Dr. Unit 2301), 2026-119 (206 Eagle Dr. Unit 2302), 2026-120 (206 Eagle Dr. Unit 3101), 2026-121 (206 Eagle Dr. Unit 3102), 2026-122 (206 Eagle Dr. Unit 3103), Resolution 2026-123 (206 Eagle Dr. Unit 3104), 2026-124 (206 Eagle Dr. Unit 3105), 2026-125 (206 Eagle Dr. Unit 3201), and 2026-126 (206 Eagle Dr. Unit 3202) Resolutions Finding the Properties a Public Nuisance.

Financial Impact:

None

Item Discussion:

The properties located at the address on these Resolutions in Ruidoso, New Mexico are in violation of the Village of Ruidoso Code of Ordinances Chapter 38-81.

Recommendations:

To Discuss Adoption of Resolutions 2026-117 (206 Eagle Dr. Unit 2202), 2026-118 (206 Eagle Dr. Unit 2301), 2026-119 (206 Eagle Dr. Unit 2302), 2026-120 (206 Eagle Dr. Unit 3101), 2026-121 (206 Eagle Dr. Unit 3102), 2026-122 (206 Eagle Dr. Unit 3103), Resolution 2026-123 (206 Eagle Dr. Unit 3104), 2026-124 (206 Eagle Dr. Unit 3105), 2026-125 (206 Eagle Dr. Unit 3201), and 2026-126 (206 Eagle Dr. Unit 3202) Resolutions Finding the Properties a Public Nuisance.

ATTACHMENTS:
Resolution 2026-117.pdf

Resolution 2026-118.pdf
Resolution 2026-119.pdf
Resolution 2026-120.pdf
Resolution 2026-121.pdf
Resolution 2026-122.pdf
Resolution 2026-123.pdf
Resolution 2026-124.pdf
Resolution 2026-125.pdf
Resolution 2026-126.pdf

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-117

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 2202, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 2202,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 2202,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 2202,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **MCKINZIE REVOCABLE TRUST (HARDER) VENECIA MCKINZIE, TRUSTEE, 306 NAUTILUS AVENUE, LAKEWAY TEXAS, 78738.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-118

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 2301, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 2301,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 2301,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 2301,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **MICHAEL AND CONNIE HOGARTY, 186 WESTWOOD, NEW BRAUNFELS, TEXAS, 78132.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-119

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 2302, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 2302,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 2302,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 2302,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **RICHARD AND SANDRA KLICS, 12616 AUDUBON TRAIL, ROWLETT, TEXAS, 75089.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-120

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 3101, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 3101,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 3101,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 3101,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **RICHARD AND ERNESTINE SANCHEZ, 414 W. KARA STREET, HOBBS, NEW MEXICO, 88342.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-121

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 3102, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 3102,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 3102,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 3102,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **DUNCAN HAMLIN P.O. BOX 2274, WEATHERFORD, TEXAS 76086.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-122

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 3103, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 3103,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 3103,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 3103,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **MESA VISTA PROPERTIES, LLC, 4075 ABERDEEN WAY, HOUSTON TEXAS 77025.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-123

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 3104, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 3104,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 3104,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 3104,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **RIO RORY, LLC A TEXAS LIMITED LIABILITY COMPANY, P.O. BOX 7, RIO MEDINA, TEXAS 78066.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-124

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 3105, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 3105,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 3105,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 3105,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **RICHARD AND ERNESTINE SANCHEZ, 414 W KARA STREET, HOBBS, NEW MEXICO 88242.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-125

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 3201, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 3201,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 3201,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 3201,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **CASE FAMILY REVOCABLE TRUST, ROGER AND KATHI LEE, TRUSTEES, 4327 N. 28TH STREET UNIT 102, PHOENIX, ARIZONA 85016.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-126

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 3202, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 3202,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 3202,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 3202,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **AKC INVESTMENTS, LLC., A TEXAS LIMITED LIABILITY COMPANY, 18 SANDHILLS LANE, AMARILLO, TEXAS 79124.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 17.

To:

Presenter(s): Heath Dobrovolny, Deputy Village Manager

Meeting Date: June 2, 2026

Re: Discussion on Adoption of Resolutions 2026-127 (206 Eagle Dr. Unit 3203), 2026-128 (206 Eagle Dr. Unit 3204), 2026-129 (206 Eagle Dr. Unit 3205), 2026-130 (206 Eagle Dr. Unit 3301), 2026-131 (206 Eagle Dr. Unit 3302), 2026-132 (206 Eagle Dr. Unit 3303), Resolution 2026-133 (206 Eagle Dr. Unit 3304), 2026-134 (206 Eagle Dr. Unit 3305), 2026-135 (206 Eagle Dr. Unit 4101), and 2026-136 (206 Eagle Dr. Unit 4102) Resolutions Finding the Properties a Public Nuisance.

Item Summary:

Discussion on Adoption of Resolutions 2026-127 (206 Eagle Dr. Unit 3203), 2026-128 (206 Eagle Dr. Unit 3204), 2026-129 (206 Eagle Dr. Unit 3205), 2026-130 (206 Eagle Dr. Unit 3301), 2026-131 (206 Eagle Dr. Unit 3302), 2026-132 (206 Eagle Dr. Unit 3303), Resolution 2026-133 (206 Eagle Dr. Unit 3304), 2026-134 (206 Eagle Dr. Unit 3305), 2026-135 (206 Eagle Dr. Unit 4101), and 2026-136 (206 Eagle Dr. Unit 4102) Resolutions Finding the Properties a Public Nuisance.

Financial Impact:

None

Item Discussion:

The properties located at the address on these Resolutions in Ruidoso, New Mexico are in violation of the Village of Ruidoso Code of Ordinances Chapter 38-81.

Recommendations:

To Discuss Adoption of Resolutions 2026-127 (206 Eagle Dr. Unit 3203), 2026-128 (206 Eagle Dr. Unit 3204), 2026-129 (206 Eagle Dr. Unit 3205), 2026-130 (206 Eagle Dr. Unit 3301), 2026-131 (206 Eagle Dr. Unit 3302), 2026-132 (206 Eagle Dr. Unit 3303), Resolution 2026-133 (206 Eagle Dr. Unit 3304), 2026-134 (206 Eagle Dr. Unit 3305), 2026-135 (206 Eagle Dr. Unit 4101), and 2026-136 (206 Eagle Dr. Unit 4102) Resolutions Finding the Properties a Public Nuisance.

ATTACHMENTS:
Resolution 2026-127.pdf

Resolution 2026-128.pdf
Resolution 2026-129.pdf
Resolution 2026-130.pdf
Resolution 2026-131.pdf
Resolution 2026-132.pdf
Resolution 2026-133.pdf
Resolution 2026-134.pdf
Resolution 2026-135.pdf
Resolution 2026-136.pdf

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-127

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 3203, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 3203,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 3203,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 3203,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **ESCO MINIERALS & INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP, P.O. BOX 4067, HORSESHOE BAY, TEXAS 78657.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-128

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 3204, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 3204,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 3204,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 3204,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **BECKY AND MIKE WALKER, 1458 WHISPERING WATER, SPRING BRANCH , TEXAS 78070.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-129

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 3205, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9 TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 3205,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 3205,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 3205,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **MELISSA MOYLAN AND PATTY WALKER, 610 OAK HOLLOW ROAD, EASTLAND, TEXAS 786448.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-130

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 3301, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9 TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 3301,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 3301,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 3301,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **KALINOWSKI LIVING TRUST, EDWARD M KALINOWSK, JR. AND BARBARA J. KALINOWSKI, TRUSTEES, 120 WEST HAVEN, VICTORIA TEXAS 77904.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-131

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 3302, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9 TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 3302,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 3302,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 3302,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **RYAN, MARSHALL AND MISTI STEPHENS, 688 EAST CANYON CREEK, WEATHERFORD , TEXAS 76087.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-132

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 3303, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9 TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 3303,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 3303,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 3303,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **SCHUEHLE REAL ESTATE, LLC, A TEXAS LIMITED LIABILITY COMPANY, P.O. BOX 142 HONDO, TEXAS 78861.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9th day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-133

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 3304, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9 TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 3304,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 3304,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 3304,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **JERYL D. FIELDS, P.O. BOX 406, HORSESHOE BAY, TEXAS 78657.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9TH day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-134

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 3305, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 3305,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 3305,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 3305,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **GEBHART AND ACOSTA ENTERPRISE, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY, 4901 SKYLINE VIEW CT NE, ALBUQUERQUE, NEW MEXICO 87111.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9TH day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-135

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 4101, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9 TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 4101,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 4101,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 4101,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **PAT AND DAWN FOSTER, P.O. BOX 1078, STERLING CITY, TEXAS 76951.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9TH day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-136

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 4102, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9 TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 4102,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 4102,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 4102,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **PAT AND DAWN FOSTER, P.O. BOX 1078, STERLING CITY, TEXAS 76951.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9TH day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 18.

To:

Presenter(s): Heath Dobrovolny, Deputy Village Manager

Meeting Date: June 2, 2026

Re: Discussion on Adoption of Resolutions 2026-137 (206 Eagle Dr. Unit 4103), 2026-138 (206 Eagle Dr. Unit 4201), 2026-139 (206 Eagle Dr. Unit 4202), 2026-140 (206 Eagle Dr. Unit 4203), 2026-141 (206 Eagle Dr. Unit 4301), 2026-142 (206 Eagle Dr. Unit 4302), Resolution 2026-143 (206 Eagle Dr. Unit 4303), Resolutions Finding the Properties a Public Nuisance.

Item Summary:

Discussion on Adoption of Resolutions 2026-137 (206 Eagle Dr. Unit 4103), 2026-138 (206 Eagle Dr. Unit 4201), 2026-139 (206 Eagle Dr. Unit 4202), 2026-140 (206 Eagle Dr. Unit 4203), 2026-141 (206 Eagle Dr. Unit 4301), 2026-142 (206 Eagle Dr. Unit 4302), Resolution 2026-143 (206 Eagle Dr. Unit 4303), Resolutions Finding the Properties a Public Nuisance.

Financial Impact:

None

Item Discussion:

The properties located at the address on these Resolutions in Ruidoso, New Mexico are in violation of the Village of Ruidoso Code of Ordinances Chapter 38-81.

Recommendations:

To Discuss Adoption of Resolutions 2026-137 (206 Eagle Dr. Unit 4103), 2026-138 (206 Eagle Dr. Unit 4201), 2026-139 (206 Eagle Dr. Unit 4202), 2026-140 (206 Eagle Dr. Unit 4203), 2026-141 (206 Eagle Dr. Unit 4301), 2026-142 (206 Eagle Dr. Unit 4302), Resolution 2026-143 (206 Eagle Dr. Unit 4303), Resolutions Finding the Properties a Public Nuisance.

ATTACHMENTS:
Resolution 2026-137.pdf
Resolution 2026-138.pdf
Resolution 2026-139.pdf
Resolution 2026-140.pdf
Resolution 2026-141.pdf
Resolution 2026-142.pdf
Resolution 2026-143.pdf

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-137

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 4103, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9 TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 4102,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 4103,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 4103,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **ROBERT L AND HELMA J., MICHAEL, WESTRA, AND ANNABELLE WESTRA, 12664 FM 70 SANDIA, TEXAS 78383.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9TH day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-138

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 4201, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9 TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 4201,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 4201,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 4201,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **H& M, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY, 5313 LANTANA RIVER LANE, FULSHEAR, TEXAS 77441.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9TH day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-139

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 4202, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9 TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 4202,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 4202,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 4202,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **RUIDOSO DEVELOPMENT PROPERTIES, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY, 508 MECHEM STE B., RUIDOSO NEW MEXICO, 88345.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9TH day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-140

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 4203, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9 TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 4203,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 4203,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 4203,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **JULIE B. BARNETT, 1307 HIGGINS POINT, SAN ANTONIO, TEXAS, 78216.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9TH day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-141

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 4301, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9 TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 4301,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 4301,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 4301,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **CALSER PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY, 4613 7TH ST. LUBBOCK, TEXAS 79416.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9TH day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-142

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 4302, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9 TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 4302,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 4302,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 4302,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **BARBA PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY, 5112 BELLERIVE BEND DRIVE, COLLEGE STATION, TEXAS 77845.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9TH day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk

VILLAGE OF RUIDOSO

RESOLUTION NO. 2026-143

A RESOLUTION FINDING THE PROPERTY LOCATED AT 206 EAGLE DRIVE, Unit 4303, RUIDOSO, NEW MEXICO, A PUBLIC NUISANCE.

WHEREAS, pursuant to NMSA 1978, § 3-18-5 and Section 38-81 of the Village of Ruidoso Code of Ordinances, whenever any building or structure is ruined, damaged or dilapidated, or any premises is covered with ruins, rubbish, wreckage or debris, the Governing Body of the Village of Ruidoso may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the village of the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, pursuant to Section 38-90 of the Village of Ruidoso Code of Ordinances, if any person, corporation or other entity fails to abate any nuisance or allows weeds, litter, refuse, rubbish, or abandoned, wrecked, dismantled or inoperable motor vehicles, or any other nuisance as defined this chapter of the Village of Ruidoso Code of Ordinances to remain on property that is determined to be hazardous to the health, safety and welfare of the community, the Village may take action described in that Section of its Code of Ordinances to abate the nuisance and charge the property owner.

WHEREAS, pursuant to Section 38-62 of the Village of Ruidoso Code of Ordinances the types of prohibited property nuisances on real property are defined to include but not limited to unsafe buildings or other structures which are partially destroyed or collapsed, left in a state of partial construction, or open or abandoned, subsection 38-62 (a)(11),and the village may elect to cause the nuisance to be abated by removal of the nuisance and shall have a lien against the property for the cost of such removal, subsection 38-62(d).

NOW, THEREFORE, BE IT RESOLVED ON THIS THE 9 TH DAY OF JUNE 2026, AS FOLLOWS:

1. The Governing Body of the Village of Ruidoso finds that the property located at, **206 EAGLE DR. Unit 4303,** Ruidoso, New Mexico is in violation of the Village of Ruidoso Code of Ordinances chapter 38-62 – property nuisances, chapter 38-81 – Dangerous Buildings, Order to remove; removal by village, and 38-90 to 98, Village abatement of Nuisance ore (sic) other hazards.

2. The Village of Ruidoso further finds that the property located at **206 EAGLE DR. Unit 4303,** Ruidoso, New Mexico is a menace to the public comfort, health, peace and safety, and requires the repair, removal, or abatement of the following buildings, structures, and ruins due to the following listed conditions that apply to this property:

a. Unsafe buildings or other structures which are partially destroyed or collapsed.
b. Unsafe buildings or other structures that have been left open or

abandoned.

3. This Resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises located at **206 EAGLE DR. Unit 4303,** Ruidoso, New Mexico. The last known owners or occupants of the property are: **JANE HALL, 202 FAIRWAY RIDGE ROAD, GEORGETOWN, TEXAS 78633.**

4. A copy of this Resolution shall be served on the owner, occupant or agent in charge of building, structure or premises. If the owner(as shown by the real estate records of the county clerk), occupant or agent in charge of the building, structure or premises cannot be personally served within the village, service shall be by posting a copy of the resolution on the building, structure or premises and publishing a copy of the resolution on the building, structure or premises and publishing a copy of the resolution one time.

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

6. The Village is ordering the removal of structures on the property in this Resolution pursuant to the Code of Ordinances of the Village of Ruidoso, Sections 38-81 and 38-82.

7. Upon completion of the nuisance removal process, the Village will assess the owner of the property the reasonable cost for the removal of the building, structure, ruin, rubbish, wreckage or debris. This lien will be held against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided by law. These actions shall be taken pursuant to the Code of Ordinances of the Village of Ruidoso.

PASSED, APPROVED, AND ADOPTED, this 9TH day of June 2026.

Lynn Crawford, Mayor

ATTEST:
Yvonne Vigil , Village Clerk