



VILLAGE OF MAGDALENA
PO BOX 145, MAGDALENA, NM 87825
P. 575.854.2261 F. 575.854.2273
WWW.VILLAGEOFMAGDALENA.COM

AGENDA
NOTICE OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
MONDAY, SEPTEMBER 12, 2022
VILLAGE HALL 108 N. MAIN STREET 5:00 PM

PLEASE SILENCE ALL ELECTRONIC DEVICES

MEMBERS OF THE PUBLIC WHO WISH TO ATTEND AND LISTEN TO THE MEETING VIA ZOOM MAY DO SO AT THE FOLLOWING LINK:
<https://us02web.zoom.us/j/4861155997?pwd=V0V6SERBNVdGNDNPaE1ZdWp1N004UT09>

Meeting ID: 486 115 5997

Passcode: MAGDALENA

-
1. CALL TO ORDER
 2. ROLL CALL
 3. PLEDGE OF ALLEGIANCE
 4. APPROVAL OF AGENDA
 5. APPROVAL OF MINUTES
 - a. REGULAR MEETING- AUGUST 22, 2022
 6. APPROVAL OF CASH BALANCE REPORTS
 7. APPROVAL OF BILLS
 8. MAYOR'S REPORT
 9. CLERK'S REPORT
 10. DEPARTMENT REPORTS
 - a. EMS
 - b. FIRE
 - c. MARSHAL
 - d. JUDGE
 - e. PUBLIC WORKS
 - f. LIBRARY
 11. DISCUSSION & POSSIBLE DECISION CONCERNING APPROVAL OF REQUEST FROM HERMAN & KAROLYN CHAVEZ TO SUBDIVIDE PROPERTY; PARCEL #012027004012
 12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION 2022-16, AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE VILLAGE OF MAGDALENA, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$107,756.00, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING A NEW BACKHOE LOADER AND RESPECTIVE EQUIPMENT FOR THE GOVERNMENTAL UNIT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN

AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT WATER AND SEWER SYSTEM OF THE GOVERNMENTAL UNIT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS, CONCERNING THE LOAN AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; 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 LOAN AGREEMENT

13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF FY2023 MEMORANDUM OF UNDERSTANDING BETWEEN MAGDALENA PUBLIC LIBRARY AND CENTRAL REGION EDUCATION COOPERATIVE REC5
14. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF NEW MEXICO ENVIRONMENT DEPARTMENT SOLID WASTE BUREAU PROJECT #RAID-FY23-08, RECYCLING AND ILLEGAL DUMPING FUND GRANT AGREEMENT
15. PUBLIC HEARING – DISCUSSION REGARDING APPROVAL OF ORDINANCE NO. 2022-02, NIGHT SKIES
 - MOTION AND ROLL CALL VOTE TO RECESS REGULAR MEETING AND TO GO INTO PUBLIC HEARING
 - MOTION AND ROLL CALL VOTE TO GO BACK INTO REGULAR SESSION
16. FINAL CONSIDERATION – DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF ORDINANCE NO. 2022-02, NIGHT SKIES
17. DISCUSSION & POSSIBLE DECISION CONCERNING APPROVAL OF QUOTE FOR WATER STORAGE TANK INSPECTIONS
18. DISCUSSION & POSSIBLE DECISION CONCERNING LETTER OF SUPPORT FOR SOCORRO COUNTY OWNED MAGDALENA SENIOR CENTER MANAGEMENT AND OPERATION
19. PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT

PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: clerk@villageofmagdalena.com and/or mayor@villageofmagdalena.com THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, SEPTEMBER 12, 2022 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.
20. ADJOURNMENT

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT THE VILLAGE OFFICE, 108 N. MAIN STREET, MAGDALENA, NM 87825. PUBLIC DOCUMENTS, INCLUDING THE AGENDA AND MINUTES, CAN BE PROVIDED IN VARIOUS ACCESSIBLE FORMATS. PLEASE CONTACT THE VILLAGE CLERK/TREASURER IF A SUMMARY OR OTHER TYPE OF ACCESSIBLE FORMAT IS NEEDED. 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 MEETING, PLEASE CONTACT THE VILLAGE CLERK AT 575-854-2261 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.

DRAFT
MINUTES OF THE REGULAR MEETING OF THE VILLAGE OF MAGDALENA
BOARD OF TRUSTEES
HELD MONDAY, AUGUST 22, 2022, AT 5:00 PM

PURSUANT TO PUBLIC HEALTH ORDER DATED FEBRUARY 17, 2022, SOCIAL DISTANCING SHOULD CONTINUE TO BE MAINTAINED.

MEMBERS OF THE PUBLIC WHO WISH TO ATTEND AND LISTEN TO THE MEETING VIA ZOOM MAY DO SO AT THE FOLLOWING LINK:

<https://us02web.zoom.us/j/4861155997?pwd=V0V6SERBNVdGNDNPaE1ZdWp1N004UT09>

Meeting ID: 486 115 5997

Passcode: MAGDALENA

Mayor Richard Rumpf called the meeting to order at 5:00 p.m.

PRESENT: Mayor Richard Rumpf, Trustee Clark Brown, Trustee James Nelson, Carleen Gomez—Deputy Clerk, Attorney Kathy Stout

PARTICIPATING VIA ZOOM VIDEO CONFERENCE: Trustee Donna Dawson, Trustee Harvan Conrad, Michael Steininger—Finance Officer

ABSENT: none

GUESTS: Collier Nelson—Assistant Clerk

Mayor Richard Rumpf led the gallery in reciting the Pledge of Allegiance.

APPROVAL OF AGENDA: Harvan Conrad motioned to approve the agenda. Clark Brown seconded the motion. The motion carried unanimously.

APPROVAL OF MINUTES: *REGULAR MEETING- AUGUST 8, 2022:* Donna stated that ICIP needs to be changed to public hearing instead of executive session. Clark brown motioned to approve the minutes with the changes. James Nelson seconded the motion. The motion carried unanimously.

APPROVAL OF CASH BALANCE REPORT: Donna Dawson motioned to approve the cash balance report and Harvan Conrad seconded the motion. The motion carried unanimously.

APPROVAL OF BILLS: Carleen Gomez stated there were no additional bills. James Nelson motioned to approve the bill list and Clark Brown seconded the motion. The motion carried unanimously.

Bill List – August’s BILLS for 8/22/2022 Meeting

A-1 Quality Redi Mix		\$1437.70
Acosta Equipment		\$95.83
City of Socorro	June & July 2022 tipping fees	\$2340.60
El Air, LLC	Weed killer	\$850.68
George Green Builders		\$260.77
Gilbert Garica & Son Security	Lock Set	\$289.00

Jacob Finch		\$1074.38
Konica Minolta		\$394.08
NAPA Auto Parts		\$449.12
NED's Pipe and Steel		\$516.00
NM Edge	2020 CPO Cert- Carleen & ZW	\$1080.00
NM Library Associations		\$180.00
NM Self-Insurers Fund		\$43,434.00
O'Reilly Auto Parts		\$25.53
Public Safety Psychology		\$377.56
Quick and Easy Tire & Lube		\$636.79
Quick Med Claims. LLC		\$873.57
RAK's Building Supply		\$441.24
REB Management LLC		\$3285.02
Socorro Electric Coop		\$3819.38
W.W. Plumbing		\$150.22
Winston's Auto Service		\$135.29
		TOTAL: 62,146.76

MAYOR'S REPORT: The Mayor read the first few sentences of the letter from the Department of Finance and Administration that was in the packet.

"The final budget for your local government entity for the Fiscal Year 2022-2023, as approved by your governing body, has been examined and reviewed. The Department of Finance and administration, Local Government Division (LGD) finds it has been developed in accordance with applicable statues and budgeting guidelines, and sufficient resource appears to be available to cover budget expenditures. In addition, the Budget Certification of local Public Bodies rule, 2.2.3 NMAC, requires that your entity's audit or "Agreed Upon Procedures" (per the tier System Reporting rule, 2.2.3.16 NMAC) for the Fiscal Year 2021 should have been submitted to the office of the State Auditor as of the time. The LGD's information indicates that you are in compliance with this requirement. Therefore, in accordance with Section 6-6-2E NMSA 1978, the LGD certifies your entity's final Fiscal Year 2022-2023 budget."

Mayor Rumpf appointed Jim Nelson as the Village Floodplain Manager, which the board agreed with.

Mayor Rumpf stated that Socorro County is looking to use a private company to manage the Senior Center. Donna Dawson requested that matter be placed on the next agenda. Mayor Rumpf asked Harvan Conrad to write a letter of support for the county to manage the Senior Center. Harvan agreed and stated she will present it at the next meeting. Jim Nelson stated he would like to consider the pros and cons of the matter. The Mayor stated he spoke directly with County Commissioner Ray Martinez regarding questions such as whether the employees would be kept.

Mayor Rumpf stated he attended the Airport Managers Conference. He also stated that the Village is getting more money for managing the Airport, and to pay for the chip seal of the roads. He also attended the Rural Water Conference. He stated that now it is a federal mandate to have the correct pipes in the ground on the owner's property, which should NOT be copper or asbestos lines. He stated that a Village Employee would need to be available, and the property owners would need to give permission. He stated that the assessment will be paid by the village.

CLERK'S REPORT: Deputy Clerk Carleen Gomez stated that there is nothing to report at this time.

PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT:

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*Clark Brown inquired the status of the tractor for the airport. Mayor Rumpf stated that he received a shipment date for mid-September.

ADJOURNMENT: Donna Dawson motioned to adjourn the meeting at 5:15 pm. Clark Brown seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Carleen Gomez, CMC
Deputy Clerk

Richard Rumpf
Mayor

Minutes taken by:

Collier Nelson
Assistant Clerk

Carleen Gomez

From: James Nelson
Sent: Tuesday, September 6, 2022 1:42 PM
To: Carleen Gomez
Subject: RE: Village of Magdalena Department Reports Due

7 EMS calls in August.

September 9, 2022

To: Village of Magdalena Trustees, Mayor of Magdalena

From: Jeff Joseph, Chief – Magdalena Volunteer Fire Department

Subject Monthly Report for August

Construction of an additional bay on the firehouse has begun. Awaiting doors. Running gas line.

Carol Brackman in taking the EMT-B course at Socorro Hospital.

CPR Class was cancelled and will be rescheduling for both Village and Volunteer Fire personnel.

MVFD received award of annual Fire Funds.

MVFD has applied for additional funds to replace the SCBA bottles, masks, etc. replacing 15+year old ones.

September 13, 2022 the State Fire Marshal's office will be conducting an audit at the firehouse.

Training and business meetings will resume in September.

Email account for the Fire Chief is, magvfdchief@gmail.com, Please feel free to contact me there.

Magdalena Marshal's Office

<i>Monthly Report</i>	<u>Month: August</u>	<u>Year: 2022</u>
Marshal Zamora	ID#:Mag-1	
Total Miles Driven:		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	1	59
TRAFFIC CITATIONS: State Statutes		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
TRAFFIC ACCIDENTS		
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS	2	
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS	1	
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY	1	
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE		
PUBLIC SERVICE	5	
NM STATE POLICE		
SHERIFF'S OFFICE	2	
NM FISH & GAME		
US BORDER PATROL		
US FOREST SERVICE		
<u>OTHER:</u>		
ALARM CALLS	1	
FINGERPRINTING		
Driving Tests		
Misc. Cases	8	
<u>TOTALS:</u>	21	59

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
For the month of : **AUG** Year: **2022**

License Number: _____
Make and Model: **FORD E3XP 2021**

Report due in NO LATER THAN THE 10th OF THE MONTH								
Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3	1938	2121	183	16.5	66			03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair 15
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								10
14								Invoice No.: _____ Amt.\$ _____
15	2121	2347	226	18.01	66.65			Date
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23	2347	2541	194	18.67	70.95			Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			603	53.18	203			

I certify that the above is correct to the best of my knowledge.

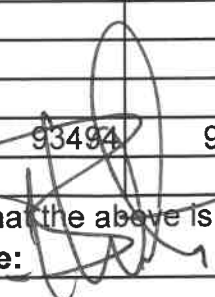

Signature:  Title: **MARSHAL**

Magdalena Marshal's Office

<i>Monthly Report</i>	<u>Month: AUGUST</u>	<u>Year: 2022</u>
	ID# Mag 2	
Total Miles Driven:		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	3	\$162
TRAFFIC CITATIONS: State Statutes	0	
CRIMINAL CITATIONS	0	
ANIMAL CONTROL CITATIONS	0	
TRAFFIC ACCIDENTS	0	
D.W.I. ARRESTS	0	
FELONY ARRESTS	1	
MISDEMEANOR ARRESTS	1	
12 HOUR HOLD ARREST	0	
CRIMINAL INVESTIGATIONS	0	
JUVENILE CASES	0	
DOMESTIC CASES	0	
CRIMINAL DAMAGE / PROPERTY	0	
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE	3	
PUBLIC SERVICE	0	
NM STATE POLICE	0	
SHERIFF'S OFFICE	0	
NM GAME & FISH	0	
NM LIVESTOCK BOARD	0	
US BORDER PATROL	0	
US FOREST SERVICE	0	
<u>OTHER</u>	APD 1	
ALARM CALLS	0	
FINGERPRINTING	0	
Driving Tests	0	
Misc. Cases	2	
<u>TOTALS:</u>		\$162

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
For the month of : AUGUST Year: 2022

License Number: _ G97490
Make and Model: _ Chev Silverado 2016

Report due in NO LATER THAN THE 10th OF THE MONTH								
Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5		92768		17	68.01			05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11	92768	92958	190	16.1	61.3			(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								10
14								Invoice No.: _____ Amt.\$ _____
15								Date _____
16								Invoice No.: _____ Amt.\$ _____
17	92958	93144	186	16.8	64			Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26	93144	93494	350	16.7	63.45			Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31	93494	93643	149	16.6	59.8			
Totals			875	83	252.56			
I certify that the above is correct to the best of my knowledge. Signature:  Title: 								

Magdalena Marshal's Office

<i>Monthly Report</i>	<u>Month: August</u>	<u>Year: 2022</u>
	ID# Mag 3	
Total Miles Driven:	839	
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	0	
TRAFFIC CITATIONS: State Statutes		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS	1	
TRAFFIC ACCIDENTS		
D.W.I. ARRESTS		
FELONY ARRESTS	2	
MISDEMEANOR ARRESTS		
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS		
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY		
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE	2	
PUBLIC SERVICE		
NM STATE POLICE		
SHERIFF'S OFFICE		
NM GAME & FISH		
NM LIVESTOCK BOARD	1	
US BORDER PATROL		
US FOREST SERVICE		
<u>OTHER:</u>		
ALARM CALLS	2	
FINGERPRINTING		
Driving Tests	1	
Misc. Cases	4	
<u>TOTALS:</u>	13	

MAGDALENA MARSHAL DEPARTMENT**MONTHLY VEHICLE EXPENDITURE REPORT**

For the month of : August Year: 2022

License Number: G-93067

Make and Model: 2015 expediton

Report due in NO LATER THAN THE 10th OF THE MONTH

Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6	77098	77275	191	19.25	77			06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12	77275	77371	96	11.05	42.01			Invoice No.: Amt.\$
13								10
14								Invoice No.: Amt.\$
15	77371	77574	203	18.16	69			Date
16								Invoice No.: Amt.\$
17								Code: Date:
18								Invoice No.: Amt.\$
19								Code: Date:
20								Invoice No.: Amt.\$
21								Code: Date:
22								Invoice No.: Amt.\$
23								Code: Date:
24								Invoice No.: Amt.\$
25								Code: Date:
26	77574	77784	210	18.95	72.01			Invoice No.: Amt.\$
27								Code: Date:
28								Invoice No.: Amt.\$
29	77784	77923	139	16.7	\$63.49			Code: Date:
30								Invoice No.: Amt.\$
31								
Totals			839	84.11	324.41			

I certify that the above is correct to the best of my knowledge.

Signature: *Malle Anht*

Title: Mag 3

Librarian's Report August 2022

Days Open	22 (128 hours)	# of Volunteers	4
Days Closed	0	Volunteer Hours	38
Total Visitors	320		
Museum Visitors	8	New Library Cards	1

Events:

Number of Events:	5	Attendance:	28
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Date:		# of People:
8/4/2022	Book Club	5 Adults
8/4/2022	Library Board	4 Adults
8/4/2022	FOL Meeting	6 Adults
8/5/2022	Code Club	6 Kids + 1 Adult
8/26/2022	Code Club	5 Kids + 1 Adult

Circulation

PHYSICAL		DIGITAL	
# of Books	118	# of eBooks	45
# of Books on CD	26	# of Online Audio	72
# of DVDs	87		
Total Physical	231 (32 Kids)	Total Digital	117 (15 Kids)
Total Circulation	348		
ILL Processed	Received 3, Returned 10		

Computers/Wi-Fi

# Computer Sign ins	25 + 13 Code Club
Total Unique Wi-Fi Devices	131
Avg. # Wi-Fi Devices per day	27
Avg. Data Usage per Device	2.70 GB

Other:

Village had a book return in storage. The utility guys poured a concrete pad for it and installed it in front of the library. The old book return (mail box) was put in the Boxcar Museum. Village Hall gave me their laminator for use in the library.

I used ARPA money (American Rescue Plan Act) to order 2 new book carts, a poster printer, a Cricut machine, two 3D printers, a cabinet for supplies, a new display shelf, new books, and supplies for the printers, laminators, etc. Most of these have already arrived or will arrive soon; I am working to set up everything.

I plan to use the last of those funds to purchase furniture for a reading nook and content credit on Overdrive. Content credit stays in my account until spent; I can use it to purchase eBooks and Digital Audiobooks.

Once I have the new printers and laminators set up, I'll work out what I would like to charge for their use and present it to the Village Board. I'm not planning to make a profit on any of it, just to offset some of the costs of the materials, just as we do for printing.

Maintenance: The drywall in the women's restroom was repaired. The Mayor said he will come to install the last two windows either this weekend or next. I hope to get the utility guys to come cut the trees on the deck sometime in September. They are overhanging onto the roof of the library and the door for the Boxcar.

Ben Daitz and Mary Lance are filmmakers making a documentary about rural libraries in New Mexico. They were at the library on Thursday 9/8 to interview me and the mayor, and on Friday 9/9 to film Code Club. I have copies of the paperwork we signed giving permission to film in the library and will make sure Village Hall keeps a copy.

At the time of writing, we haven't filmed Code Club yet. But I will make sure we have release forms signed by all of the parents before the kids are filmed and I will keep a copy for my records, just in case. I've attached their Project Description for the film.

In August, I mentioned on of Steven Havill's books in my monthly column for El Defensor. Mr. Havill saw it and visited the library to thank me. He donated some signed copies of his works. He also set up a Writing Workshop event for September 17th.

Respectfully Submitted,
Ivy Stover,
Library Director

Project Description

A Documentary Film

“Books on the Backroads: Stories of New Mexico’s Rural Libraries” (working title)

“The only thing that you absolutely have to know is the location of the library.”

Albert Einstein said that, surely confident about the locations of many great libraries--- but so too are the people who live in the rural villages of El Rito, Dixon, Abiquiu, Vallecitos, and 47 other small communities across New Mexico. They know exactly where their libraries are, and that they are essential to the educational and social fabric of their communities.

In New Mexico and across the country, rural libraries mean books, but so much more. They offer free internet access in rural areas that have no service. They provide GED, STEM, coding, tutoring and after school programs. Rural libraries host community events and meetings, help folks with computer access for jobs, health insurance, voter registration and citizenship applications, and to arrange medical appointments during the pandemic. They have seed banks, genealogical records, and they even sponsor archeological digs. Einstein was right.

A few libraries

The paved road ends just past the village of Vallecitos, where livelihoods logging the surrounding forest ended many years ago. The 2020 census counted 238 people living in and around this community, nestled in a picturesque cottonwood glen, but whose eroding adobe walls mirror the economic hardship. In Vallecitos, the Library is in the old general store, a rambling adobe full of books, DVDs, and computer terminals, lovingly restored by the community.

There is a telephone on a bench under the front portal, a land line, available to all in this community with poor to no cellular service. During the pandemic, the library phone was essential equipment, and the librarian and volunteers provided transportation to clinics, hospitals, and shopping, and tutoring for kids whose schools, 20 miles away over mountain roads, were closed.

This year, the Embudo Valley Library in Dixon is celebrating 30 years of civic pride and service. That’s because it’s one of the best rural libraries in the country. In 2012, this community-built library was named one of America’s Star Libraries, and in May 2015 it won the National Medal for Museum and Library Service.

The people from Dixon, the Embudo Valley, the high mountain villages of Peñasco, Vadito, Chamisal, Trampas, and the Picuris Pueblo are farmers, artists, and craftsmen, and they helped to build this 3000 square foot library, a neighboring community center, an orchard, park, and the Dixon Cooperative Market grocery store, whose rent helps support the library.

Almost half of New Mexico's rural libraries subsist on less than \$50,000 a year, some less than \$10,000. Most depend on volunteers. The Embudo Valley Library has over 60.

The Pueblo of Abiquiu sits on a mesa overlooking the Rio Chama, red rock canyons, and the Sangre de Cristo mountains. El Pueblo de Abiquiu Library and Cultural Center is in a 200 year old adobe house directly across the plaza from the church of Saint Thomas The Apostle. It used to be the Librarian's family home, and she can still look out her former kitchen window.

The people who formed the Pueblo of Abiquiu in 1742 were not willing settlers, but Native Americans who had been captured and enslaved/indentured by both the Spanish and enemy tribes. They were called Genizaros, and many were given land grants in exchange for helping to defend the Abiquiu frontier against raids by Navajo, Ute, Apache and Comanche.

More than just books, the Library is now a center for Genizaro documents and genealogical research, helping to sponsor ancestral DNA testing for families throughout the community, and in a joint venture--- The Berkeley-Abiquiu Collaborative Archaeology project--- supporting fieldwork that explores historic acequia irrigation technology.

The folks in Vallecitos, Dixon, and Abiquiu are justly proud of their libraries, but Magdaleños will extol their library in the old Santa Fe rail depot on the Plains of San Augustine, as will residents of Columbus, whose library was an old saloon that now serves books to people on both sides of the border.

Every one of New Mexico's 51 rural libraries has good stories to tell, but we hope to choose 5 or 6 of the best, across the state, and tell them in an hour long documentary film. We are Mary Lance and Ben Daitz, veteran, multi-award winning filmmakers.

Distribution

We would hope that our documentary reaches a broad audience in New Mexico and nationally. NM PBS has already expressed interest in the film, as they have aired many of our documentaries in the past (see below)-- and we will offer it to them at no charge. We will also offer free streaming and/or DVDs to all NM libraries. Tijeras Films, www.tijerasfilms.org, is a 501c3, non-profit.

Bios

Mary Lance has over forty years' experience in documentary production. Her independent documentaries include CROWVILLE (2019), BLUE ALCHEMY: STORIES OF INDIGO (2011), AGNES MARTIN: WITH MY BACK TO THE WORLD (2002), DIEGO RIVERA: I PAINT WHAT I SEE (1989), and ARTISTS AT WORK: A FILM ON

THE NEW DEAL ART PROJECTS. (1981). Her work been distributed widely in the USA and abroad at institutions including Film Forum, Tate Modern, the Guggenheim Museum, and the Metropolitan Museum of Art and broadcast on public television and Sundance Channel. She has received funding from the National Endowment for the Arts, the National Endowment for the Humanities, and foundations.

www.newdealfilms.com

Ben Daitz is Professor of Medicine at the UNMSOM, a writer and documentary filmmaker. His many films have been screened and honored by PBS, American Public Television, and film festivals. Recent documentaries include: THE SUN NEVER SETS, about Española New Mexico's Rio Grande Sun, one of the best small-town newspapers in the country, screened at multiple festivals and The Newseum in Washington, D.C.; THE MEDICINE IN MARIJUANA, a scientific look at the plant and people who use it, co-produced with Ned Judge, and aired on NM PBS; and the latest, PROJECT ECHO: A DEMOCRACY OF KNOWLEDGE, about an extraordinary world health project, aired on NM PBS and PBS affiliates around the country. Ben's novel, Delivery, was named to the Best of the Southwest. He has been a contributing writer for the New York Times, the Atlantic, Undark, and Eclectica.

www.tijerasfilms.org



VILLAGE OF MAGDALENA

REQUEST TO BE PLACED ON AGENDA

Todays Date: 8-19-2022
Date of Meeting: Sept. 12, 2022
Name: Herman & Karolyn Chavez
Address: PO Box 468 Magdalena NM Zip: 87825
Phone Number: 505-850-8225
Email Address: Karolynchavez20@gmail.com

Item request will be for: (Please check one)		
<input type="checkbox"/> Information Only	<input type="checkbox"/> Action Item	<input checked="" type="checkbox"/> Discussion/Action
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Report	<input type="checkbox"/> Other: _____

Brief description of topic to be discussed:

Please attach one original of any documents pertaining to the topic. We do allow handouts at meeting.

Asking to subdivide property.
Parcel # 012027004012
Acct ID # R011668

Signature: Karolyn Chavez

Please return to:

_____, Clerk/Treasurer

Village of Magdalena

Magdalena, NM 87825

Phone: 575-854-2261 * Fax: 575-854-2273 * Email: clerk@villageofmagdalena.com

Mayor's Approval: Richard Remy Date: 8-19-2022

A tract of land situate in the SE1/4 of Section 22, Township 2 South, Range 4 West, N.M.P.M., bounded on the south by the north right-of-way of U.S. Highway 60, located on the Village of Magdalena, Socorro County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NE corner of this tract, whence the east $\frac{1}{4}$ corner of Section 22, Township 2 South, Range 4 West, bears N42°34'53"E, a distance of 615.63 feet;

Thence, S23°25'00"E, a distance of 300.00 feet to the SE corner of this tract, a point on the north right-of-way of U.S. Highway 60;

Thence, continuing along said right-of-way, S66°35'00"W, a distance of 250.00 feet to the SW corner of this tract;

Thence, N23°25'00"W, a distance of 300.00 feet to the NW corner of this tract;

Thence, N66°35'00"E, a distance of 250.00 feet to the point of beginning of the tract hereon described, containing 1.722 acres of land, more or less.



VILLAGE OF MAGDALENA, NEW MEXICO
RESOLUTION NO. 2022-16

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN VILLAGE OF MAGDALENA, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$107,756 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING A NEW BACKHOE LOADER AND THE RESPECTIVE EQUIPMENT FOR THE GOVERNMENTAL UNIT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT WATER AND SEWER SYSTEM OF THE GOVERNMENTAL UNIT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS, CONCERNING THE LOAN AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; 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 LOAN AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Resolution unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not been pledged to secure the payment of any obligation, which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues, and shall not constitute a general

obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Deputy Clerk this Resolution and the form of the Loan Agreement, which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Resolution to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement which is required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF VILLAGE OF MAGDALENA, NEW MEXICO:

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement, including this Resolution.

"Aggregate Annual Debt Service Requirement" means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means the Mayor, Mayor Pro Tem and Deputy Clerk.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Completion Date” means the date of final payment of the cost of the Project.

“Expenses” means the cost of issuance of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest, if any, on the Loan Agreement as the same become due.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the Board of Trustees of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means the Village of Magdalena, New Mexico.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water and sewer services or facilities, or any other service, commodity or facility or any combination thereof furnished to the inhabitants in the Service Area.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption, and except as provided in Section 2.1(ee) of the Loan Agreement.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on the Term Sheet.

“NMSA” means the New Mexico Statutes Annotated, 1978, as amended and supplemented.

“Net Revenues” means the Gross Revenues after deducting Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the various Governmental Unit departments directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

- (e) The costs of audits of the books and accounts of the System;
- (f) Amounts required to be deposited in any rebate fund;
- (g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and
- (h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Parity Obligations" means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to the payment of the Loan Agreement Payments pursuant to this Resolution and as described on the Term Sheet.

"Program Account" means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement Principal Amount for disbursement to the Governmental Unit for payment of the costs of the Project.

"Project" means the project described in Exhibit "A" to the Loan Agreement.

"Resolution" means this Resolution No. 2022-16 adopted by the Governing Body on September 12, 2022 approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

"Service Area" means the area served by the System, whether situated within or without the limits of the Governmental Unit.

"State" means the State of New Mexico.

"System" means the municipally owned public utilities designated as the Governmental Unit's joint water and sewer system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Governmental Unit through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements

of or to the water and sewer utility service systems, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Governmental Unit designated by the Governing Body as part of the water and sewer utility service systems, whether situated within or without the limits of the Governmental Unit.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Trustee” means BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement is hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

Section 5. Loan Agreement - 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 residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$107,756 plus interest thereon, and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project; (ii) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of \$107,756, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, beginning on May 1, 2023 at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement. The form of the Loan Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement, with such changes, insertions and omissions that are consistent with this Resolution as may be approved by such individual Authorized Officers, and the Deputy Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and attest the same. The execution of the Loan Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision

or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Program Account, Finance Authority Debt Service Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held by the Finance Authority and to the Program Account. The Governmental Unit hereby approves the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account, all as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account and Finance Authority Debt Service Account shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

B. Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest, premium, if any, and other amounts due under the Loan Agreement, including sufficient Pledged Revenues in the Loan.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal, interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds, or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution, the Loan Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Resolution may be supplemented or amended by resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. This Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Loan Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. 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 15. 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 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and Deputy Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

(Form of Summary of Resolution for Publication)

Village of Magdalena, New Mexico
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2022-16, duly adopted and approved by the Governing Body of the Village of Magdalena, New Mexico, on September 12, 2022. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the Deputy Clerk, 108 N. Main Street, Magdalena, New Mexico 87825.

The title of the Resolution is:

VILLAGE OF MAGDALENA, NEW MEXICO
RESOLUTION NO. 2022-16

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN VILLAGE OF MAGDALENA, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$107,756 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING A NEW BACKHOE LOADER AND THE RESPECTIVE EQUIPMENT FOR THE GOVERNMENTAL UNIT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN

AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT WATER AND SEWER SYSTEM OF THE GOVERNMENTAL UNIT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS, CONCERNING THE LOAN AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; 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 LOAN AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 12TH DAY OF SEPTEMBER, 2022.

VILLAGE OF MAGDALENA, NEW MEXICO

By: _____
Richard Rumpf, Mayor

[SEAL]

ATTEST:

By: _____
Carleen Gomez, Deputy Clerk

Trustee _____ then moved adoption of the foregoing Resolution, duly seconded by Trustee _____.

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 Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the Deputy Clerk 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 MAGDALENA, NEW MEXICO

By: _____
Richard Rumpf, Mayor

[SEAL]

ATTEST:

By: _____
Carleen Gomez, Deputy Clerk

EXHIBIT "A"

Meeting Agenda
of the September 12, 2022
Board of Trustees Meeting

[SEE ATTACHED]

STATE OF NEW MEXICO
VILLAGE OF MAGDALENA
COUNTY OF SOCORRO

I, Carleen Gomez, the duly qualified and acting Deputy Clerk of the Village of Magdalena, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of Trustees of the Village of Magdalena, New Mexico (the "Governing Body"), constituting the governing body of the Governmental Unit had and taken at a duly called regular meeting held by video conference and at 108 N. Main Street, Magdalena, New Mexico 87825, on September 12, 2022, at the hour of 5:00 p.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement, 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 said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of October, 2022.

VILLAGE OF MAGDALENA, NEW MEXICO

By: _____
Carleen Gomez, Deputy Clerk

[SEAL]

6406622

Monthly Debt Service Schedule

Village of Magdalena

Backhoe Loader

Year	Month	Monthly Principal	Monthly Interest	Monthly Debt Service	Outstanding Principal
					\$ 107,756.00
2022					
	Dec	\$ 986.60	\$ -	\$ 986.60	\$ 106,769.40
2023	Jan	\$ 986.60	\$ -	\$ 986.60	\$ 105,782.80
	Feb	\$ 986.60	\$ -	\$ 986.60	\$ 104,796.20
	Mar	\$ 986.60	\$ -	\$ 986.60	\$ 103,809.60
	Apr	\$ 986.60	\$ -	\$ 986.60	\$ 102,823.00
	May	\$ 779.00	\$ -	\$ 779.00	\$ 102,044.00
	Jun	\$ 779.00	\$ -	\$ 779.00	\$ 101,265.00
	Jul	\$ 779.00	\$ -	\$ 779.00	\$ 100,486.00
	Aug	\$ 779.00	\$ -	\$ 779.00	\$ 99,707.00
	Sep	\$ 779.00	\$ -	\$ 779.00	\$ 98,928.00
	Oct	\$ 779.00	\$ -	\$ 779.00	\$ 98,149.00
	Nov	\$ 779.00	\$ -	\$ 779.00	\$ 97,370.00
	Dec	\$ 779.00	\$ -	\$ 779.00	\$ 96,591.00
2024	Jan	\$ 779.00	\$ -	\$ 779.00	\$ 95,812.00
	Feb	\$ 779.00	\$ -	\$ 779.00	\$ 95,033.00
	Mar	\$ 779.00	\$ -	\$ 779.00	\$ 94,254.00
	Apr	\$ 779.00	\$ -	\$ 779.00	\$ 93,475.00
	May	\$ 779.00	\$ -	\$ 779.00	\$ 92,696.00
	Jun	\$ 779.00	\$ -	\$ 779.00	\$ 91,917.00
	Jul	\$ 779.00	\$ -	\$ 779.00	\$ 91,138.00
	Aug	\$ 779.00	\$ -	\$ 779.00	\$ 90,359.00
	Sep	\$ 779.00	\$ -	\$ 779.00	\$ 89,580.00
	Oct	\$ 779.00	\$ -	\$ 779.00	\$ 88,801.00
	Nov	\$ 779.00	\$ -	\$ 779.00	\$ 88,022.00
	Dec	\$ 779.00	\$ -	\$ 779.00	\$ 87,243.00
2025	Jan	\$ 779.00	\$ -	\$ 779.00	\$ 86,464.00
	Feb	\$ 779.00	\$ -	\$ 779.00	\$ 85,685.00
	Mar	\$ 779.00	\$ -	\$ 779.00	\$ 84,906.00
	Apr	\$ 779.00	\$ -	\$ 779.00	\$ 84,127.00

Monthly Debt Service Schedule
Village of Magdalena
Backhoe Loader

Year	Month	Monthly Principal	Monthly Interest	Monthly Debt Service	Outstanding Principal
2026	May	\$ 779.00	\$ -	\$ 779.00	\$ 83,348.00
	Jun	\$ 779.00	\$ -	\$ 779.00	\$ 82,569.00
	Jul	\$ 779.00	\$ -	\$ 779.00	\$ 81,790.00
	Aug	\$ 779.00	\$ -	\$ 779.00	\$ 81,011.00
	Sep	\$ 779.00	\$ -	\$ 779.00	\$ 80,232.00
	Oct	\$ 779.00	\$ -	\$ 779.00	\$ 79,453.00
	Nov	\$ 779.00	\$ -	\$ 779.00	\$ 78,674.00
	Dec	\$ 779.00	\$ -	\$ 779.00	\$ 77,895.00
	Jan	\$ 779.00	\$ -	\$ 779.00	\$ 77,116.00
	Feb	\$ 779.00	\$ -	\$ 779.00	\$ 76,337.00
	Mar	\$ 779.00	\$ -	\$ 779.00	\$ 75,558.00
	Apr	\$ 779.00	\$ -	\$ 779.00	\$ 74,779.00
2027	May	\$ 779.00	\$ -	\$ 779.00	\$ 74,000.00
	Jun	\$ 779.00	\$ -	\$ 779.00	\$ 73,221.00
	Jul	\$ 779.00	\$ -	\$ 779.00	\$ 72,442.00
	Aug	\$ 779.00	\$ -	\$ 779.00	\$ 71,663.00
	Sep	\$ 779.00	\$ -	\$ 779.00	\$ 70,884.00
	Oct	\$ 779.00	\$ -	\$ 779.00	\$ 70,105.00
	Nov	\$ 779.00	\$ -	\$ 779.00	\$ 69,326.00
	Dec	\$ 779.00	\$ -	\$ 779.00	\$ 68,547.00
	Jan	\$ 779.00	\$ -	\$ 779.00	\$ 67,768.00
	Feb	\$ 779.00	\$ -	\$ 779.00	\$ 66,989.00
	Mar	\$ 779.00	\$ -	\$ 779.00	\$ 66,210.00
	Apr	\$ 779.00	\$ -	\$ 779.00	\$ 65,431.00
2028	May	\$ 779.00	\$ -	\$ 779.00	\$ 64,652.00
	Jun	\$ 779.00	\$ -	\$ 779.00	\$ 63,873.00
	Jul	\$ 779.00	\$ -	\$ 779.00	\$ 63,094.00
	Aug	\$ 779.00	\$ -	\$ 779.00	\$ 62,315.00
	Sep	\$ 779.00	\$ -	\$ 779.00	\$ 61,536.00
	Oct	\$ 779.00	\$ -	\$ 779.00	\$ 60,757.00
	Nov	\$ 779.00	\$ -	\$ 779.00	\$ 59,978.00
	Dec	\$ 779.00	\$ -	\$ 779.00	\$ 59,199.00
	Jan	\$ 779.00	\$ -	\$ 779.00	\$ 58,420.00
	Feb	\$ 779.00	\$ -	\$ 779.00	\$ 57,641.00
	Mar	\$ 779.00	\$ -	\$ 779.00	\$ 56,862.00
	Apr	\$ 779.00	\$ -	\$ 779.00	\$ 56,083.00

Monthly Debt Service Schedule

Village of Magdalena

Backhoe Loader

Year	Month	Monthly Principal	Monthly Interest	Monthly Debt Service	Outstanding Principal
2029	May	\$ 778.92	\$ -	\$ 778.92	\$ 55,304.08
	Jun	\$ 778.92	\$ -	\$ 778.92	\$ 54,525.17
	Jul	\$ 778.92	\$ -	\$ 778.92	\$ 53,746.25
	Aug	\$ 778.92	\$ -	\$ 778.92	\$ 52,967.33
	Sep	\$ 778.92	\$ -	\$ 778.92	\$ 52,188.42
	Oct	\$ 778.92	\$ -	\$ 778.92	\$ 51,409.50
	Nov	\$ 778.92	\$ -	\$ 778.92	\$ 50,630.58
	Dec	\$ 778.92	\$ -	\$ 778.92	\$ 49,851.67
	Jan	\$ 778.92	\$ -	\$ 778.92	\$ 49,072.75
	Feb	\$ 778.92	\$ -	\$ 778.92	\$ 48,293.83
	Mar	\$ 778.92	\$ -	\$ 778.92	\$ 47,514.92
	Apr	\$ 778.92	\$ -	\$ 778.92	\$ 46,736.00
2030	May	\$ 778.92	\$ -	\$ 778.92	\$ 45,957.08
	Jun	\$ 778.92	\$ -	\$ 778.92	\$ 45,178.17
	Jul	\$ 778.92	\$ -	\$ 778.92	\$ 44,399.25
	Aug	\$ 778.92	\$ -	\$ 778.92	\$ 43,620.33
	Sep	\$ 778.92	\$ -	\$ 778.92	\$ 42,841.42
	Oct	\$ 778.92	\$ -	\$ 778.92	\$ 42,062.50
	Nov	\$ 778.92	\$ -	\$ 778.92	\$ 41,283.58
	Dec	\$ 778.92	\$ -	\$ 778.92	\$ 40,504.67
	Jan	\$ 778.92	\$ -	\$ 778.92	\$ 39,725.75
	Feb	\$ 778.92	\$ -	\$ 778.92	\$ 38,946.83
	Mar	\$ 778.92	\$ -	\$ 778.92	\$ 38,167.92
	Apr	\$ 778.92	\$ -	\$ 778.92	\$ 37,389.00
2031	May	\$ 778.92	\$ -	\$ 778.92	\$ 36,610.08
	Jun	\$ 778.92	\$ -	\$ 778.92	\$ 35,831.17
	Jul	\$ 778.92	\$ -	\$ 778.92	\$ 35,052.25
	Aug	\$ 778.92	\$ -	\$ 778.92	\$ 34,273.33
	Sep	\$ 778.92	\$ -	\$ 778.92	\$ 33,494.42
	Oct	\$ 778.92	\$ -	\$ 778.92	\$ 32,715.50
	Nov	\$ 778.92	\$ -	\$ 778.92	\$ 31,936.58
	Dec	\$ 778.92	\$ -	\$ 778.92	\$ 31,157.67
	Jan	\$ 778.92	\$ -	\$ 778.92	\$ 30,378.75
	Feb	\$ 778.92	\$ -	\$ 778.92	\$ 29,599.83
	Mar	\$ 778.92	\$ -	\$ 778.92	\$ 28,820.92
	Apr	\$ 778.92	\$ -	\$ 778.92	\$ 28,042.00

Monthly Debt Service Schedule

Village of Magdalena

Backhoe Loader

Year	Month	Monthly Principal	Monthly Interest	Monthly Debt Service	Outstanding Principal
2032	May	\$ 778.92	\$ -	\$ 778.92	\$ 27,263.08
	Jun	\$ 778.92	\$ -	\$ 778.92	\$ 26,484.17
	Jul	\$ 778.92	\$ -	\$ 778.92	\$ 25,705.25
	Aug	\$ 778.92	\$ -	\$ 778.92	\$ 24,926.33
	Sep	\$ 778.92	\$ -	\$ 778.92	\$ 24,147.42
	Oct	\$ 778.92	\$ -	\$ 778.92	\$ 23,368.50
	Nov	\$ 778.92	\$ -	\$ 778.92	\$ 22,589.58
	Dec	\$ 778.92	\$ -	\$ 778.92	\$ 21,810.67
	Jan	\$ 778.92	\$ -	\$ 778.92	\$ 21,031.75
	Feb	\$ 778.92	\$ -	\$ 778.92	\$ 20,252.83
	Mar	\$ 778.92	\$ -	\$ 778.92	\$ 19,473.92
	Apr	\$ 778.92	\$ -	\$ 778.92	\$ 18,695.00
2033	May	\$ 778.92	\$ -	\$ 778.92	\$ 17,916.08
	Jun	\$ 778.92	\$ -	\$ 778.92	\$ 17,137.17
	Jul	\$ 778.92	\$ -	\$ 778.92	\$ 16,358.25
	Aug	\$ 778.92	\$ -	\$ 778.92	\$ 15,579.33
	Sep	\$ 778.92	\$ -	\$ 778.92	\$ 14,800.42
	Oct	\$ 778.92	\$ -	\$ 778.92	\$ 14,021.50
	Nov	\$ 778.92	\$ -	\$ 778.92	\$ 13,242.58
	Dec	\$ 778.92	\$ -	\$ 778.92	\$ 12,463.67
	Jan	\$ 778.92	\$ -	\$ 778.92	\$ 11,684.75
	Feb	\$ 778.92	\$ -	\$ 778.92	\$ 10,905.83
	Mar	\$ 778.92	\$ -	\$ 778.92	\$ 10,126.92
	Apr	\$ 778.92	\$ -	\$ 778.92	\$ 9,348.00
2034	May	\$ 779.00	\$ -	\$ 779.00	\$ 8,569.00
	Jun	\$ 779.00	\$ -	\$ 779.00	\$ 7,790.00
	Jul	\$ 779.00	\$ -	\$ 779.00	\$ 7,011.00
	Aug	\$ 779.00	\$ -	\$ 779.00	\$ 6,232.00
	Sep	\$ 779.00	\$ -	\$ 779.00	\$ 5,453.00
	Oct	\$ 779.00	\$ -	\$ 779.00	\$ 4,674.00
	Nov	\$ 779.00	\$ -	\$ 779.00	\$ 3,895.00
	Dec	\$ 779.00	\$ -	\$ 779.00	\$ 3,116.00
	Jan	\$ 779.00	\$ -	\$ 779.00	\$ 2,337.00
	Feb	\$ 779.00	\$ -	\$ 779.00	\$ 1,558.00
	Mar	\$ 779.00	\$ -	\$ 779.00	\$ 779.00
	Apr	\$ 779.00	\$ -	\$ 779.00	\$ 0.00
		\$ 107,756.00	\$ -	\$ 107,756.00	

Carleen Gomez

From: jessica orona <jorona@crecnm.org>
Sent: Friday, August 19, 2022 5:55 PM
To: Zamora, Veronica, DOH; Glenn Haven; Sheena Truillo; Jeffrey Tull; Ronald Hendrix; Deanna Duncan; odelgado@reserveschools.com; Bob Simpson; jgephart@reserveschools.com; Lynn Neidermayer; Andre Giron; 'Amanda Cox'; David Lackey; Anna Wastchak; timang@quemadoschools.org; Ivy Stover; Carleen Gomez
Cc: Maria Jaramillo; Govea, Richard, DCA
Subject: FY22-23 WCC MOUs and 479s
Importance: High

Good Afternoon All,

I hope you all had a decent week!

I want to provide you with an update regarding the WCC internet billing for July as you may have noticed that invoices have not yet been emailed out as I am waiting for updated figures from our consultant before I can proceed. Once I receive that updated information, I will be finalizing the MOUs for services that I normally send out each year; however, I will be extending the agreements out to match the length of our WNM agreement (3 years) so that I don't have to make you resign each year. In addition, I will be sending you the Form 479s that your district certifies each year regarding compliance with the Children's Internet Protection Act. I didn't want to piece mill these documents to you, so I have been waiting until all documents are complete before sending out for review and signature.

In addition, the E-Rate percent that the Consortium has been approved for 86% for FY22-23.

I appreciate your patience, but please let me know if you have any questions.

Thank you and have a great weekend!

Jessica R. Orona

Business Manager
REC# 5 Central Region Educational Cooperative
4216 Balloon Park Rd NE
Albuquerque, NM 87109

505-889-3412
505-889-3422 (fax)
jorona@crecnm.org



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Carleen Gomez

From: jessica orona <jorona@crecnm.org>
Sent: Thursday, September 1, 2022 3:54 PM
To: Ivy Stover; Carleen Gomez
Cc: Maria Jaramillo
Subject: WCC Form 479 & MOU for Funding Year 2022
Attachments: 21-479-3-Magdalena PL NM-WCC_2022.pdf; 3 - FY2023_WCC MOU_Magdalena Public Library.pdf

Good afternoon Ladies,

As part of the funding for internet and WAN services through the West Central Consortium, your entity must fill out the attached form 479 on an annual basis. I have prefilled out the attached Form 479 for the current funding year 2022; therefore, may I ask that you please review fill out, certify, and sign on behalf of Magdalena Library that you are the Admin Authority that one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services.

In addition, I have attached the FY22-25 West Central Consortium MOU based on the approved funding and WNM charges for your entity. Please note that I have put language in the MOU that once signed the agreement is effective July 1, 2022.

If you could please review, sign, and return both documents to me when complete, I would greatly appreciate it.

Please let me know if you have any questions.

Thank you,

Jessica R. Orona

Business Manager

REC# 5 Central Region Educational Cooperative

WE HAVE MOVED:

4216 BALLOON PARK RD NE
ALBUQUERQUE, NM 87109



Confidentiality Notice: This e-mail, including all attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited unless specifically provided under the New Mexico Inspection of Public Records Act. If you are not the intended recipient, please contact the sender and destroy all copies of this message.

**DO NOT SEND THIS FORM TO THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY
OR TO THE FEDERAL COMMUNICATIONS COMMISSION****Schools and Libraries Universal Service
Certification by Administrative Authority to Billed Entity of
Compliance with the Children's Internet Protection Act**

Please read instructions before completing.
(To be completed by the Administrative Authority and provided to your Billed Entity)

Administrative Authority's Form Identifier: 2022-Magdalena PL-NM-WCC____
Create your own code to identify THIS FCC Form 479.

Block 1: Administrative Authority Information

1. Name of Administrative Authority Magdalena Public Library	2. Funding Year 2022	
3. Mailing Address and Contact Information for Administrative Authority Street Address, P. O. Box or Route Number 108 N. Main Street		
City Magdalena	State NM	Zip Code 87825
Name of Contact Person Ivy Stover		
Telephone Number (575) 854-2361	Fax Number	Email Address library@villageofmagdalena.com

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Block 2: Certifications and Signature

- I am the Administrative Authority for one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services. The Administrative Authority must make the required certification(s) for the purposes of the Children's Internet Protection Act (CIPA) in order to receive discounted services.
- I recognize that I may be audited pursuant to this form and will retain for at least ten years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the funding request any and all records that I rely upon to complete this form.

Name of Administrative Authority Magdalena Public Library**Administrative Authority's Form Identifier** 2022-Magdalena PL-NM-WCC**Contact Person** Ivy Stover**Telephone Number** (575) 854-2361**Block 2: Certifications and Signature (Continued)**

6. I certify that as of the date of the start of discounted services:

- a ☒ the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).
- b ☐ pursuant to the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments:
- (FOR SCHOOLS and FOR LIBRARIES IN THE FIRST FUNDING YEAR FOR PURPOSES OF CIPA) is (are) undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA for the next funding year, but has (have) not completed all requirements of CIPA for this funding year.
- (FOR FUNDING YEAR 2003 ONLY: FOR LIBRARIES IN THE SECOND OR THIRD FUNDING YEAR FOR PURPOSES OF CIPA) is (are) in compliance with the requirements of CIPA under 47 U.S.C. § 254(l) and undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA under 47 U.S.C. § 254(h) for the next funding year.
- c ☐ the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), does not apply because the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments is (are) receiving discount services only for telecommunications services.

CIPA Waiver. Check the box below if you are requesting a waiver of CIPA requirements for the Second Funding Year after the recipients of service under your administrative authority have applied for discounts:

- d ☐ I am providing notification that, as of the date of the start of discounted services, I am unable to make the certifications required by the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), because my state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification(s) otherwise required. I certify that the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments will be brought into compliance with the CIPA requirements before the start of the Third Funding Year in which they apply for discounts.

(CIPA WAIVER FOR LIBRARIES FOR FUNDING YEAR 2004. Check the box above if you are requesting this waiver of CIPA requirements for Funding Year 2004 for the library(ies) under your administrative authority that has (have) applied for discounts for Funding Year 2004. By checking this box, you are certifying that the library(ies) represented in the Funding Request Number(s) on this FCC Form 479 will be brought into compliance with the CIPA requirements before the start of the Funding Year 2005.)

The certification language above is not intended to fully set forth or explain all the requirements of the statute.

7. Signature of authorized person

8. Date

9. Printed name of authorized person

10. Title or position of authorized person

11. Telephone number of authorized person

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PER, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

A paper copy of this form, with a signature in Block 2, Item 7, must be mailed or delivered to your Billed Entity.

MEMORANDUM OF UNDERSTANDING

West Central Consortium

PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the following entities: **Magdalena Public Library and Central Region Educational Cooperative REC5.**

These entities are applying to the Federal Communication Commission (FCC) Schools and Libraries Division E-Rate program as applicant members (herein also called members) of this consortium (Consortium) for funding year **FY2022-2025**. The purpose of this MOU is to establish the framework through which, if the E-Rate program approves their application, the applicant group (Consortium) will collaborate, articulate and distribute the specific roles and responsibilities of each applicant member in implementing the services requested under E-Rate 470# 22000312.

RESPONSIBILITIES OF THE PARTIES

Parties understand that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of law and regulation that govern their individual activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time any partner is unable to perform its functions under this MOU consistent with such partner's statutory and regulatory mandates, the affected partner shall immediately provide written notice to the others to establish a date for mutual resolution of the conflict.

Lead Applicant and Fiscal Manager will:

The Lead Applicant will assume administrative duties in order to comply with E-rate rules on behalf of the Consortium and will serve as the fiscal agent and procurement officer for the Consortium in the event a grant is awarded. As fiscal agent, Lead Applicant understands that it is responsible for but not limited to the following: procurement process, contract management, coordinating discounted and non-discounted payments, and being aware of and submitting E-Rate forms as required. The Lead Applicant will ensure that the project is carried out by the Consortium in accordance with E-Rate requirements. Lead Applicant and Fiscal Agent responsibilities-

- E-Rate filing for program participation and compliance
- E-Rate archiving of bid documents, invoices, correspondence, CIPA compliance
- Coordinate Consortium payments to vendors
- Management of Consortium Letters of Agency to maintain E-Rate eligibility

Lead Applicant and fiscal agent is Central Region Educational Cooperative — REC#5 for purposes of signing this MOU.

Participating Member Responsibilities will:

Each participating MEMBER agrees to—

- 1) Pay its portion of the discounted and non-discounted fees on time, including the incurred procurement CREC admin fee of 8%. See Exhibit A for a breakdown by MEMBER.
- 2) Be aware of and submit any required documentation for E-Rate compliance.

- 3) Assure site access and other logistical coordination during the duration of the construction process.

JOINT RESPONSIBILITIES FOR COMMUNICATIONS AND DEVELOPMENT OF TIMELINES

Each member of the Consortium agrees to the following joint responsibilities--

- 1) Within 30 days of Funding Commitment Decision Letter (FCDL) members will convene
 - a. review network design to
 - I. Finalize contract terms.
 11. Develop a timeline and assign areas of responsibility.
- 2) Within 30 days of FCDL all members must convene and adopt an agreement for the operation and long-term maintenance of the fiber optic network, including but not limited to the following elements:
Governance structure, identifying and articulating E-Rate administrative responsibilities, long-term management of the network, assurance of fiscal accountability, and providing for a network operations center (NOC) services.

ASSURANCES

Each member of the Consortium hereby assures and represents that it:

- 1) Agrees to be bound to every statement and assurance made by the Lead Applicant in the application;
- 2) Has all requisite power and authority to execute this MOU;
- 3) Is familiar with the consortium application and is committed to working collaboratively
 - a. to meet the responsibilities specified in this MOU
 - b. to ensure that the proper elements and commitments are in place to provide dependable telecommunications service, support, and delivery to the members of the West Central Consortium, and
 - c. to maintain the integrity of the network;

Will comply with all E-Rate rules and member responsibilities in the execution of services awarded for successful project completion

INDEMNIFICATION

Parties to this agreement indemnify, defend and save harmless the Parties, State or local governments, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged in the performance of this MOU.

TERMINATION PROVISIONS

Notification of termination shall be given to all Parties at least 30 days prior to the intended date of termination. Notification of termination shall not relieve the terminated partner of the obligation to complete duties imposed prior to the date of termination.

EXTENSION

Partner to this Memorandum may extend the agreement for a specified time. Any notification of extension must be by mutual agreement and must be in writing. Notification of intention to extend the agreement must be given at least 30 days prior to the expiration of the agreement. Any extension of or amendment to this Memorandum will be pursuant to the terms stated herein.

Parties agree to review this agreement at least annually and provide written suggestions as to recommended changes, clarifications, deletions or additions. An addendum signed by the authorized representatives of each partner shall be sufficient to modify the agreement.

AMENDMENT

This Memorandum shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto.

NOTICE OF FAILURE TO PERFORM

If any partner to this agreement is dissatisfied with the performance of any of the obligations imposed on the other partner, under the terms of this Memorandum, the dissatisfied partner shall give written notice to the non-performing partner of the duties which the dissatisfied partner believes have not been performed. The non-performing partner shall have 10 days in which to correct any failure to perform the duties so specified or to communicate with the dissatisfied partner to resolve any disagreement between the Parties.

SCOPE OF AGREEMENT

This Memorandum 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 Memorandum. No prior agreement or understandings verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Memorandum.

FUNDS ACCOUNTABILITY AND ACCOUNTING

The Parties hereto agree that each shall maintain appropriate records for strict accountability for all receipts and disbursements of funds transferred or expended pursuant to this Memorandum, pursuant to established federal and New Mexico cost accounting requirements.

LIABILITY

Parties shall each be responsible for their respective liability. No partner shall be responsible for the liability of the other partner as a result of acts or omissions in connection with the performance of this Memorandum.

SCOPE OF CONTRACT

This Memorandum incorporates all the contracts, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, contracts and understandings have been merged into this written Memorandum. No prior contract or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Memorandum.

SUBCONTRACTING

Parties may not subcontract any portion of this Memorandum without obtaining the prior written approval of the remaining Parties.

DURATION OF AGREEMENT

This Agreement shall be in force throughout the **2022-2025** fiscal year. This MOU shall be effective beginning **July 1, 2022**. If an FCDL is obtained, this MOU shall terminate upon completion of the project as defined by the E-Rate rules. In the event an FCDL is not obtained, this MOU shall terminate and be of no further force or effect.

SIGNATURES

In Witness Whereof, the Parties to this MOU execute this agreement.

Magdalena Public Library

Name

Title

Date

*Central Region Educational Cooperative
REC5*



Name

Executive Director

Title

07/15/22

Date

West Central Consortium

Exhibit A - Breakdown by Member

MRC: IA Cost Breakout per Entity:	Bandwidth Appportioned	MB/GB	%	\$ IA	\$ WAN	\$ Total	E-rate %	Net After E-rate	8% CREC Admin Fee (Monthly)
Magdalena Public Library	50	MB	0.05	\$ 180.21	\$ 1,069.09	\$ 1,249.30	86%	\$ 174.90	\$ 13.99

***plus taxes, surcharges and fees**

There will also be a one time upgrade NCR of \$1,500 that will be billed to each entity on a percent basis at some point in the beginning of the fiscal year. Magdalena's portion will be \$75 plus tax, surcharges, fees, etc.

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU**

**PROJECT #RAID-FY23-08
RECYCLING AND ILLEGAL DUMPING FUND GRANT AGREEMENT**

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by the New Mexico Environment Department (“NMED”) and the Village of Magdalena (“GRANTEE”) (collectively, “the parties”).

WHEREAS, the New Mexico Legislature has enacted the Recycling and Illegal Dumping Act, NMSA 1978, §§ 74-13-1 to -20, (“RAIDA”) which establishes the Recycling and Illegal Dumping Fund, NMSA 1978, Section 74-13-19; and

WHEREAS, §§ 74-13-17 and 74-13-19 of the Recycling and Illegal Dumping Act authorizes NMED to make grants to counties, municipalities, Indian nations, pueblos, tribes, land grant communities, cooperative associations, or solid waste authorities for the abatement of illegal dumpsites, for processing, transportation or recycling of all recyclable materials and scrap tires, for providing funds to public landfills in New Mexico to offset the cost of collecting or recycling of tires and for carrying out the provisions of the Recycling and Illegal Dumping Act; and

WHEREAS, the GRANTEE is a municipality established under NMSA 1978 §§ 3-1-1 to -66-11; and

WHEREAS, the GRANTEE is eligible, pursuant to the RAIDA, Section 74-13-17, and the Recycling, Illegal Dumping and Scrap Tire Management Regulations, 20.9.20 NMAC for said grant funds for the purpose of obtaining reimbursement funds for eligible projects; and

WHEREAS, NMED is empowered, pursuant to NMSA 1978, Section 74-1-6, to enter into this agreement;

NOW THEREFORE, the parties agree to the following:

ARTICLE 1 FUNDING

Pursuant to Sections 74-13-17 and 74-13-19 of the RAIDA, NMED grants funds in the amount of up to **TWENTY NINE THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS (\$29,985.00)**, including Gross Receipts Tax, to the GRANTEE for the execution of the project as referenced in Article 5 and defined in the Project Description (Exhibit A) (“Project”). Such grant funds shall be provided to the GRANTEE as reimbursement for allowable costs as defined in Article 10.

ARTICLE 2 EFFECTIVE DATE AND TERM OF AGREEMENT

This grant agreement shall become effective upon the signatory execution by the Secretary of Environment and shall expire on **JUNE 30, 2023**, if not earlier terminated as provided in Article

17 of this Agreement. No funds shall be expended nor work undertaken unless and until this Agreement is executed by the Secretary of Environment.

If the Project cannot be completed within the term of this Agreement, the GRANTEE shall notify NMED in writing at least sixty (60) days prior to the expiration date of the term. The notification shall include an explanation of and reason for the inability for the GRANTEE to meet the term deadline, and a proposed amended term date. NMED shall, at its sole discretion, determine whether to amend this Agreement to extend its term.

ARTICLE 3 SPECIAL TERMS AND CONDITIONS

The parties agree that:

A. Grant funds shall not be used to pay, refund, renew, roll over, retire or replace any other obligations previously issued or incurred by the GRANTEE.

B. GRANTEE shall provide a written assurance signed by signatory authority that the GRANTEE has proper title, easements, leases, and rights-of-way to the property upon which any facility associated with the grant funding is to be constructed or improved.

C. NMED shall reimburse GRANTEE for expenditures only as described in Article 10 and only if incurred after execution of this Agreement by the Secretary of Environment and after a purchase order from NMED has been received by the GRANTEE.

ARTICLE 4 GRANT CONTRIBUTIONS

The parties recognize that the costs of the Project may exceed **TWENTY NINE THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS (\$29,985.00)** and, in such event, the GRANTEE shall contribute the difference between the total cost of the Project and the funds available from NMED under this grant agreement plus any matching funds, or the scope of work (Article 5) shall be reduced, subject to NMED's right of prior approval as provided in Article 5 of this grant agreement.

ARTICLE 5 SCOPE OF WORK

The GRANTEE shall implement, in all respects, the project outlined in the Project Description, attached as Exhibit A, the Budget, attached as Exhibit B, the Work Plan and Schedule, attached as Exhibit C, and the Work / Reimbursement Schedule, attached as Exhibit D.

The GRANTEE shall not change the Project Description without (i) submitting a written request to NMED and obtaining NMED's written approval of the change and (ii) an amendment of the Agreement, if necessary.

The GRANTEE shall submit quarterly reports to NMED. Quarters shall end on March 31, June 30, September 30 and December 31. Quarterly reports shall:

1. be submitted at the end of each quarter;
2. be provided in narrative form and adequately summarize the quarter's Project activities;
3. summarize the Project's progress, status, and milestones;
4. include revised work plans or timelines as necessary;
5. include a description of any issues that may hinder timely completion of the project and proposed solutions;
6. include a discussion of future Project activities;
7. include an itemized list of any requests for reimbursements for that quarter, evidence of payments (copies of invoices, vouchers, cancelled checks) and any other relevant supporting documents; and
8. include all reimbursement requests and written support documentation for purchases of services, goods and/or equipment received in each quarter.

ARTICLE 6 ADMINISTRATIVE PROCEDURES

Upon execution of this Agreement, the GRANTEE shall follow the procedures listed below unless waived in writing by NMED.

A. Copies of any pre-existing agreements or executed contracts that the GRANTEE proposes for use during the Project shall be submitted to NMED for review approval prior to any performance or expenditure, if deemed necessary by NMED. If NMED determines that any such contract or agreement is invalid, this Agreement may be terminated by NMED upon written notification.

B. All purchases made using grant funds shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-1 to -199. The Grantee shall submit confirmation of Procurement Code compliance with all reimbursement requests. If funds are to be used for the purchase of equipment, services, construction supplies, or other approved items of tangible personal property for the purposes of completion of the Agreement, quotes must be obtained in accordance with New Mexico Procurement Code, unless home rule charter purchasing ordinances apply. Quotes must be submitted to NMED for approval prior to purchase and must be valid at the time of purchase. As allowed under NMSA 1978, Section 13-1-98(K), municipalities that have adopted a home rule charter and having enacted their own purchasing ordinances may follow the municipality purchasing ordinance. A copy of Grantee's municipal purchasing ordinance shall be provided to NMED upon signature of the Grant Agreement. In the event that the Grantee's municipal purchasing ordinance does not contain specific quote or bidding procedures or source selection for procurement, the New Mexico Procurement Code shall prevail. As allowed under Section 13-1-98(GG) of the Procurement Code, Indian nations, tribes or pueblos may follow their procurement policy, should they have one. If Indian nations, tribes or pueblos do not have their own procurement policy, they must comply with New Mexico Procurement Code, NMSA 1978, §§ 13-1-1 to -199 for all purchase made using grant funds. Failure to follow applicable procurement regulations will result in non-payment of the amount in question.

C. The GRANTEE is permitted to make cumulative transfers among budget categories to meet unanticipated requirements that do not exceed or are not expected to exceed ten percent of the total approved budget.

D. Request for Proposals ("RFP") for professional services and/or other services shall comply with the New Mexico Procurement Code, unless home rule charter purchasing ordinances apply. If grant funds are to be used for professional services, the GRANTEE shall submit documentation regarding the selection process used or that will be used and a copy of the RFP or RFQ, if applicable, to NMED for review and approval prior to selecting professional services.

E. Invitations to Bids ("ITB") for items of tangible personal property, construction, or services shall comply with the New Mexico Procurement Code, unless home rule charter purchasing ordinances apply. The GRANTEE shall submit documentation regarding the selection process used or that will be used and a copy of the ITB, if applicable, to NMED for review and approval prior to selection.

F. If grant funds are to be used for engineering design or for construction, the GRANTEE shall submit all plans, specifications, and any addenda or change orders to NMED for review and approval before the project is advertised for construction bids, if deemed necessary by NMED. Plans and specifications shall be prepared and stamped by a registered New Mexico Professional Engineer.

G. The GRANTEE shall submit all modifications to plans and contracts in writing to NMED for written approval prior to implementation of such modification. NMED's decision approving or disapproving the modification shall be made in a timely manner in writing to the GRANTEE. If immediate action is needed, a verbal notification of NMED's decision will be made, followed by written notification.

H. The GRANTEE shall submit requests for reimbursement to NMED in a timely manner and in accordance with Article 9. Requests for reimbursement and supporting documentation must be submitted during the same state fiscal quarter as the costs are incurred (the state fiscal year is July 1 to June 30.) Requests for reimbursement for eligible expenses completed within the last 60 days in a fiscal year shall be submitted to NMED within the first week of July, or as instructed by the grant administrator.

I. NMED may require proof of deposit and/or proof of payment to contractors or consultants, including the disbursement of funds from other sources used for the Project.

J. The Project will not be considered complete until the work as defined in this Agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

ARTICLE 7 NMED REVIEW

NMED inspection, review, and approval are for purposes of compliance with applicable State grant requirements, procedures, and regulations only. NMED approval shall not be interpreted as any warranty or guarantee, and all defects and their correction shall be the responsibility of the

GRANTEE. Approval of plans and design of the Project indicates only that the submitted plans are complete and in compliance with applicable State grant requirements, procedures, and regulations. The GRANTEE shall be responsible for the completion and success of the Project. Approval by NMED does not relieve the GRANTEE of any legal obligations or responsibilities, including obligations and responsibilities under the RAIDA.

NMED shall have the right to examine all installations comprising the project, including materials intended for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans.

NMED shall have the right to inspect and audit all quote sheets, bids, proposals and contracts for compliance before any services, work or goods are received. NMED's approval to proceed with procurement does not release the GRANTEE from their responsibility for compliance with all procurement rules and regulations.

ARTICLE 8 OPERATIONS AND MAINTENANCE

The GRANTEE shall perform all operation and maintenance of the Project.

ARTICLE 9 COMPENSATION AND METHOD OF PAYMENT

A. No expenditure of funds by GRANTEE in anticipation of reimbursement pursuant to this Agreement is authorized prior to execution of this Agreement by the Secretary of Environment and the acquisition of a State Purchase Order by NMED.

B. For satisfactory performance of all work and services required under the terms of this Agreement, NMED shall reimburse the GRANTEE for actual costs and Gross Receipts Tax incurred, up to the limit set forth in Article 1. NMED shall reimburse the GRANTEE when NMED determines, in its sole discretion, that expenditures have been properly documented. Copies of all applicable vouchers paid shall be submitted to NMED with requests for reimbursement. All requests for reimbursement shall be prepared by the GRANTEE in the manner required by NMED, and submitted using forms provided by NMED, and shall be accompanied by the appropriate supporting documentation to assure that those costs being reimbursed are correct and within the approved scope of work as described in Exhibit A. Requests for reimbursement shall include expenditures to date by approved budget category (Exhibit B). Failure to provide timely, accurate periodic requests for reimbursement may result in the forfeiture of grant funds or significant delay in payment. Payment will not be authorized for any reimbursement request submitted after the date specified in ARTICLE 6(G) of this grant agreement.

C. Interim payments will be made as the work progresses for properly prepared reimbursement requests. The GRANTEE shall prepare and certify requests for reimbursement for interim payments in the quarter that the services, goods or equipment was completed and received. Interim payments for approved services shall be made in accordance with the approved contracts or agreements for those services. All reimbursement requests shall be signed by the chief financial officer and certified procurement officer as designated in Article 21, except for Indian nations, tribes, and pueblos who must have all reimbursement requests signed by only the chief financial

officer. In the event that chief financial officer or certified procurement officer is no longer employed by the GRANTEE, the persons occupying those positions shall sign reimbursement requests. By signing the reimbursement request, the GRANTEE acknowledges that any procurement not compliant with applicable procurement regulations will result in non-payment of the amount in question, that expenditures have been made in accordance with the grant agreement, and that payment from NMED has not been received at the time the request is submitted. Failure to obtain appropriate signatures will result in non-payment of the amount in question. All reimbursement requests shall be prepared and submitted using the NMED-approved format and include copies of checks and invoices.

D. Interim or final payment by NMED may be withheld until such time as NMED determines, in its sole discretion, that the GRANTEE has complied with the terms of this grant agreement, including all administrative procedures (Article 6).

E. When multiple funding sources are used to complete the Project, the project Budget (Exhibit B) shall identify all funding sources and the line item to which funds are allocated from each source.

F. Any grant funds which remain unexpended after all conditions of this Agreement have been satisfied will revert to the Recycling and Illegal Dumping Grant Fund.

G. The funds referred to in Article 1 shall constitute full and complete payment of monies to be received by the GRANTEE from NMED.

H. Notwithstanding the other provisions of this article, five percent (5%) of the total grant amount may be withheld by NMED until NMED has determined in its sole discretion that the Project is at least ninety percent 90% complete. This amount may be withheld by NMED pending final Project inspection by NMED, submission by the GRANTEE of a final report, and acceptance of the Project by NMED. Final Project inspection by NMED shall be performed promptly and the results shall be conveyed to the GRANTEE in writing if deficiencies are found. The Project will not be considered complete until the work defined in this Agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

I. Upon project completion, final payment shall not be made by NMED until after a final inspection has been conducted by Solid Waste Bureau staff. If the GRANTEE has contracted or subcontracted with others, the GRANTEE shall provide the following items for review and approval by NMED:

1. A final reimbursement request including the final certified pay request approved by the GRANTEE's signatory authority;
2. A written affirmation or certification letter that includes the following:
 - a) A brief narrative stating that the GRANTEE has confirmed that all Project work has been satisfactorily completed and that all contractors and subcontractors have fulfilled all of the obligations required under the contract documents with the GRANTEE regarding the date of successful completion of the Project;

- b) For contracts that exceed \$60,000 for contractor or subcontractor costs, a certification by the GRANTEE that describes how the Labor Standards Contract Provisions have been met;
3. A complete legally effective release or waivers (satisfactory to the GRANTEE) of liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under;
4. A written consent of the surety, if any, to final payment; and
5. GRANTEE's ledger sheets, including all payments made by the GRANTEE, may be requested with the final reimbursement request, and before the final reimbursement request is processed by NMED.

J. Upon project completion, final payment shall not be made by NMED until after a final report has been submitted to NMED. At a minimum, the final report shall include the following:

1. A narrative description of the Project including photographs of any equipment or construction (pictures of before and after and progress during construction, and photographs of the project at completion);
2. A list of all major equipment (e.g., loaders, 40-yard cubic bins, waste compactors, tractor trailers) and the cost of such equipment purchased under the terms of this Agreement;
3. A narrative description and photographs of all construction projects that were partially or completely funded under the terms of this Agreement;
4. Any other information requested in writing by NMED.

ARTICLE 10 ALLOWABLE AND UNALLOWABLE COSTS

The parties agree that allowable costs shall be limited to those costs that are necessary, reasonable, and directly related to the efficient achievement of the objectives of this Agreement as defined in Exhibit A. GRANTEE shall justify, in accordance with NMED criteria and procedures, all expenditures for which it requests reimbursement. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the GRANTEE provides sufficient justification.

Unallowable costs include but are not limited to: administrative expenses (including grant application preparation), costs of GRANTEE employees not directly employed at the solid waste facility, late fees, interest or penalties, and, in accordance with Article 23, any Special Terms and Conditions. Unallowable costs shall be paid by the GRANTEE.

ARTICLE 11 ACCOUNTING

Funds received by the GRANTEE from NMED and all other funding sources for the Project shall be established as separate identifiable ledger accounts or be deposited in separate bank accounts. The GRANTEE shall comply with generally accepted accounting principles to account for all funds.

ARTICLE 12 RECORDS/AUDIT AND INSPECTION

The GRANTEE shall maintain books, records, documents, and other evidence sufficient to substantiate the costs incurred in the performance of this Agreement. The Project site and GRANTEE facilities that are in any part the subject of this Agreement, including all books, records, documents, ledgers, and other evidence required by this article, shall be preserved and made available to NMED, the State Auditor and/or his agent(s) during the Agreement term and for a period of six (6) years from date of final payment. If, upon expiration or termination of this Agreement, NMED has questions concerning proper expenditure of funds and has conveyed such to GRANTEE in writing, the GRANTEE shall preserve and make available all books, records, documents, ledgers, and other evidence relating to this Agreement until such questions are resolved and the GRANTEE has received written notice to that effect from NMED. This article applies to all contracts led by the GRANTEE and costs that are to be claimed for reimbursement.

ARTICLE 13 CERTIFICATION

By signing this Agreement, the GRANTEE gives assurance and certifies that:

- A. The GRANTEE possesses legal authority to make application for these funds and to execute this agreement;
- B. If required by applicable local rule or ordinance, the GRANTEE's current governing body has duly adopted or passed a resolution authorizing the person(s) identified as the official representative of the GRANTEE to submit any documents pertaining to the project, along with all understandings and assurances contained in this Agreement.
- C. If required by applicable local rule or ordinance, the resolution also identifies the person(s) with signatory authority for the GRANTEE (the person(s) authorized to submit and sign reimbursement requests to NMED). The GRANTEE shall provide a copy of the resolution to NMED with the signed Agreement.
- D. The GRANTEE will provide or appropriately obtain all necessary qualified personnel, material, and facilities to implement the Project described in this Agreement.
- E. The GRANTEE will only use subcontractors if approved by NMED for the completion of the scope of work as specified in Exhibits A and B herein.
- F. The GRANTEE will comply with federal, State and local statutes, regulations, policies, guidelines and any other requirements with respect to the acceptance and use of funds for this Project.
- G. When real property, easement, or other right to use real property is acquired by the GRANTEE, either through purchase or donation, as a part of this Project and within the Agreement term, the GRANTEE will submit documentation of title pertaining to such property, easement, or rights-of-way to NMED.

H. No officer or employee of the GRANTEE or its designees or agents, or member of the governing body of the locality in which the project is situated during his/her tenure or for one year after his/her tenure, will have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the project under this Agreement. The GRANTEE will incorporate a provision prohibiting such interest pursuant to the purposes of this certification in all related contracts or subcontracts.

I. Assistance from the State of New Mexico will be acknowledged on all Project signs that acknowledge Project funding sources. The Project signs will include the name of the Project, the name of the GRANTEE, total cost of the Project and a listing of the financial participation by dollar amount from all sources.

ARTICLE 14 OCCUPATIONAL SAFETY

The GRANTEE agrees to take affirmative action to ensure that the Project is conducted in conformance with federal and State laws and regulations relating to occupational health and safety. Authorized inspectors from NMED's Occupational Health and Safety Bureau shall have unobstructed access to Project sites and shall not be impeded in any way from performance of their duties. These provisions shall be included in any contract related to this Agreement.

ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY

The GRANTEE agrees to abide by all federal and state laws, 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, rules, regulations, and executive orders of the Governor of the State of New Mexico, the GRANTEE agrees to assure that no person will, on the grounds of race, color, national origin, gender, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or otherwise be subject to, discrimination under any activity performed under this Agreement. If GRANTEE is not in compliance with these requirements during the life of this Agreement, GRANTEE agrees to take appropriate steps to correct any such deficiencies.

ARTICLE 16 SCOPE OF AGREEMENT AND AMENDMENTS

This grant agreement constitutes the entire and exclusive Agreement between the GRANTEE and NMED with respect to the Project. This Agreement supersedes any and all prior agreements, discussions, communication, representation, or negotiations, written or verbal. The parties may amend this Agreement if the amendment is in writing and signed by both parties.

ARTICLE 17 TERMINATION

NMED shall have the right to terminate this Agreement if at any time in the judgment of NMED the terms of the Agreement have been violated or the activities described in the attached exhibits are not progressing satisfactorily. This Agreement may also be terminated for failure to provide adequate deliverables within the agreed upon time frames, non-performance of tasks, or for

missing two consecutive quarterly report deadlines as mutually agreed upon in work plan dates, proper procurement has not been followed or any other reasons as determined by NMED.

The above-mentioned time frames include, but are not limited to, those specified in Exhibit D (Work / Reimbursement Schedule).

Termination shall be effected by sending written notice to the GRANTEE and is effective upon receipt or as determined by NMED in the termination letter. The GRANTEE shall accept as final NMED's decision as to terminate the Agreement.

Upon termination, NMED may demand a refund of all or part of the funds disbursed to the GRANTEE.

ARTICLE 18 APPROPRIATIONS

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

ARTICLE 19 LIABILITY

As between NMED and the Grantee, each party shall be responsible for liability arising from personal injury or damage to persons or property by its own agents or employees in the performance of this Agreement, subject in all instances to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 to -30, and any amendments thereto.

ARTICLE 20 NMED REPRESENTATIVE / SIGNATORY AUTHORITIES

NMED hereby designates the person(s) listed below as the official NMED Representative(s) responsible for overall supervision of the Project and the official NMED Signatory Authority(s).

NMED REPRESENTATIVE(s)

Name: Amanda Otieno
Outreach Specialist

Phone: (505) 795-1502
E-mail address: Amanda.Otieno@state.nm.us

Address: 1190 Saint Francis Dr. # N2150, PO Box 5469, Santa Fe, New Mexico 87502-5469

NMED SIGNATORY AUTHORITY(S)

Name: James C. Kenney, Cabinet Secretary

Phone: (505) 827-2855

Address: Attn: Amanda Otieno 1190 Saint Francis Dr. # N2150, PO Box 5469, Santa Fe, New Mexico 87502

ARTICLE 21 GRANTEE REPRESENTATIVE / SIGNATORY AUTHORITY

The GRANTEE hereby designates the person(s) listed below as the official GRANTEE Representative(s) responsible for overall supervision of the Project and the official GRANTEE Signatory Authority(s). The Signatory Authority must be a mayor; city or county manager; chairman of a county commission; director of a solid waste authority; governor of a pueblo, tribe or nation; or chairman or executive director of a cooperative association. The Chief Financial Officer must be the senior manager responsible for overseeing all financial activities for the GRANTEE.

GRANTEE REPRESENTATIVE(S)

Name: Richard Rumpf Phone: (575) 854-2261

E-mail address: mayor@villageofmagdalena.com

Address: P.O. Box 145, Magdalena, NM 87825

GRANTEE SIGNATORY AUTHORITY(S)

Name: Richard Rumpf Phone: (575) 854-2261

E-mail address: mayor@villageofmagdalena.com

Address: P.O. Box 145, Magdalena, NM 87825

GRANTEE CHIEF FINANCIAL OFFICER

Name: Michael Steininger Phone: (505) 239-9806

E-mail address: msteininger@rebmgmtllc.com

Address: 74 Escudo Drive, Belen, NM 87002-2939

GRANTEE CERTIFIED PROCUREMENT OFFICER*

Name: Richard Rumpf Phone: (575) 854-2261

E-mail address: mayor@villageofmagdalena.com

Address: P.O. Box 145, Magdalena, NM 87825

*Indian nations, tribes, and pueblos may leave this section blank.

ARTICLE 22 NOTICE

The GRANTEE shall provide notice to all contractors that the Procurement Code imposes civil and criminal penalties for its violation and that the New Mexico criminal statutes impose felony penalties for illegal bribes, kick-backs or rebates.

ARTICLE 23

SPECIAL TERMS AND CONDITIONS

None.

SIGNATURES

GRANTEE SIGNATORY AUTHORITY:

Name

Title

Date

GRANTEE Chief Finance Officer:

Name

Title

Date

NMED:

James C. Kenney, Cabinet Secretary

Date

**EXHIBIT A
PROJECT DESCRIPTION**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND – GRANT # RAID-FY23-08**

NAME OF GRANTEE: Village of Magdalena

FOR: Tire and Scrap Metal/White Goods Recycling Events

Project Description: To address the continued removal of tires and scrap metal/white goods from the Village of Magdalena, bins will be purchased and used to host monthly collection events of tires and metals for recycling. The collection events will be advertised using vinyl banners and flyers.

Reimbursable expenses include: The purchase of multiple 40-yard and 20-yard bins, tipping and hauling fees for the collection of scrap tires and scrap metals, and the purchase of vinyl banners and flyers for advertisement.

**EXHIBIT B
BUDGET**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND – GRANT # RAID-FY23-08**

**NAME OF GRANTEE: Village of Magdalena
FOR: Tire and Scrap Metal/White Goods Recycling Events**

Classification	NMED Funds
Abatement Costs	\$6,903.00
Professional Services	
Construction Costs	
Equipment Costs	\$19,840.50
Other Costs	\$243.00
Contingency	\$2,998.5
Total	\$29,985.00
Specify other costs not noted above: Vinyl banners and flyers for advertising monthly collection events	
Total: \$29,985.00	

**EXHIBIT C
PROJECT SCHEDULE**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND – GRANT # RAID-FY23-08**

NAME OF GRANTEE: Village of Magdalena
FOR: Tire and Scrap Metal/White Goods Recycling Events

	2022						2023					
	Quarter 1			Quarter 2			Quarter 3			Quarter 4		
Project Task	July	August	September	October	November	December	January	February	March	April	May	June
Quarterly Reports Due			X			X			X			X
Obtain quotes to purchase multiple 40-yard and 20-yard bins, tipping/hauling fees, vinyl banners, and flyers			X									
Purchase multiple 40-yard and 20-yard bins			X	X	X							
Purchase vinyl banners and flyers			X	X	X							
Host monthly collection events			X	X	X	X						
Submit project completion survey, photos, and final reimbursement request								X				

EXHIBIT D
WORK / REIMBURSEMENT REQUEST SCHEDULE

NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND – GRANT # RAID-FY23-08

NAME OF GRANTEE: Village of Magdalena
FOR: Tire and Scrap Metal/White Goods Recycling Events

Reporting Period	Quarter 1	Quarter 2	Quarter 3	Quarter 4
	July – September	October – December	January-March	April - June
Tasks expected to be completed during period	<p>Submit quarterly report for Q1</p> <p>Obtain quotes to purchase multiple 40-yard and 20-yard bins, tipping/hauling fees, vinyl banners, and flyers</p> <p>Purchase multiple 40-yard and 20-yard bins</p> <p>Purchase vinyl banners and flyers</p> <p>Host monthly collection events</p>	<p>Submit quarterly report for Q2</p> <p>Purchase multiple 40-yard and 20-yard bins</p> <p>Purchase vinyl banners and flyers</p> <p>Host monthly collection events</p>	<p>Submit quarterly report for Q3</p> <p>Submit project completion survey, photos, and final reimbursement request</p>	N/A
Expected status of tasks proposed to be in progress during period	Complete	Complete	Complete	N/A
Amount of funds estimated to be expended during period	\$22,045.00	\$7,940.00	\$0.00	\$0.00



**VILLAGE OF MAGDALENA
NIGHT SKIES ORDINANCE No. 2022-02**

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and,

WHEREAS, NMSA 1978, Section 3-17-1 *et seq.* provides that municipalities may adopt ordinances, not inconsistent with the laws of the State of New Mexico, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the municipality and its inhabitants; and,

WHEREAS, Magdalena attracts both professional and amateur astronomers and is known for its rural character and dark skies; and,

WHEREAS, The Night Sky Protection Act, NMSA 1978, Section 74-12-7(B) does not prohibit county ordinances that are equal to or more stringent than the provisions of that Act.

NOW, THEREFORE, BE IT ORDAINED:

I. DEFINITIONS

A. “outdoor lighting fixture” means an outdoor artificial illuminating device, whether permanent or portable, used for illumination or advertisement, including searchlights, spotlights and floodlights, whether for architectural lighting, parking lot lighting, landscape lighting, billboards or street lighting; and

B. “shielded” means a fixture that is shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

II. MINIMUM REQUIREMENTS.

- A. All outdoor lighting fixtures shall be shielded except incandescent fixtures of one hundred fifty watts or less and other sources of seventy watts or less unless the fixture is extinguished by an automatic shutoff device between the hours of 11:00 PM and sunrise.
- B. No mercury vapor outdoor lighting fixtures shall be sold or installed.
- C. No outdoor recreational facility, whether public or private, shall be illuminated after 11:00 pm except for a national or international tournament or to conclude any recreational or sporting event or other activity conducted, which is in progress prior to 11:00 pm at a ballpark, outdoor amphitheater, arena, or similar facility.

III. EXEMPTIONS. The following are exempt from the requirements of this Ordinance.

- A. Outdoor lighting fixtures on advertisement signs on interstates and federal primary highways.
- B. Navigational lighting systems at airports and other lighting necessary for aircraft safety.
- C. Outdoor lighting fixtures that are necessary for worker safety at farms, ranches, dairies, feedlots or industrial, mining or oil and gas facilities.
- D. Outdoor lighting fixtures for fire stations and community centers.
- E. Outdoor lighting fixtures existing and installed prior to the year 2000; however, when existing lighting fixtures become unrepairable, their replacements are subject to all the provisions of this Ordinance.

IV. PENALTIES

- A. An offense, for the purpose of this Ordinance, is defined as thirty (30) days from the date of a warning or adjudication of guilt. If the violation continues after the expiration of thirty (30) days following either of these triggering events, a subsequent offense will occur.
- B. For a first offense, the alleged violator will be warned in writing.
- C. For a second offense or subsequent offense, persons violating this ordinance shall, upon conviction, be subject to a fine of up to three hundred dollars (\$300.00).

V. ENFORCEMENT

The Magdalena Marshal's Office and any other legally qualified law enforcement officer or any of their agents shall have the ability to enforce this Ordinance.

Approved, Adopted, and Ordained this _____ day of _____, 2022.

VILLAGE OF MAGDALENA

Richard Rumpf, Mayor

Attest:

Carleen Gomez, Deputy Clerk



a CONSOR company

CONSOR Engineers, LLC
dba U.S. Underwater
123 Sentry Drive, Mansfield, TX 76063
P: 800 860 2178 | F: 817 447 0021

Service Quote

Account Name	Village of Magdalena	Date	9/7/2022
Contact Name	Nehemiah Perlata	Prepared By	Chris Williams
Email	utilities@villageofmagdalena.com	Email	cwilliams@usunderwaterservices.com
Quote Number	00010125	Quote Name	ROV Inspection- 2022
		Expiration Date	10/6/2022

Product	Line Item Description	Sales Price	Quantity	UOM	Total Price
ROV Inspection	Hill North GST	\$1,325.00	1.00	each	\$1,325.00
ROV Inspection	HWY 60 GST	\$1,325.00	1.00	each	\$1,325.00
ROV Inspection	Hill South GST	\$1,325.00	1.00	each	\$1,325.00
Mobilization/Demobilization		\$2,200.00	1.00	trip	\$2,200.00

Estimated Total Project Cost

Total Price \$6,175.00

Total Price is based off our best, good faith evaluation of the effort required to complete the scope of work given the information available at the time of the quote. We reserve the right to adjust prices due to changes in the work scope, errors or omission of information.

Description In-service remote operated vehicle inspection for 3 ground water storage tanks.

Standard Terms & Conditions

CLARIFICATIONS

Service Quote is contingent upon availability of personnel and equipment.

Standard payment terms are Net 30 days. USU accepts Visa and MasterCard for invoice payment. A 4% processing fee will be added to the total amount invoiced for all payments made using a credit or purchase card.

Scope of work will meet all American Water Works Association (AWWA) requirements and OSHA 29 CFR specifications, including AWWA current standards (ANSI/AWWA c652-92) regarding disinfection procedures when conducting underwater activities in potable water storage facilities. All equipment used will be for potable water only.

Client is responsible for coordinating the turning off radio frequency (RF) antennas/transmitters which could create an unsafe work environment.

USU will charge \$300.00 per hour for all downtime caused by delays related to unsafe RF activity.

To efficiently complete work, USU requires 10 hours access to tank sites per day. If tanks are not accessible for at least the 10-hour minimum, Client may be subject to additional fees and/or mobilization charges. Additional onsite delays not caused by USU will be subject to an hourly charge of \$300.00. This includes but is not limited to: waiting on Client to arrive, waiting for keys, insect infestations, tanks not being full and baffle walls not revealed to USU prior to agreement in scope of work. Baffle walls create a larger scope of work; please disclose whether a tank has baffle walls so that USU may properly estimate the job.

Project Supervisor will consult with the client representative on the final decision regarding safe working conditions.

If additional mobilization is required to complete a project caused by customer related downtime, USU will invoice additional mobilization fees.

Should Contractor be inhibited or denied access to a facility to perform an inspection, contractor will complete a standard exterior inspection checklist and client will be billed for full quoted inspection price.

Inspection reports will include a proposal of recommendations for compliance with all applicable AWWA, OSHA, TCEQ (Texas only) or state standards/requirements.

Unless otherwise specified, USU will provide digital copies of the completed report. Paper copies of the report can be obtained by client request

PRESSURE TANK CLAUSE, if applicable: A full internal (if accessible) and external inspection will be conducted. Client understands tanks must be drained, de-pressurized and opened prior to inspection. Client is responsible for resealing hatches and drains as well as replacing gaskets.

Water level indicator repairs/component replacements are not warrantied unless the entire system is replaced and installed by USU.

If client requires a third party onsite for the project, it is the responsibility of the client to pre-arrange arrival to coincide with the commencement of the work. Any delays caused waiting on a client-required third party [i.e. health department, engineering firm, management company] will be billed

Unless otherwise specified, pricing does not include site specific training. If a pre-project orientation/training is required to access the site, Client must notify USU prior to quote acceptance. Additional charges may apply for site specific orientation/training.

INSURANCE. USU shall procure and maintain insurance as follows: Worker's compensation and employer's liability as required by applicable law; comprehensive general liability (\$1,000,000 per occurrence / \$2,000,000 aggregate); professional liability (\$1,000,000 per occurrence / \$2,000,000 aggregate); and automobile liability (\$1,000,000 - combined single limit).

I hereby certify that I have read and agree to the above terms and conditions of this service quote.

Signature

Printed Name

Title

Date _____

Purchase Order #

Please provide copy of purchase order, if applicable.

September 12, 2022

Village of Magdalena
PO Box 145
108 N Main St
Magdalena, NM 87825

Mr. Michael Hawkes
Socorro County Manager
PO Box 1
Socorro, NM 87801

Dear Mr. Hawkes,

The Village of Magdalena Board of Trustees was recently made aware that the Socorro County Board of County Commissioners is considering contracting out the management of local senior centers within the county of Socorro to a private contractor. We understand that the cost of running the senior centers is considerable and there are significant financial constraints to fund the operation of these centers. We applaud the efforts of the Socorro County Board of County Commissioners to pursue the most cost-effective means to maintain the operation of these centers and understand that if the funding available does not cover the cost of operating these centers they are at risk of closing. That being said, the Village of Magdalena Board of Trustees would like to submit that it is in the best interest of our village to maintain local personnel employed to operate the senior center that serves our village. The current employees are residents of the village who know the local seniors that benefit from our senior center and well understand the needs of the seniors as well as the Village of Magdalena. Therefore, we respectfully request that you consider our desire to continue to employ current local personnel in the operation of the Magdalena Senior Center as you consider the best financial avenue to keep the center in operation.

Thank you for your time and attention in this matter. Please feel free to contact the board if you have further questions or comments.

Regards,

Richard Rumpf CMO, CPO
Mayor – Village of Magdalena

cc: Antonio R Martinez Commissioner District 5, Socorro County, NM