



**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 14, 2020**  
**VILLAGE HALL 108 N. MAIN STREET 6:00 PM**

**DUE TO THE NATIONAL, STATE AND COUNTY COVID-19 DECLARED EMERGENCY AND PUBLIC HEALTH ORDER DATED AUGUST 29, 2020 LIMITING GATHERINGS TO LESS THAN 10 PERSONS THE MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC WILL BE ABLE TO ATTEND AND LISTEN TO THE MEETING VIA ZOOM AT THE FOLLOWING LINK:**

**<https://us02web.zoom.us/j/4861155997>**

**Meeting ID: 486 115 5997**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
  - a. REGULAR MEETING – AUGUST 24, 2020
6. APPROVAL OF CASH BALANCE REPORT
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 RESOLUTION NO. 2020-18, AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") AND INTERCEPT AGREEMENT BY AND BETWEEN THE VILLAGE OF MAGDALENA, SOCORRO COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000), FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING AND CONSTRUCTING A NEW MUNICIPAL WATER WELL AND WATER LINE IMPROVEMENT/REPLACEMENT TO SUPPLY POTABLE WATER TO THE GOVERNMENTAL UNIT AND AS FUNDING ALLOWS, REHABILITATION TO THE EXISTING WELL AND THE ADDITION OF A NEW STORAGE TANK AND RELATED EXPENDITURES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE ONE-QUARTER OF ONE PERCENT (0.25%) OF THE MUNICIPAL GROSS RECEIPTS, IMPOSED BY THE ORDINANCE PASSED AND APPROVED BY THE GOVERNMENTAL UNIT ON JUNE 18, 1985 WITH AN EFFECTIVE DATE OF JANUARY

1, 1986, PURSUANT TO NMSA 1978, § 7-19-D-1 ET SEQ., AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; 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 AND INTERCEPT AGREEMENT

12. PUBLIC HEARING - DISCUSSION REGARDING APPROVAL OF ORDINANCE NO. 2020-01, LODGER'S TAX

13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF ORDINANCE NO. 2020-01, LODGER'S TAX

14. PUBLIC HEARING – DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF 2022-2026 LOCAL GOVERNMENT INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

15. DISCUSSION & POSSIBLE DECISION REGARDING RESOLUTION NO. 2020-19, A RESOLUTION ADOPTING THE 2022-2026 LOCAL GOVERNMENT INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

16. PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT

PUBLIC COMMENT MAY BE MADE VIA EMAIL AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES (IF LESS THAN 3 MINUTES) BY EMAILING COMMENTS TO: [mayor@villageofmagdalena.com](mailto:mayor@villageofmagdalena.com) THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, SEPTEMBER 14, 2020 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS.

17. 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. 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 24, 2020 AT 6:00 PM**

**DUE TO THE NATIONAL, STATE AND COUNTY COVID-19 DECLARED EMERGENCY AND PUBLIC HEALTH ORDER DATED JULY 30, 2020 LIMITING GATHERINGS TO LESS THAN 5 PERSONS THE MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC WILL BE ABLE TO ATTEND AND LISTEN TO THE MEETING VIA ZOOM AT THE FOLLOWING LINK:**

<https://us02web.zoom.us/j/81632085818>  
**Meeting ID: 816 3208 5818**

Mayor Richard Rumpf called the meeting to order at 6:00 p.m.

**PRESENT:** Mayor Richard Rumpf, Clark Brown, Carleen Gomez - Deputy Clerk, Kathy Stout – Attorney

**Participating via Video Conference:** Trustees: James Nelson, Donna Dawson

**ABSENT:** Harvan Conrad

**GUESTS:** Sabrina Aragon-Assistant Clerk

Mayor Richard Rumpf requested that all in attendance, recite the Pledge of Allegiance.

**APPROVAL OF AGENDA:** Mr. Brown made a motion to approve the agenda as presented. The motion was seconded by Mr. Nelson. The motion carried unanimously.

**APPROVAL OF MINUTES:** Ms. Dawson made a motion to approve the minutes of the Regular Meeting held on August 10, 2020, as amended. The motion was seconded by Mr. Brown. The motion carried unanimously.

**APPROVAL OF CASH BALANCE REPORT:** Ms. Dawson made a motion to approve the cash balance report, as presented. The motion was seconded by Mr. Nelson. The motion carried unanimously.

**APPROVAL OF BILLS:** Deputy Clerk Gomez stated that she would like to add three bills to the list which had to be paid before the next meeting. They were to, Socorro Electric Cooperative in the amount of \$3,692.66, Vexus Fiber in the amount of \$16.52 and Nanise Native Plants & Education in the amount \$750.00 which was for supplies and installation of the drip irrigation system for the Tree Park at the Rodeo Grounds.

Mr. Nelson made a motion to approve the bill list to include the three additional bills. The motion was seconded by Ms. Dawson. The motion carried unanimously.

**BILL LIST**

Acosta Equipment	\$149.95	Amazon Credit Plan	\$18.40
Brisco Apparel co INC	200.00	Firefighter Trucks by Jeff	715.67
Hall Environmental	215.75	Jacob Finch	1,074.38
Konica Minolta	230.54	N.M. Self-Insurance fund	38,844.05
Nanise Native Plants	750.00	Printing Systems, INC	170.06
Quill	11.58	Raks Building Supply	307.42
RC Plumbing	101.95	REB Management LLC	2,291.41

Romero's Tires	231.99	Socorro Electric Coop.	3,692.66
Tyler Tech	2,887.65	Vexus Fiber	16.52
W.W. Plumbing	75.18		

#### **MAYOR'S REPORT**

Mayor Rumpf stated that the Utility Workers are done with the brush at the airport. He also stated that the chinese elm trees are being cleared from the intersections and mowing of the right-of-ways are in progress. Ms. Dawson stated she had a question about the Clerk/Treasurer position, she ask if we have looked at the old applications from the other applicants that turned them in the last time. Mayor Rumpf stated that we do still have the old applications and we need to go through them again.

#### **CLERK'S REPORT**

Deputy Clerk Gomez stated that she did not have anything to report.

#### **DISCUSSION & POSSIBLE DECISION CONCERNING APPROVAL OF BUDGET ADJUSTMENT RESOLUTION NO. 2020-16 FISCAL YEAR 2020-2021**

Mr. Michael Steininger clarified some items he came across while finalizing the final budget the bill list reports all the property taxes into one accountable past due and current account that the State caps property taxes into a current account, so Mr. Steininger had to reduce the past due account down. Mr. Steininger updated this years debt service schedule for this years payments. Mr. Steininger found an allocation for the Court Clerk between administration and judicial, that needed to be corrected. Mr. Steininger verified that Ms. Dawson's statement that EMS has funding again was true and was not budgeted sohe put in the \$1,800.00 the EMS received and charged it to supplies just to have someplace to put the expense and will charge it to a different place later.

Ms. Dawson made a motion to approve Budget Adjustment Resolution No. 2020-16, Fiscal Year 2020-2021. The motion was seconded by Mr. Nelson.

Mayor Rumpf requested a roll call vote:

Clark Brown-AYE

Donna Dawson- AYE

Jim Nelson- AYE

Harvan Conrad - ABSENT

The motion carried unanimously.

#### **DISCUSSION & POSSIBLE DECISION CONCERNING ACKNOWLEDGEMENT OF RECEIPT OF DEPARTMENT OF FINANCE LOCAL GOVERNMENT DIVISION FY2020-2021 BUDGET APPROVAL LETTER**

Mr. Michael Steininger reported that the Village has received the final approval letter from the Department of Finance Local Government Division FY2020-2021 approval letter. He stated that Section 6-6-5 NMSA 1978 requires the budget approval be acknowledged in the minutes for filing. Mr. Steininger stated the only issue with DFA, in which the council already knows about is that expenditures are exceeding revenues and they are requesting us to carefully monitor that to avoid future complications.

Mr. Nelson made a motion to acknowledge the approval of Division FY 2020-2021 Budget Approval Letter. The motion was seconded by Ms. Dawson.

Mayor Rumpf requested a roll call vote:

Donna Dawson-AYE

Jim Nelson-AYE

Clark Brown-AYE  
Harvan Conrad - ABSENT  
The motion carried unanimously.

**DISCUSSION & POSSIBLE DECISION CONCERNING APPROVAL OF RESOLUTION NO. 2020-17, CONFLICT OF INTEREST POLICY FOR THE BOARD OF TRUSTEES**

Mayor Rumpf stated that approving a Conflict of Interest Policy for the Board of Trustees was suggested by our Auditors.

Mr. Nelson made a motion to approval Resolution No. 2020-17, Conflict of Interest Policy for the Board of Trustees. The motion was seconded by Mr. Brown.

Mayor Rumpf requested a roll call vote:  
Donna Dawson-AYE  
Clark Brown-AYE  
Jim Nelson – AYE  
Harvan Conrad - ABSENT  
The motion carried unanimously.

**DISCUSSION & POSSIBLE DECISION TO DIRECT PUBLICATION OF ORDINANCE NO. 2020-02, IMPOSING CIVIL PENALTIES FOR FALSE SECURITY ALARMS**

Mayor Rumpf stated that alarms at the school and other businesses in the Village keep going off at all hours of the night which are becoming an issue with Marshal's having to respond to these false alarms. There has been times were one of the Marshals had to go and check on the false situations at least one or two times during the night.

Mr. Nelson made a motion to publish Ordinance No. 2020-02, Imposing Civil Penalties for False Security Alarms. The motion was seconded by Mr. Brown.

Mayor Rumpf requested a roll call vote:  
Donna Dawson-AYE  
Clark Brown-AYE  
Jim Nelson-AYE  
Harvan Conrad – ABSENT  
The motion carried unanimously.

**PUBLIC INPUT –1 TOPIC PER PERSON – 3 MINUTE LIMIT**

PUBLIC COMMENT MAY BE MADE VIA EMAIL AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES (IF LESS THAN 3 MINUTES) BY EMAILING COMMENTS TO: [mayor@villageofmagdalena.com](mailto:mayor@villageofmagdalena.com) THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, AUGUST 24, 2020 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS.

Trustee Brown asked about the old tin toilets at the rodeo grounds. Mayor Rumpf stated that he realizes that the old toilets are an eye sore to the public but he is not sure if we can get rid of them because of the grant that they were aquired with. He also stated that people have broken into the toilets and used them which is a problem due to the fact that there is no way to get them cleaned out. Mayor Rumpf stated that he would like to figure out a way to get them removed. Trustee Dawson stated that the Village was paid with grant money to put the toilets there and was worried if we take them down, would the Village need to pay the grant money

back if they got removed. Mayor Rumpf replied he will have to investigate the grant and see if it's okay to have the old toilets removed and will follow up with Ms. Dawson after he figures everything out.

Dr. Haven, Superintendent of Magdalena Municipal Schools asked if the school could be notified in the future if they were going to be on the agenda. Mayor Rumpf replied that he would notify the school in the future if any issues needed to be addressed.

Ms. Dawson moved to adjourn the meeting at 6:19 p.m., the motion was seconded by Mr. Brown. The motion carried unanimously.

Respectfully Submitted,

Carleen Gomez  
Deputy Clerk

Richard Rumpf  
Mayor

Minutes Taken By:

Sabrina Aragon  
Assistant Clerk

## Carleen Gomez

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**From:** Jim Nelson <jcnelson@villageofmagdalena.com>  
**Sent:** Tuesday, September 8, 2020 3:17 PM  
**To:** Carleen Gomez  
**Subject:** Re: Dept. Reports DUE 9/11/2020 by Noon

### Four EMS calls in August.

Jim Nelson

Trustee  
EMS coordinator  
Village of Magdalena

On 9/8/2020 2:39 PM, Carleen Gomez wrote:

All,

Just a reminder that department reports are due this Friday, 9/11/2020 by noon. If you have any questions please let me know.

**Thank you,**

**Carleen Gomez, CMC**

**Deputy Clerk/Court Clerk**

Village of Magdalena  
Magdalena Municipal Court  
P.O. Box 145  
108 N. Main Street  
Magdalena, NM 87825  
Ph (575)854-2261  
Fax (575)854-2273  
Office Hours: Monday – Friday 8AM to 5PM  
Closed for the Lunch Hour – 12 to 1  
[www.villageofmagdalena.com](http://www.villageofmagdalena.com)



## Magdalena Marshal's Office

<b><i>Monthly Report</i></b>	<u>Month: August</u>	<u>Year: 2020</u>
Marshal Zamora	ID#:Mag-1	
<b>Total Miles Driven:</b>		
<b><u>GENERAL CALLS:</u></b>	<b><u>AMOUNT</u></b>	<b><u>REVENUE</u></b>
TRAFFIC CITATIONS: <b>Village Ordinances</b>	9	647
TRAFFIC CITATIONS: <b>State Statutes</b>		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
TRAFFIC ACCIDENTS		
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS		
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS		
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY		
<b><u>ASSISTANCE CALLS:</u></b>		
AMBULANCE/FIRE	2	
PUBLIC SERVICE	10	
NM STATE POLICE		
SHERIFF'S OFFICE		
NM FISH & GAME		
US BORDER PATROL		
US FOREST SERVICE		
<b><u>OTHER:</u></b>		
ALARM CALLS		
FINGERPRINTING		
Driving Tests		
Misc. Cases	12	
<b>TOTALS:</b>	34	647

**MAGDALENA MARSHAL DEPARTMENT****MONTHLY VEHICLE EXPENDITURE REPORT**For the month of : **AUG** Year: **2020**License Number: **\_ G93062**Make and Model: **\_ FORD EXPID.2015**

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	61396	61629	233	22.7	50.55			04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								10
14								Invoice No.: _____ Amt.\$ _____
15								Date _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19	61629	61855	226	23.8	52.9			Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								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	61855	62094	239	22.8	51.15			
Totals			698	69.3	154.6			

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

Signature: Title: **MARSHAL**

# Magdalena Marshal's Office

<b><i>Monthly Report</i></b>	<u>Month: August</u>	<u>Year: 2020</u>
Deputy Valenzuela	ID#:Mag-2	
<b>Total Miles Driven:</b>	1480	
<b><u>GENERAL CALLS:</u></b>	<b><u>AMOUNT</u></b>	<b><u>REVENUE</u></b>
TRAFFIC CITATIONS: <b>Village Ordinances</b>	3	162
TRAFFIC CITATIONS: <b>State Statutes</b>	0	0
CRIMINAL CITATIONS	0	
ANIMAL CONTROL CITATIONS	0	
TRAFFIC ACCIDENTS	0	
D.W.I. ARRESTS	1	
FELONY ARRESTS	0	
MISDEMEANOR ARRESTS	1	
12 HOUR HOLD ARREST	0	
CRIMINAL INVESTIGATIONS	7	
JUVENILE CASES/CYFD	0	
DOMESTIC CASES	0	
CRIMINAL DAMAGE / PROPERTY	1	
Larceny		
<b><u>ASSISTANCE CALLS:</u></b>		
AMBULANCE/FIRE	0	
PUBLIC SERVICE	5	
NM STATE POLICE	1	
SHERIFF'S OFFICE	2	
NM FISH & GAME	0	
US BORDER PATROL		
US FOREST SERVICE	0	
<b><u>OTHER:</u></b>		
ALARM CALLS	0	
FINGERPRINTING		
Driving Tests	0	
Misc. Cases	7	
<b><u>TOTALS:</u></b>	28	162

**MAGDALENA MARSHAL DEPARTMENT****MONTHLY VEHICLE EXPENDITURE REPORT**

For the month of : August Year: 2020

License Number: \_\_ G

Make and Model: \_\_ Chevy Sil

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	Mainte
1								01 Chass
2								02 Electri
3		82691		19	44			03 Engine
4								04 Gener
5								05 Interio
6								06 Lubric
7	82691	83033		24	53.5			07 Miscel
8								09 Tire P
9	83033	83298		19	\$42.00			10 Tire R
10	83298	83606		22	\$49.00			11 Wash
11								(Attach C
12								Invoice N
13								3 7
14								Invoice No.
15								
16								Invoice No.
17								Code:_____
18	83606	83923		21	48.5			Invoice No.
19								Code:_____
20								Invoice No.
21								Code:_____
22								Invoice No.
23	83923	84232		23	\$52			Code:_____
24								Invoice No.
25								Code:_____
26								Invoice No.
27								Code:_____
28	84232	84498		11	25.02			Invoice No.
29								Code:_____
30	84498	84694		24	\$54.50			Invoice No.
31								
Totals		2003		163	368.52			

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

Signature: 

Title: Deputy Valenzuela

## Magdalena Marshal's Office

<b><i>Monthly Report</i></b>	<b><i>Month: August</i></b>	<b><i>Year: 2020</i></b>
FRAERE, Mariano  #03	ID# Mag 03	
<b>GENERAL CALLS / REPORTS:</b>	<b><u>TOTAL</u></b>	<b><u>REVENUE</u></b>
TRAFFIC CITATIONS: Village Ordinances	2	\$233.00
TRAFFIC CITATIONS: State Statutes		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
HARASSMENT		
TRAFFIC ACCIDENTS	1	
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS	2	
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS		
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE PROPERTY		
WELFARE		
<b>ASSISTANCE CALLS:</b>		
AMBULANCE/FIRE		
PUBLIC SERVICE		
NM STATE POLICE		
SHERIFF'S OFFICE	1	
NM FISH & GAME		
US BORDER PATROL		
US FOREST SERVICE		
<b>OTHER:</b>		
ALARM CALLS		
FINGERPRINTING		
DRIVING TEST		
MISC. CASES	3	
WARRANT ARREST		
<b>TOTALS:</b>	9	\$233.00

**MAGDALENA MARSHAL DEPARTMENT****MONTHLY VEHICLE EXPENDITURE REPORT**For the month of : **August** Year: **2020**License Number: **G97490**Make and Model: **2016, Chev, Silverado**

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	69898	70011	113	15.71	\$47.13			04 General Supplies 05 Interior Maintenance 06 Lubrication 07 Miscellaneous 09 Tire Purchase 10 Tire Repair 11 Wash and Wax
2								
3								
4								
5	70011	70094	83	16.72	\$50.14			
6								
7								
8								
9								
10								
11								
12								(Attach Copy of Invoices) Invoice# _____ Amt\$ _____
13								
14								Invoice No# _____ Amt\$ _____ Date _____
15								Invoice No# _____ Amt\$ _____ Code: _____ Date: _____
16								Invoice# _____ Amt\$ _____ Code: _____ Date: _____
17								Invoice# _____ Amt\$ _____ Code: _____ Date: _____
18								Invoice# _____ Amt\$ _____ Code: _____ Date: _____
19								Invoice# _____ Amt\$ _____ Code: _____ Date: _____
20								Invoice# _____ Amt\$ _____ Code: _____ Date: _____
21								Invoice# _____ Amt\$ _____ Code: _____ Date: _____
22	70094	70171	77	8.77	\$26.30			Invoice# _____ Amt\$ _____ Code: _____ Date: _____
23								Invoice# _____ Amt\$ _____ Code: _____ Date: _____
24								Invoice# _____ Amt\$ _____ Code: _____ Date: _____
25								Invoice# _____ Amt\$ _____ Code: _____ Date: _____
26								Invoice# _____ Amt\$ _____ Code: _____ Date: _____
27	70171	79719	95	16.78	\$50.34			Invoice# _____ Amt\$ _____ Code: _____ Date: _____
28								Invoice# _____ Amt\$ _____ Code: _____ Date: _____
29	79719							Invoice# _____ Amt\$ _____ Code: _____ Date: _____
30								Invoice# _____ Amt\$ _____ Code: _____ Date: _____
31								
Totals	79719	79719	305	57.98	\$173.91			

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

Signature:  Title: Deputy FRAERE 03



## **JUDGE'S REPORT AUGUST 2020**

Magdalena Municipal Court continues to remain in contact with the Emergency Response Team concerning the (ERT) Plan. Precautions for reopening continue to be followed:

- Plexiglass has been installed at the Judge's Bench as well as the Court Clerk's desk.
- Signage has been ordered and will be placed in the Court requiring the use of masks and social distancing of six feet between all those present in the Court. The defendants podium has been removed and seating has been placed in the court to accomodate social distancing.
- A COVID-19 Screening Questionnaire is being required to be answered before entering the Court. Court Staff and anyone entering the court room is being required to take their temperature. The temperature cannot be above 100.4 degrees.
- Only five (5) people are allowed in the Court at any time including the Judge, Law Enforcement Officer(s), Court Clerk, the defendant and their witness(es).
- The Court is encouraging telephonic appearances.
- All surfaces that are handled by the public will be sanitized, as needed.
- The Court will schedule Court dates other than the usual Monday appearances, as needed.

As per the New Mexico Supreme Courts request regarding Municipal Court Scaled Back measures due to COVID-19 the Magdalena Municipal Court is also continuing to implement the following:

- Issue no Warrants during the COVID-19 pandemic
- Release any jail inmates if they are apprehended on a Magdalena Municipal Warrant
- We are continuing to recommend that any payments to the Court be made over the phone, via the Village drop box or by mail
- Clean/disinfect the courtroom and office that is handling defendants and citation payments. Use gloves and or hand sanitizer for employees and the public.

The Magdalena Municipal Court is asking that Village janitorial staff clean and disinfect the court room prior to each scheduled court date. This is being required by the Supreme Court of the State of New Mexico.

**Cases Held on August 17, 2020 are as follows:**

**8-5-124.3 Reckless Driving**

Defendant plead no contest. Defendant requested community service to take care of any costs. Defendant was ordered to pay the \$29.00 court cost within 30 days. Defendant was ordered to repair damage that was made to a sign.

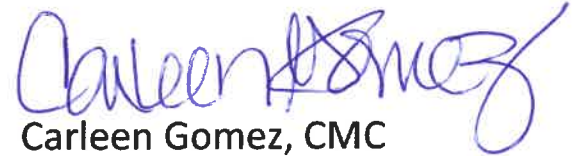
Total: \$29.00

**TOTAL: \$29.00**

**No Cases were heard on August 31, 2020.**

Respectfully Submitted,

Simon Armijo  
Magdalena Municipal Judge

  
Carleen Gomez, CMC  
Deputy Clerk/Court Clerk

## Librarian's Report AUGUST 2020

	AUGUST 2020	AUGUST 2019
Days Open	21 (121 hours)	23 (133 hours)
Days Closed (other than norm)	0	0
Visitors	291	432 (69 @ events)
Museum Visits	-- closed -- will open in Sept.	39
New Patrons/Library Cards	2	3
# of Volunteers	2	10
Volunteer Hours	30	81

Still no events at the library due to COVID-19 health regulations.

### Circulation

	AUGUST 2020	AUGUST 2019
# of Books	182 (63 J • 28 Y • 3 YA)	149 (9 J • 20 Y • 9 YA)
# of DVDs	149	132
# of Books on CD	13	10
Total Books/DVDs/Audio	344	291
# of eBooks	75	90
# of Online Audio	37	42
Total eBooks/Online Audio	112	132
Total Circulation	456	432
ILL Processed	0	1

### Computers/Wi-Fi

	AUGUST 2020	AUGUST 2019
# Computer Sign ins	22	95
Total Unique Wi-Fi Users*	159	--
Avg. # Wi-Fi Users per day	25	--
Avg. Usage per User	4.58	--

\*Total Unique Wi-Fi Users = How many distinct people used the Wi-Fi-- each person only counted once, regardless of days used.

### Other:

State of New Mexico Annual Library Report submitted 8/3/2020 -- one week before deadline.

Temporary hours are still in effect due to COVID-19. Masks are required for entering the building. Visit time still restricted to 1 hour. Boxcar museum still closed for August, may open in September depending on changes to the public health order.

Started an inventory project to correct the online catalog and get an accurate list of items at the library. Items late by more than 3 years were deleted from the catalog, as items that had been marked "Lost" for more than 3 years. Alongside inventory, we are also weeding items based on condition and circulation. Getting rid of items creates room for new items and improves the appearance and functionality of the library. This project will continue on in the coming months.

Fire extinguishers were checked and replaced as of 9/3/2020. Thank you to Nehemiah for helping with that.

#### Going into September

I am continuing to monitor the situation regarding public health orders and COVID-19. As of the time of this report, I am not expecting to change much, other than opening the Boxcar Museum. Patrons will be required to wear masks while inside, and I will restrict the number inside at one time.

I am hoping to start Code Club back up during September but have no set dates yet.

Also in September, I hope to purchase more bookends and other library supplies that we desperately need.

**Respectfully Submitted,  
Ivy Stover,  
Library Director**

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF  
RESOLUTION NO. 2020-18 OF THE BOARD OF TRUSTEES  
OF THE VILLAGE OF MAGDALENA, SOCORRO COUNTY, NEW MEXICO  
SEPTEMBER 14, 2020**

STATE OF NEW MEXICO            )  
  ) ss.  
COUNTY OF SOCORRO            )

The Board of Trustees (the “Governing Body”) of the Village of Magdalena, Socorro County, New Mexico (the “Governmental Unit”), met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at Village Hall, 108 N. Main Street, Magdalena, New Mexico, being the meeting place of the Governing Body for the meeting held on the 14th day of September, 2020, at the hour of 6:00 p.m. In compliance with COVID-19 Health Emergency Orders, the meeting was also held via zoom, as indicated on the home page of the Governmental Unit’s website. Upon roll call, the following members were found to be present:

Present:

Mayor:

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Trustees:

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Absent:

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Also Present:

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Thereupon, there was officially filed with the Clerk/Treasurer a copy of a proposed Resolution in final form, as follows:

VILLAGE OF MAGDALENA, SOCORRO COUNTY, NEW MEXICO  
RESOLUTION NO. 2020-18

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") AND INTERCEPT AGREEMENT BY AND BETWEEN THE VILLAGE OF MAGDALENA, SOCORRO COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000), FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING AND CONSTRUCTING A NEW MUNICIPAL WATER WELL AND WATER LINE IMPROVEMENT/REPLACEMENT TO SUPPLY POTABLE WATER TO THE GOVERNMENTAL UNIT AND AS FUNDING ALLOWS, REHABILITATION TO THE EXISTING WELL AND THE ADDITION OF A NEW STORAGE TANK AND RELATED EXPENDITURES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE REVENUES OF THE ONE-QUARTER OF ONE PERCENT (0.25%) MUNICIPAL GROSS RECEIPTS TAX, IMPOSED BY THE ORDINANCE PASSED AND APPROVED BY THE GOVERNMENTAL UNIT ON JUNE 18, 1985 WITH AN EFFECTIVE DATE OF JANUARY 1, 1986, PURSUANT TO NMSA 1978, § 7-19-D-1 ET SEQ., AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; 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 AND INTERCEPT 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 incorporated 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 the public it serves that the Loan Agreement and the Intercept Agreement be executed and delivered and that the financing of the construction of the Project take place by executing and delivering the Loan Agreement and the Intercept Agreement; and

WHEREAS, the Governmental Unit is authorized by law to approve by resolution a loan from the Finance Authority with a principal amount of less than one million dollars (\$1,000,000); and

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

WHEREAS, other than as described on the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to the Intercept Agreement for the payment of amounts due under the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the Clerk/Treasurer, this Resolution and the forms of the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; 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 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 are required to have been obtained by the date of the Resolution have been obtained or are reasonably expected to be obtained prior to the Closing Date.

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

Section 1. Definitions. Capitalized terms defined in this Section 1 shall, for all purposes, have the meaning 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):

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then

outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to the Loan Agreement, together with supporting documentation submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

“Authorized Officers” means the Mayor, Mayor Pro-Tem, Clerk/Treasurer of the Governmental Unit.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement and the Intercept Agreement authorized by this Resolution.

“Debt Service Account” means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under the Loan Agreement as the same become due.

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project.

“Distributing State Agency” means the department or agency of the State, as described in the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended; NMSA 1978, §§ 3-31-1 through 3-31-12, as amended; and enactments of the Governing Body relating to the Loan Agreement, including this Resolution.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the Environmental Protection Agency of the United States.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

“Finance Authority” means the New Mexico Finance Authority, created by the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

“Fiscal Year” means the period commencing on July 1 of 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 duly organized Board of Trustees of the Governmental Unit and any successor governing body of the Governmental Unit.

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

“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.

“Intercept Agreement” means the intercept agreement dated the Closing Date between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments specified in Section 5.2(a) of the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

“Interest Rate” means the rate of interest on the Loan Agreement as shown on the Term Sheet.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, up to the Maximum Principal Amount.

“Loan Agreement” means the loan and subsidy agreement and any amendments or supplements thereto, including the exhibits attached to the loan agreement.

“Loan Agreement Payment” means, collectively, the Principal Component, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit “B” thereto.

“Loan Agreement Principal Amount” means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

“Maximum Forgiven Principal” means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to seventy-five percent (75%) of the Maximum Principal Amount. The Maximum Forgiven Principal is seven hundred fifty thousand dollars (\$750,000).

“Maximum Repayable Principal” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is two hundred fifty thousand dollars (\$250,000).

“Maximum Principal Amount” means one million dollars (\$1,000,000).

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

“Parity Obligations” means any obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

“Pledged Revenues” means the revenues of one-quarter of one percent (0.25%) of the Municipal Gross Receipts tax, enacted pursuant to NMSA 1978, § 7-19-D-1 et seq., and imposed by the Governmental Unit’s Tax Ordinance, distributed to the Governmental Unit, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made monthly by the Distributing State Agency pledged to payment of the Loan Agreement Payments pursuant to this Resolution and described on the Term Sheet.

“Project” means the project described in the Term Sheet.

“Resolution” means this Resolution No. 2020-18 adopted by the Governing Body of the Governmental Unit on September 14, 2020, approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet and the Final Loan Agreement Payment Schedule, as supplemented from time to time in accordance with the provisions hereof.

“Senior Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the

Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

“State” means the State of New Mexico.

“Subordinated Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

“Subsidy” means the subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being seventy-five percent (75%) of such Disbursement.

“System” means the public utility designated as the Governmental Unit’s joint water, wastewater and solid waste system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of the Loan Agreement.

“Tax Ordinance” means the Ordinance passed and approved by the Governmental Unit June 18, 1985 with an effective date of January 1, 1986, pursuant to NMSA 1978, § 7-19-D-1 et seq., imposing a one quarter of one percent (0.25%) municipal gross receipts tax.

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

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

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

Section 3. Authorization of the Project, the Loan Agreement, and the Intercept Agreement. The acquisition and completion of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are 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. Moneys available and on hand for the Project from all sources other than the Loan Agreement are not sufficient to defray the cost of acquiring and constructing the Project.

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

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

D. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

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

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

G. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

#### Section 5. Loan Agreement and the Intercept 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, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of two hundred fifty thousand dollars (\$250,000) and interest thereon, and to accept a loan subsidy in the amount of seven hundred fifty thousand dollars (\$750,000) and the execution and delivery of the Loan Agreement and the Intercept Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan and Subsidy (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee and Expenses of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and the Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of one million dollars (\$1,000,000). The Loan

Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the interest rate designated in the Loan Agreement, including Exhibit "A" thereto, which rate includes the Administrative Fee.

Section 6. Approval of Loan Agreement and the Intercept Agreement. The forms of the Loan Agreement and Intercept 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 and the Intercept Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Clerk/Treasurer is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept 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 interest thereon and 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 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 nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing 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 therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of Acquisition and Completion of the Project.

A. Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement).

Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of acquiring and constructing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Completion of the Project. The Governmental Unit will complete the Project with all due diligence.

C. Certification of Completion of the Project. Upon the acquisition and completion of the Project, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that the completion of and payment for the Project has been completed.

D. Finance Authority Not Responsible for Application of Loan Proceeds. The Finance Authority 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. Except as otherwise provided in Section 5.2 of the Loan Agreement and the Intercept Agreement in connection with Pledged Revenues (which, under the circumstances specified in Section 5.2 of the Loan Agreement will be paid directly by the Distributing State Agency to the Finance Authority) shall be paid directly by the Governmental Unit to the Finance Authority in an amount sufficient to pay principal, interest, Administrative Fees, Expenses and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees 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, interest and Administrative Fee 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 in Section 9.C of this Resolution.

C. Use of Surplus Revenues. After making all the payments required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and 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 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, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable 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 without the express prior written approval of the Finance Authority.

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, the Intercept 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, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution, the Loan Agreement and the Intercept Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement and the Intercept 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 Closing Date, 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. After the Closing Date, 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 Closing Date, 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 Clerk/Treasurer, 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 is of general circulation in the Governmental Unit, and the 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:

*[Remainder of page intentionally left blank.]*

*[Form of Summary of Resolution for Publication.]*

Village of Magdalena, Socorro County, 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. 2020-18, duly adopted and approved by the Governing Body of the Village of Magdalena, New Mexico (the "Governmental Unit"), on September 14, 2020. Complete copies of the Resolution are available for public inspection during normal and regular business hours in the office of the Clerk/Treasurer, 108 N. Main Street, Suite B, Magdalena, New Mexico 87825.

The title of the Resolution is:

VILLAGE OF MAGDALENA, SOCORRO COUNTY, NEW MEXICO  
RESOLUTION NO. 2020-18

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") AND INTERCEPT AGREEMENT BY AND BETWEEN THE VILLAGE OF MAGDALENA, SOCORRO COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000), FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING AND CONSTRUCTING A NEW MUNICIPAL WATER WELL AND WATER LINE IMPROVEMENT/REPLACEMENT TO SUPPLY POTABLE WATER TO THE GOVERNMENTAL UNIT AND AS FUNDING ALLOWS, REHABILITATION TO THE EXISTING WELL AND THE ADDITION OF A NEW STORAGE TANK AND RELATED EXPENDITURES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE REVENUES OF THE ONE-QUARTER OF ONE PERCENT (0.25%) MUNICIPAL GROSS RECEIPTS TAX, IMPOSED BY THE ORDINANCE PASSED AND APPROVED BY THE GOVERNMENTAL UNIT ON JUNE 18, 1985 WITH AN EFFECTIVE DATE OF JANUARY 1, 1986, PURSUANT TO NMSA 1978, § 7-19-D-1 ET SEQ., AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER

DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; 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 AND INTERCEPT AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Resolution.

This notice constitutes compliance with NMSA 1978, § 6-14-6.

*[End of Form of Summary for Publication.]*

Section 18. Execution of Agreements. The Village of Magdalena through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement, the Intercept Agreement and this Resolution.

PASSED, APPROVED AND ADOPTED THIS 14TH DAY OF SEPTEMBER, 2020.

VILLAGE OF MAGDALENA,  
SOCORRO COUNTY, NEW MEXICO

By \_\_\_\_\_  
Richard Rumpf, Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Carleen Gomez, Deputy Clerk

*[Remainder of page intentionally left blank.]*

Governing Body Member \_\_\_\_\_ then moved adoption of the foregoing Resolution duly seconded by Governing Body Member \_\_\_\_\_.

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

Those Voting Aye: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Those Voting Nay: \_\_\_\_\_

\_\_\_\_\_

Those Absent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (\_\_\_\_\_) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the Clerk/Treasurer signed the Resolution upon the records of the minutes of the Governing Body.

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

VILLAGE OF MAGDALENA,  
SOCORRO COUNTY, NEW MEXICO

By \_\_\_\_\_  
Richard Rumpf, Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Carleen Gomez, Deputy Clerk

*[Remainder of page intentionally left blank.]*

STATE OF NEW MEXICO            )  
  ) ss.  
COUNTY OF SOCORRO            )

I, Carleen Gomez, the duly appointed, 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 (the “Governing Body”), constituting the governing body of the Governmental Unit, had and taken at a duly called regular meeting held at Village Hall, 108 N. Main Street, Magdalena, and via zoom, on September 14, 2020, at the hour of 6:00 p.m., insofar as the same relate to the adoption of the Resolution and the execution and delivery of the proposed Loan Agreement, copies of which are set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §§ 10-15-1 through 10-15-4, as amended, including, the Governing Body’s Open Meetings Resolution No. 2020-01 presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of October, 2020.

VILLAGE OF MAGDALENA,  
SOCORRO COUNTY, NEW MEXICO

[SEAL]

By \_\_\_\_\_  
Carleen Gomez, Deputy Clerk

**EXHIBIT "A"**

Notice and Agenda of Meeting and  
Affidavit of Publication of Notice of Adoption of the Resolution

**\$1,000,000 Maximum Principal Amount**

**Maximum Forgiven Principal Amount \$750,000**

**Maximum Repayable Principal Amount \$250,000**

**DRINKING WATER STATE REVOLVING LOAN FUND  
LOAN AND SUBSIDY AGREEMENT**

**dated**

**October 23, 2020**

**by and between the**

**NEW MEXICO FINANCE AUTHORITY**

**and the**

**VILLAGE OF MAGDALENA,  
SOCORRO COUNTY, NEW MEXICO**

**DRINKING WATER STATE REVOLVING LOAN FUND  
LOAN AND SUBSIDY AGREEMENT**

This LOAN AND SUBSIDY AGREEMENT (the “Loan Agreement”), dated as of October 23, 2020, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the “Finance Authority”), and the **VILLAGE OF MAGDALENA**, Socorro County, New Mexico (the “Governmental Unit”), an incorporated municipality duly organized and existing under the laws of the State of New Mexico (the “State”).

**WITNESSETH:**

Capitalized terms used in the following recitals of this Loan Agreement and not defined in the first Paragraph above or in these recitals shall have the same meaning as defined in Article I of this Loan Agreement, unless the context requires otherwise.

WHEREAS, the Finance Authority is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the “DWSRLF Act”) to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the Finance Authority to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the Safe Drinking Water Act; and

WHEREAS, a portion of the Loan funds made available under this Agreement pursuant to the DWSRLF Act and the Safe Drinking Water Act may be forgiven and, if forgiven, will not be required to be repaid; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and the public it serves that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan and subsidy from the Finance Authority to finance the costs of the Project, as more fully described on the Term Sheet attached hereto as Exhibit “A”; and

WHEREAS, the Project appears on the Drinking Water Fundable Priority List; and

WHEREAS, the Project has been planned and authorized in conformity with the Intended Use Plan; and

WHEREAS, the New Mexico Environment Department (the “Department”) has or shall have determined that the Governmental Unit’s Project plans and specifications comply with the provisions of 42 U.S.C. Section 300j-12 and the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems prior to disbursement of any proceeds of the Loan for construction; and

WHEREAS, a portion of the funds made available under this Loan Agreement pursuant to the DWSRLF Act and the Safe Drinking Water Act are federal funds categorized as CFDA 66.468; and

WHEREAS, pursuant to information provided by the Governmental Unit and environmental review by applicable State and federal agencies, and in accordance with 40 C.F.R. Sections 6.204, 6.300(c)(1), and 6.301(f), and pursuant to the environmental review process of the State, the Finance Authority has determined that the Project meets the requirements for a Categorical Exclusion as defined in the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, the Finance Authority has found and determined that the Governmental Unit is a severely disadvantaged community under the Intended Use Plan in that its median annual household income is \$25,451, which is less than 90% of the State median annual household income of \$30,490, and it has an affordability ratio determined as provided in the Intended Use Plan of greater than 1.5; and

WHEREAS, the Governmental Unit has entered into an intercept agreement (the "Intercept Agreement") with the Finance Authority, dated as of the Closing Date, whereby the Pledged Revenues due to the Governmental Unit from the Distributing State Agency will, under the circumstances specified in Section 5.2(a) of this Loan Agreement, be intercepted by the Finance Authority to satisfy payments due under this Loan Agreement; and

WHEREAS, the New Mexico Environment Department Drinking Water Bureau has determined that the Governmental Unit has sufficient technical, managerial and financial capability to operate the Project for its useful life and ensure compliance with the requirements of the Safe Drinking Water Act.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the Finance Authority and the Governmental Unit agree:

## **ARTICLE I**

### **DEFINITIONS**

Capitalized terms defined in this Article I shall have the meaning specified in this Article I wherever used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms defined in the foregoing recitals, if not defined in this Article I, shall have the same meaning as therein stated when used in this Loan Agreement, unless the context clearly requires otherwise.

"Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Program Amount” means, with respect to this Loan Agreement, the sum of one million dollars (\$1,000,000) which amount shall be available for disbursal to the Governmental Unit to pay costs of the Project.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to this Loan Agreement, together with the required supporting documentation set out in Exhibit “C” submitted to and approved by the Finance Authority pursuant to Section 4.2 of this Loan Agreement.

“Authorized Officers” means, with respect to the Governmental Unit, the Mayor, Mayor Pro-Tem, and the Clerk/Treasurer thereof; and with respect to the Finance Authority, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer of the Finance Authority, and any other officer or employee of the Finance Authority designated in writing by an Authorized Officer of the Finance Authority.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to this Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution and delivery of this Loan Agreement and the Intercept Agreement as shown on the Term Sheet.

“Debt Service Account” means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under this Loan Agreement as the same become due.

“Department” means the New Mexico Environment Department.

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project, calculated on the basis of the amount of such Approved Requisition.

“Distributing State Agency” means the department or agency of the State, as described in the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

“Drinking Water Fundable Priority List” means the list of drinking water projects compiled by the Department pursuant to the Memorandum of Understanding and the Intended Use Plan.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended; NMSA 1978, §§ 3-31-1 through 3-31-12; and enactments of the Governing Body relating to this Loan Agreement including the Resolution.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the United States Environmental Protection Agency.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Loan Agreement.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of this Loan Agreement.

“Finance Authority Act” means NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

“Fiscal Year” means the period commencing on July 1 of 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.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Governmental Unit consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Finance Authority establishing accounting principles applicable to the Governmental Unit.

“Governing Body” means the duly organized Board of Trustees of the Governmental Unit and any successor governing body of the Governmental Unit.

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

“Independent Accountant” means (i) an accountant employed by the State and under the supervision of the State Auditor, or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit, (b) does not have any substantial interest, direct or indirect, with the Governmental Unit, and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

“Intended Use Plan” means the current plan prepared by the Finance Authority and the Department and approved by the Environmental Protection Agency pursuant to 42 U.S.C. Section 300j-12(b) which establishes criteria for extending drinking water improvements financial assistance to qualifying public drinking water utility systems.

“Intercept Agreement” means the Intercept Agreement dated the Closing Date, between the Governmental Unit and the Finance Authority, providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments under the circumstances specified in Section 5.2(a) of this Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each disbursement.

“Interest Rate” means the rate of interest on this Loan Agreement as shown on the Term Sheet.

“Interim Period” means the period no greater than twenty-seven (27) months, or a longer period as may be approved by the Finance Authority as provided in Section 4.1(b) of the Agreement, beginning on the Closing Date, during which the Finance Authority will disburse moneys to the Governmental Unit to pay costs of the Project, unless extended pursuant to Section 4.1(b) of this Loan Agreement.

“Interim Loan Agreement Payment Schedule” means the anticipated schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, assuming disbursement of the entire Aggregate Program Amount within twenty-seven (27) months of the Closing Date. The Interim Loan Agreement Payment Schedule is attached hereto as Exhibit “B”.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement, up to the Maximum Principal Amount.

“Loan Agreement” means this loan and subsidy agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

“Loan Agreement Payment” means, collectively, the Principal Component, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as

payment on the Aggregate Repayable Disbursements under this Loan Agreement, as shown on Exhibit "B" hereto.

"Loan Agreement Payment Date" means each date a payment is due on this Loan Agreement as shown on the Interim Loan Agreement Payment Schedule, attached hereto as Exhibit "B," or in the Final Loan Agreement Payment Schedule.

"Loan Agreement Principal Amount" means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

"Loan Agreement Term" means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

"Maximum Forgiven Principal" means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to seventy-five percent (75%) of the Maximum Principal Amount. The Maximum Forgiven Principal is seven hundred fifty thousand dollars (\$750,000).

"Maximum Repayable Principal" means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to this Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is two hundred fifty thousand dollars (\$250,000).

"Maximum Principal Amount" means one million dollars (\$1,000,000).

"Memorandum of Understanding" means the current memorandum of understanding by and between the Finance Authority and the Department pursuant to the DWSRLF Act describing and allocating duties and responsibilities in connection with the Drinking Water State Revolving Loan Fund.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented from time to time.

"Operating Agreement" means the operating agreement entered into between the Finance Authority and the Environmental Protection Agency, Region 6, for the Drinking Water State Revolving Loan Fund program.

"Parity Obligations" means any obligations of the Governmental Unit under this Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

"Permitted Investments" means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) securities that are issued by the United States government or by

its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc. or S & P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to NMSA 1978, § 6-10-10.1, as amended, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means the revenues of the one-quarter of one percent (0.25%) Municipal Gross Receipts tax, enacted pursuant to NMSA 1978, § 7-19D-1 et seq., and imposed by the Governmental Unit's Tax Ordinance, distributed to the Governmental Unit, which is utilizing the Project and benefiting from this Loan Agreement, which distribution is made monthly by the Distributing State Agency, pledged to payment of the Loan Agreement Payments by the Resolution and this Loan Agreement and described in the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement, based upon the Aggregate Repayable Disbursements, as shown on Exhibit "B" attached to this Loan Agreement.

"Project" means the project(s) described on the Term Sheet.

"Resolution" means Resolution No. 2020-18 adopted by the Governing Body of the Governmental Unit on September 14, 2020, approving this Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented from time to time.

"Safe Drinking Water Act" means 42 U.S.C. §§ 300f et seq.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by this Loan Agreement, including any such obligations shown on the Term Sheet.

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

"State Environmental Review Process" or "SERP" means the environmental review process adopted by the Finance Authority, as required by and approved by the Environmental Protection Agency, pursuant to the Operating Agreement.

"Subordinated Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by this Loan Agreement and subordinate to any other outstanding

Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

“Subsidy” means any subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being seventy-five percent (75%) of such Disbursement.

“System” means the public utility designated as the Governmental Unit’s joint water, wastewater and solid waste system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of this Loan Agreement.

“Tax Ordinance” means the Ordinance passed and approved by the Governmental Unit June 18, 1985 with an effective date of January 1, 1986, pursuant to NMSA 1978, § 7-19D-1 et seq., imposing a one quarter of one percent (0.25%) municipal gross receipts tax.

“Term Sheet” means Exhibit “A” attached to this Loan Agreement.

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of this Loan Agreement.

## **ARTICLE II**

### **REPRESENTATIONS, COVENANTS AND WARRANTIES**

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit.  
The Governmental Unit represents, covenants and warrants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Resolution shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Loan Agreement, and Readiness to Proceed. The Governmental Unit is an incorporated municipality, a political subdivision of the State, and is duly organized and existing under the statutes and laws of the State, including specifically the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended. The Governmental Unit is

a local authority as defined in the DWSRLF Act. The Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and the Intercept Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement and the Intercept Agreement and the other documents related to the transaction. The Governmental Unit has met all readiness to proceed requirements of the Finance Authority and has met and will continue to meet all requirements of law applicable to this Loan Agreement.

(c) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the Aggregate Program Amount, pursuant to Section 6.1 of this Loan Agreement to the acquisition and completion of the Project and to no other purpose, as follows:

(i) The Governmental Unit shall requisition moneys to pay for the costs of the Project not less frequently than quarterly following the Closing Date;

(ii) The Governmental Unit shall, within two (2) years after the Closing Date, have completed the acquisition of the Project, and shall within twenty-seven (27) months after the Closing Date have requisitioned the Aggregate Program Amount, or such portion thereof as shall be necessary to complete the Project, unless an extension is agreed to pursuant to Section 4.1(b) of this Loan Agreement.

(d) Payment of Loan Agreement Payments. The Governmental Unit meets and will continue to meet the requirements established by the Finance Authority to assure sufficient revenues to operate and maintain the System for its useful life and repay the Loan. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable, according to the true intent and meaning of this Loan Agreement.

(e) Acquisition and Completion of Project; Compliance with Laws. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues.

(f) Necessity of Project. The acquisition and completion of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and the public it serves.

(g) Legal, Valid and Binding Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement and the Intercept Agreement. This Loan Agreement and the Intercept Agreement constitutes a legal, valid and binding special obligation of the Governmental Unit enforceable in accordance with their terms.

(h) Loan Agreement Term. The Loan Agreement Term does not exceed the anticipated useful life of the Project.

(i) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit and the public it serves.

(j) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the Intercept Agreement, nor the consummation of the transactions contemplated and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(l) Outstanding and Additional Debt. Except for any Senior Obligations, and any Parity Obligations described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a lien on the Pledged Revenues superior to or on a parity with the lien of this Loan Agreement. No additional indebtedness, bonds or notes of the Governmental Unit, payable on a priority ahead of the indebtedness herein authorized out of Pledged Revenues, shall be created or incurred while this Loan Agreement remains outstanding without the prior written approval of the Finance Authority.

(m) No Litigation. To the knowledge of the Governmental Unit after due investigation, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement and the Intercept Agreement or to comply with its obligations under this Loan Agreement and the Intercept Agreement. Neither the execution and delivery of this Loan Agreement and the Intercept Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under this Loan Agreement and the Intercept Agreement requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the Intercept Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement.

(o) Existing Pledges; Pledged Revenues Not Budgeted. Except as described on the Term Sheet the Pledged Revenues have not been pledged or hypothecated in any manner

for any purpose at the time of execution and delivery of this Loan Agreement. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(p) Expected Coverage Ratio. The average Pledged Revenues from the three Fiscal Years immediately preceding the Fiscal Year in which the Closing Date occurs exceeded one hundred fifteen percent (115%) and, on an ongoing basis during each year of the Loan Agreement Term are reasonably expected to equal or exceed, one hundred fifteen percent (115%) of the maximum annual principal and interest due on all outstanding Parity Obligations of the Governmental Unit.

(q) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(r) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: Project documents, annual audits, operational data required to update information in any disclosure documents used in connection with assignment or securitizing this Loan Agreement or the Loan Agreement Payments by issuance of Bonds by the Finance Authority, and notification of any event deemed material by the Finance Authority. For the purposes of this Loan Agreement, a material event shall include, without limitation, any violation or alleged violation by a state or federal agency of appropriate jurisdiction, of federal law, regulation, or policy which governs or applies to participants in the Drinking Water State Revolving Loan Fund.

(s) Single Audit Act Requirement. The Governmental Unit acknowledges that the funding provided pursuant to this Loan Agreement is derived in large part from federal grants to the Drinking Water State Revolving Loan Fund program pursuant to the Operating Agreement. During the Loan Agreement Term, the Governmental Unit shall annually, so long as the Governmental Unit expends more or equal to the threshold amount set forth in 2 C.F.R. Section 200.501 during any one Fiscal Year, cause an audit of the books and accounts of its operations in their entirety, or in the alternative an audit of the books and accounts of each of its departments, agencies and other organizational units which expended or otherwise administered the Loan or any other funds derived from the government of the United States, to be completed by an Independent Accountant in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.), and applicable regulations thereunder. The audit will be available for inspection by the Finance Authority and by the Environmental Protection Agency.

(t) Construction Requirements. The Governmental Unit shall require any contractor hired by it in connection with the construction of the Project to post a performance and payment bond as provided by NMSA 1978, § 13-4-18, as amended.

(u) Pledged Tax Revenues Covenants; Release upon Application and Approval. The Governing Body has duly adopted the Tax Ordinance, which constitutes the Pledged Revenues. The Tax Ordinance has not been repealed or superseded, is in full force and effect and is irrevocable until this Loan has been paid in full.

Section 2.2 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit:

(a) Legal Status and Authorization of Loan Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly the Finance Authority Act. The Finance Authority has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and has duly authorized the execution and delivery of this Loan Agreement.

(b) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, nor the consummation of the transactions contemplated in this Loan Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Finance Authority, or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(c) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. To the knowledge of the Finance Authority, neither the execution and delivery of this Loan Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) Legal, Valid and Binding Obligations. This Loan Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

### **ARTICLE III**

#### **LOAN AGREEMENT TERM**

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until the Governmental Unit's obligations under this Loan Agreement have been paid in full or provision for payment of this Loan Agreement has been made pursuant to Article VIII hereof.

## ARTICLE IV

### LOAN; APPLICATION OF MONEYS

#### Section 4.1 Application of Loan Agreement Proceeds.

(a) On the Closing Date, the amount shown on the Term Sheet as the Aggregate Program Amount shall be made available for disbursement by the Finance Authority to the Governmental Unit pursuant to Section 6.2 of this Loan Agreement at the request of the Governmental Unit and as needed by the Governmental Unit to implement the Project.

(b) The Final Requisition shall be submitted by the Governmental Unit within twenty seven (27) months following the Closing Date, except only as otherwise approved in writing by an Authorized Officer of the Finance Authority, based on the Governmental Unit's demonstration, to the reasonable satisfaction of the Authorized Officer of the Finance Authority, that unanticipated circumstances beyond the control of the Governmental Unit resulted in delaying the acquisition and completion of the Project, and submission of the Governmental Unit's Final Requisition.

Section 4.2 Disbursements; Approval of Payment Requests. The Governmental Unit shall transmit payment requisitions in the form attached to this Loan Agreement as Exhibit "C" and the supporting documentation required pursuant to Exhibit "C" to the Finance Authority. The Finance Authority or its designee shall review each requisition for compliance with (i) the Project's construction plans and specifications and (ii) all applicable state and federal laws, rules and regulations, and shall approve or disapprove the requisition accordingly. The Finance Authority shall cause Approved Requisitions to be paid from the Drinking Water State Revolving Loan Fund.

## ARTICLE V

### LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount not to exceed the Maximum Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Governmental Unit does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on a parity with any Parity Obligations and subordinate to any Senior Obligations, (ii) the Debt Service Account, and (iii) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments, provided, however, that if the Governmental Unit, its

successors or assigns, shall pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, or shall provide as permitted by Article VIII of this Loan Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions then, upon such final payment, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Aggregate Repayable Disbursements, as set forth in the Final Loan Agreement Payment Schedule.

Within five (5) days after each payment of an Approved Requisition during the Interim Period, the Finance Authority shall recalculate on the basis of the Aggregate Repayable Disbursements to that date the Interest Component and Administrative Fee Component next coming due as set out in Section 5.2(a)(i) of this Loan Agreement and shall provide written notice to the Governmental Unit of the recalculated Interest Component and Administrative Fee Component. Within thirty (30) days after the final disbursement, the Finance Authority shall provide a Final Loan Agreement Payment Schedule. The schedule of Loan Agreement Payments, assuming the disbursal of the entire Aggregate Program Amount within twenty-seven (27) months after the Closing Date, identified as the Interim Loan Agreement Payment Schedule, is attached to this Loan Agreement as Exhibit "B". The Finance Authority shall provide a Final Loan Agreement Payment Schedule following the final disbursement which shall supersede the schedule attached as Exhibit "B".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the sources of the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that the Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law and the laws of the State.

Section 5.2 Payment Obligations of Governmental Unit. The Debt Service Account shall be established and held by the Finance Authority or its designee on behalf of the Governmental Unit. All Loan Agreement Payments received by the Finance Authority or its designee pursuant to this Loan Agreement, whether directly from the Governmental Unit, from the Distributing State Agency pursuant to the Intercept Agreement, or in any other manner, shall be accounted for and maintained by the Finance Authority or its designee in the Debt Service Account, which account shall be kept separate and apart from all other accounts of the Finance Authority. The amounts on deposit in the Debt Service Account shall be expended and used by the Finance Authority only in the manner and order of priority specified herein.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority and the Finance Authority shall collect and deposit into the Debt Service Account from the Governmental Unit the Pledged Revenues, whether received directly from the Governmental Unit, from the Distributing State Agency pursuant to the Intercept Agreement, or in any other manner, in the manner specified herein.

(i) Payment of Interest Component and Administrative Fee Component during Interim Period.

(A) During the Interim Period, Interest and Administrative Fees shall accrue on the amount of Aggregate Repayable Disbursements, from the date of each Disbursement.

(B) During the Interim Period the Governmental Unit shall monthly, commencing on the first day of the month next following the first payment by the Finance Authority of an Approved Requisition, pay to the Finance Authority for deposit into the Debt Service Account such amount as is necessary, in monthly installments, to pay the Interest Component and Administrative Fee Component on the Aggregate Repayable Disbursements as of each Loan Agreement Payment Date.

(ii) Loan Agreement Payments Following the Interim Period. After the Interim Period, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account the following amounts:

(A) Interest and Administrative Fee Components. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Interest Component and Administrative Fee Component coming due on this Loan Agreement and monthly thereafter, commencing on each Loan Agreement Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component and Administrative Fee Component on this Loan Agreement as described in the Final Loan Agreement Payment Schedule.

(B) Principal Payments. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Principal Component; and thereafter on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in the Final Loan Agreement Payment Schedule.

(iii) Method of Payment. The Governmental Unit or the Distributing State Agency Pursuant to the Intercept Agreement shall transfer each month to the

Finance Authority, from Pledged Revenues, the amounts set forth in Subsections (i)(B), (ii)(A) and (ii)(B) of this Section 5.2(a) during the time that this Loan Agreement is outstanding.

(b) In the event that the balance of payments held in the Debt Service Account should exceed the amount needed to cover Loan Agreement Payments then due, the Finance Authority shall use the balance of the Pledged Revenues received, at the request of the Governmental Unit (i) to credit against upcoming Loan Agreement Payments, or (ii) to distribute to the Governmental Unit for any other purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority or its designee at the address designated in Section 11.1 of this Loan Agreement. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority or its designee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4. Additional Parity Obligations Payable from Pledged Revenues. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund Subordinated Obligations as provided in Section 5.5 hereof), it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Debt Service Account as provided in this Loan Agreement.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred fifteen percent (115%) of the combined maximum annual principal, interest requirement and the Administrative Fee Component coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.5 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement, without the written approval of the Finance Authority.

Section 5.5 Refunding Obligations Payable from Pledged Revenues. The provisions of Section 5.4 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (f) of Section 5.4 hereof and in subparagraphs (b) and (c) of this Section 5.5.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded have a lien on the Pledged Revenues on a parity with the lien thereon of this Loan Agreement and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 of this Loan Agreement.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights

and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of this same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.6 Investment of Governmental Unit Funds. Money on deposit in the Debt Service Account created hereunder may be invested by the Finance Authority or its designee in Permitted Investments at the written direction of the Governmental Unit or, in the absence of such written direction of the Governmental Unit, at the discretion of the Finance Authority. Any earnings on Permitted Investments shall be held and administered in the Debt Service Account and utilized in the same manner as the other moneys on deposit therein for the benefit of the Governmental Unit.

Section 5.7 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

## **ARTICLE VI**

### **THE PROJECT**

Section 6.1 Agreement to Acquire and Complete the Project. The Governmental Unit hereby agrees that in order to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or

corporations and, in general do all things which may be requisite or proper to acquire and complete the Project.

The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed by the Finance Authority pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements. So long as no Event of Default shall occur and the requirements of Section 4.2 are satisfied, the Finance Authority or its designee shall disburse moneys to pay a requisition upon receipt and approval by the Finance Authority or its designee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit, with required supporting documentation.

Section 6.3 Completion of the Acquisition of the Project. Upon completion of the acquisition of the Project, which shall occur no later than two (2) years after the Closing Date, unless a later date is approved as provided in Section 4.1(b) of this Agreement, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority, substantially in the form of Exhibit "D" attached hereto, stating that, to his or her knowledge, the acquisition of the Project has been completed and the Project has been accepted by the Governmental Unit, and all costs have been paid, except for any reimbursements requested pursuant to requisitions submitted prior to the end of the Interim Period. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Unrequisitioned Amounts. In the event that, (1) at the time of the delivery of the certificate of completion required by Section 6.3 hereof, there remains an Unrequisitioned Principal Amount, or (2) the Finance Authority shall not have received a Final Requisition, by the date that is twenty seven (27) months from the Closing Date, unless an extension is approved pursuant to Section 4.1(b) of this Loan Agreement, then the Governmental Unit shall have no right or title to the Unrequisitioned Principal Amount, nor any right to pledge, encumber or draw upon such Unrequisitioned Principal Amount, and the Finance Authority will not approve, honor, or enforce any requisition upon such Unrequisitioned Principal Amount pursuant to this Loan Agreement.

## **ARTICLE VII**

### **COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS**

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof. Authorized Officers are authorized to execute, acknowledge and deliver any such supplements and further instruments.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to rely and act on any such approval or request.

Section 7.3 Compliance with Court Orders. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 Compliance with Applicable State and Federal Laws. During the Loan Agreement Term, the Governmental Unit shall comply with all applicable State and federal laws, including, without limitation, the following:

(a) For all contracts, the Governmental Unit shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable.

(b) For all construction contracts awarded in excess of \$10,000, the Governmental Unit shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 12, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 40 and 60). In addition, for all contracts, the Governmental Unit shall comply with all State laws and regulations and all executive orders of the Governor of the State pertaining to equal employment opportunity.

(c) For all contracts awarded for construction or repair, the Governmental Unit shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3).

(d) For all construction subcontracts, and subgrants of amounts in excess of \$100,000, the Governmental Unit shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). In addition, for all contracts, the Contractor shall comply with all applicable State laws and regulations and with all executive orders of the Governor of the State pertaining to protection of the environment.

(e) For all contracts the Governmental Unit shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with section 362 of the Energy Policy and Conservation Act (42 U.S.C. § 6322).

(f) For all contracts in excess of \$2,000 the Governmental Unit shall comply with applicable standards of the Davis-Bacon Wage Act (40 U.S.C. § 3141 et seq.), as amended and supplemented, relating to wages paid to laborers and mechanics employed by contractors and sub-contractors on a Project funded directly by or assisted in whole or in part by and through the Governmental Unit.

(g) For all contracts, the Governmental Unit shall comply with the requirements of the Environmental Protection Agency's Program for Utilization of Minority and Women's Business Enterprises set out in Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations.

(h) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13502 on Use of Project Agreements for Federal Construction Projects.

(i) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order dated September 25, 2012 on Strengthening Protections Against Trafficking in Persons in Federal Contracts.

(j) For all contracts, the Governmental Unit shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, 2014 Consolidated Appropriations Act, Section 436 and related SRF Policy Guidelines) which the Governmental Unit understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Governmental Unit has requested and obtained a waiver from the Finance Authority pertaining to the Project or (ii) the Finance Authority has otherwise advised the Governmental Unit in writing that the American Iron and Steel Requirement is not applicable to the Project.

(k) For all contracts, the Governmental Unit shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Governmental Unit understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default under this Agreement.

(l) For all contracts, the Governmental Unit shall comply with Executive Order 12549 – Debarment and Suspension and all rules, regulations and guidelines issued pursuant to Executive Order 12549, including compliance with the requirement that each prospective participant in transactions related to the Loan execute a written certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions related to the Loan.

(m) For all contracts, the Governmental Unit shall comply with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) in all procurement contracts, and the Governmental Unit and procurement contractors shall include

such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the Project shall include in any contract in excess of \$2,000 the contract clauses set out in the EPA publication entitled "Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act Section 1450(e)."

(n) The Governmental Unit shall comply with the requirement of the June 3, 2015 Guidelines for Enhancing Public Awareness of SRF Assistance Agreements issued by the United States Environmental Protection Agency relating to signage, posters, advertisements, website or press releases indicating that financial assistance was received from the EPA for the Project.

The Finance Authority or its designee shall have the right to review all contracts, work orders and other documentation related to the Project that it deems necessary to assure compliance with applicable laws, rules and regulations, and may conduct such review as it deems appropriate prior to disbursing funds for payment of an Approved Requisition.

Section 7.5 First Lien Status. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.6 Expedition Completion. The Governmental Unit shall complete the Project with all practical dispatch.

## **ARTICLE VIII**

### **PREPAYMENT OF LOAN AGREEMENT PAYMENTS**

The Governmental Unit is hereby granted the option to prepay the Principal Component of this Loan Agreement in whole or in part on any day without penalty or prepayment premium, beginning one (1) year after the Closing Date. The Governmental Unit may designate the due date or due dates of the Principal Component or portions thereof being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the Finance Authority or its designee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Finance Authority or its designee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

## **ARTICLE IX**

### **INDEMNIFICATION**

From and to the extent of the Pledged Revenues and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and its designee, if any, harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment of the Loan Agreement proceeds. The Governmental Unit shall indemnify and save the Finance Authority and its designee, if any, harmless, from and to the extent of the available Pledged Revenues and to the extent permitted by law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or its designee, shall defend the Finance Authority or its designee, if any, in any such action or proceeding.

## **ARTICLE X**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable; or

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Unit by the Finance Authority or its designee, if any, unless the Finance Authority or its designee, as applicable, shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or its designee but cannot be cured within the applicable thirty (30) day period, the Finance Authority or its designee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect; or

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority shall have the right to intervene in the proceedings to protect the Finance Authority's interests; or

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or,

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority shall have the right to intervene in the proceedings to protect its interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority under this Loan Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues and Aggregate Disbursements; or,

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or enforce any other of its rights thereunder.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 of this Loan Agreement, no remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority may in its discretion waive any Event of Default hereunder and the consequences of an Event of Default by written waiver; provided, however, that there shall not be waived (i) any Event of Default in the payment of principal of this Loan Agreement at the date when due as specified in this Loan Agreement, or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payment of principal and all expenses of the Finance Authority, in connection with such Event of Default shall have been paid or provided. Such waiver shall be effective only if made by written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses Related to Defaults. In the event that the Governmental Unit should default under any of the provisions hereof and the Finance Authority employs attorneys or incurs other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit contained in this Loan Agreement, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the

obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

## **ARTICLE XI**

### **MISCELLANEOUS**

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Governmental Unit, then to:

Village of Magdalena  
Attn: Mayor  
P.O. Box 145  
Magdalena, New Mexico 87825

If to the Finance Authority, then to:

New Mexico Finance Authority  
Attention: Chief Executive Officer  
207 Shelby Street  
Santa Fe, New Mexico 87501

And if to Finance Authority's designated servicing agent for this Loan Agreement, if any, at the address to be provided by the servicing agent. The Governmental Unit and the Finance Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. This Loan Agreement may be amended only with the written consent of the Finance Authority and the Governmental Unit, except as provided in Section 4.1(b) of this Loan Agreement. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Loan Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by an Authorized Officer of the Finance Authority shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Loan Agreement.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority or against any officer, employee, director or member of the Governing Body, past, present or future, as an individual so

long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. This Loan Agreement (except as to the Administrative Fee) may be assigned and transferred by the Finance Authority to a trustee, which right to assign and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself has executed this Loan Agreement, which was approved by the Finance Authority's Board of Directors on December 19, 2019 and February 27, 2020, in its corporate name by its duly authorized officers; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed hereto and attested by duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

Prepared for Execution by Officers of the Finance Authority:

VIRTUE & NAJJAR, PC  
As Loan Counsel to the Finance Authority

By \_\_\_\_\_  
Richard L. C. Virtue

Approved for Execution by Officers of the Finance Authority:

By \_\_\_\_\_  
Daniel C. Opperman, Chief Legal Officer  
New Mexico Finance Authority Legal and Compliance Department

VILLAGE OF MAGDALENA,  
SOCORRO COUNTY, NEW MEXICO

By \_\_\_\_\_  
Richard Rumpf, Mayor

ATTEST:

By \_\_\_\_\_  
Carleen Gomez, Deputy Clerk

**EXHIBIT "A"**

**TERM SHEET**

**LOAN NO. DW-5132**

**TO THE VILLAGE OF MAGDALENA, SOCORRO COUNTY, NEW MEXICO**

Governmental Unit:	Village of Magdalena, Socorro County New Mexico
Project Description:	Magdalena Water Well Project 2. The Project consists of designing and constructing a new municipal water well and water line improvement/replacement to supply potable water to the Village of Magdalena and as funding allows, rehabilitation to the existing well and the addition of a new storage tank and related expenditures.
Pledged Revenues:	Revenues of one-quarter of one percent (0.25%) of the Municipal Gross Receipts, enacted pursuant to NMSA 1978, § 7-19D-1 et seq., and imposed by the Governmental Unit's Ordinance passed and approved by the Governmental Unit on June 18, 1985 with an effective date of January 1, 1986, pursuant to NMSA 1978, § 7-19D-1 et seq.
Currently Outstanding Parity Obligations for Pledged Revenues:	None
Currently Outstanding Senior Obligations:	None
Currently Outstanding Subordinate Obligations:	None
Authorizing Legislation:	Governmental Unit Resolution No. 2020-18 adopted September 14, 2020.
Closing Date:	October 23, 2020
Interest Rate:	0.25% (which includes the Administrative Fee)
Maximum Forgiven Program Fund Component:	\$750,000

Maximum Repayable Program Fund Component:	\$250,000
Aggregate Program Fund Amount:	\$1,000,000
Maximum Principal Amount:	\$1,000,000
Subsidy Percent:	75%

**EXHIBIT "B"**

**LOAN AGREEMENT PAYMENT SCHEDULE**

[SEE ATTACHED]

## BOND SOLUTION

Village of Magdalena  
Water Well 2 Project, DW-5132

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
05/01/2021		326	326	16,732	16,406	5126.38255%
05/01/2022		625	625	16,732	16,107	2677.12000%
05/01/2023	8,035	8,660	8,660	16,732	8,072	193.21016%
05/01/2024	8,055	8,660	8,660	16,732	8,072	193.21195%
05/01/2025	8,075	8,660	8,660	16,732	8,072	193.21507%
05/01/2026	8,096	8,661	8,661	16,732	8,071	193.19722%
05/01/2027	8,116	8,660	8,660	16,732	8,072	193.20258%
05/01/2028	8,136	8,660	8,660	16,732	8,072	193.20882%
05/01/2029	8,156	8,660	8,660	16,732	8,072	193.21641%
05/01/2030	8,177	8,660	8,660	16,732	8,072	193.20302%
05/01/2031	8,197	8,660	8,660	16,732	8,072	193.21284%
05/01/2032	8,218	8,660	8,660	16,732	8,072	193.20124%
05/01/2033	8,238	8,660	8,660	16,732	8,072	193.21373%
05/01/2034	8,259	8,660	8,660	16,732	8,072	193.20436%
05/01/2035	8,280	8,661	8,661	16,732	8,071	193.19678%
05/01/2036	8,300	8,660	8,660	16,732	8,072	193.21239%
05/01/2037	8,321	8,660	8,660	16,732	8,072	193.20659%
05/01/2038	8,342	8,660	8,660	16,732	8,072	193.20213%
05/01/2039	8,363	8,661	8,661	16,732	8,072	193.19901%
05/01/2040	8,384	8,661	8,661	16,732	8,071	193.19678%
05/01/2041	8,404	8,660	8,660	16,732	8,072	193.21819%
05/01/2042	8,425	8,660	8,660	16,732	8,072	193.21864%
05/01/2043	8,447	8,661	8,661	16,732	8,071	193.19767%
05/01/2044	8,468	8,660	8,660	16,732	8,072	193.20035%
05/01/2045	8,489	8,660	8,660	16,732	8,072	193.20391%
05/01/2046	8,510	8,660	8,660	16,732	8,072	193.20927%
05/01/2047	8,531	8,660	8,660	16,732	8,072	193.21507%
05/01/2048	8,553	8,660	8,660	16,732	8,072	193.20035%
05/01/2049	8,574	8,660	8,660	16,732	8,072	193.20882%
05/01/2050	8,595	8,660	8,660	16,732	8,072	193.21864%
05/01/2051	8,617	8,660	8,660	16,732	8,072	193.20704%
05/01/2052	8,639	8,661	8,661	16,732	8,071	193.19678%
	250,000	260,756	260,756	535,424	274,668	

**EXHIBIT "C"**

**FORM OF REQUISITION**

RE: \$1,000,000 Loan Agreement by and between the Finance Authority and the Village of Magdalena, Socorro County, New Mexico (the "Loan Agreement")

TO: New Mexico Finance Authority  
207 Shelby Street  
Santa Fe, New Mexico 87501  
Attn: Loan Servicing

LOAN NO. DW-5132

CLOSING DATE: October 23, 2020

You are hereby authorized to disburse to the Village of Magdalena or its payee with regard to the above-referenced Loan Agreement the following:

REQUISITION NUMBER:		<input type="checkbox"/> Interim Request <input type="checkbox"/> Final Request
AMOUNT OF PAYMENT:	\$	

PURPOSE OF PAYMENT:

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☐ This is a request of REIMBURSEMENT of incurred and paid project expenses. (Attach proof of payment, e.g. check stubs, and corresponding invoices)

☐ This is a request of DIRECT PAYMENT to vendor or service provider of incurred project expenses. (Attach invoices)

**PAYEE INFORMATION**

NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

Please indicate if this Business is considered a

<input type="checkbox"/> SBE (Small Business Entrepreneur)	<input type="checkbox"/> MBE (Minority Business Entrepreneur)	<input type="checkbox"/> WBE (Women owned business Entrepreneur)	<input type="checkbox"/> N/A
--	---	--	------------------------------

(Attach SBE/MBE/WBE Certification)

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge for requisition and payment.

Each obligation, item of cost or expense mentioned herein is not for costs related to the purchase of land or easement.

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the Village of Magdalena is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the Village of Magdalena understands its obligation to complete the acquisition and installation of the Project and shall complete the acquisition and installation of the Project from other legally available funds.

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
(Print name and title)

**EXHIBIT "D"**

**FORM OF CERTIFICATE OF COMPLETION**

RE: \$1,000,000 Loan Agreement by and between the Finance Authority and the Village of Magdalena, Socorro County, New Mexico (the "Loan Agreement")

Loan No. DW-5132

Closing Date: October 23, 2020

TO: NEW MEXICO FINANCE AUTHORITY

I, \_\_\_\_\_, the \_\_\_\_\_ of the  
[Name] [Title or position]

Village of Magdalena, hereby certify as follows:

1. The project described in the Loan Agreement (the "Project") was completed and placed in service on \_\_\_\_\_, 20\_\_\_\_.
2. The total cost of the Project was \$ \_\_\_\_\_.
3. Cost of the Project paid from the Loan was \$ \_\_\_\_\_.
4. The portion of the Maximum Principal Amount unexpended for the Project is \$ \_\_\_\_\_.
5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan Agreement.

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

VILLAGE OF MAGDALENA,  
SOCORRO COUNTY, NEW MEXICO

By: \_\_\_\_\_

Its: \_\_\_\_\_

## INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into October 23, 2020, by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the "State") under the laws of the State and the VILLAGE OF MAGDALENA, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the "Governmental Unit").

### W I T N E S S E T H:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as to facilitate financing of a water improvement project for use by the Governmental Unit; and

WHEREAS, pursuant to Sections 6-21-1 *et seq.*, NMSA 1978, as amended, and Sections 3-31-1 through 3-31-12, NMSA 1978, as amended (collectively, the "Act") the Finance Authority and the Governmental Unit are authorized to enter into agreements to facilitate the financing of the Project as described in the Drinking Water State Revolving Loan Fund Loan and Subsidy Agreement by and between the Finance Authority and the Governmental Unit of even date herewith (the "Loan Agreement"); and

WHEREAS, the Governmental Unit desires to acquire the Project and such acquisition is permitted under the Act; and

WHEREAS, the Finance Authority has established its Drinking Water State Revolving Fund Loan Program (the "Program") funded by Drinking Water State Revolving Fund (as defined in the Act) for the financing of projects upon the execution of the Loan Agreement; and

WHEREAS, the Governmental Unit desires to borrow \$250,000 from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement; and

WHEREAS, the Act confers upon the Finance Authority the authority to loan funds to the Governmental Unit to finance the Project, and Section 7-1-6.15.H, NMSA 1978, as amended, authorizes the Governmental Unit to direct that its distribution of the one-quarter of one percent (0.25%) of its Municipal Gross Receipts Tax, adopted pursuant to NMSA 1978, § 7-19D-1 *et seq.*, (the "Pledged Revenues"), from the State Taxation and Revenue Department (the "Distributing State Agency") be paid to the Finance Authority or its assignee, to secure payments under the Loan Agreement;

NOW THEREFORE, the parties hereto agree:

Unless otherwise defined in this Intercept Agreement and except where the context by clear implication otherwise requires, capitalized terms used in this Intercept Agreement shall have for

all purposes of this Intercept Agreement the meanings assigned thereto in the Loan Agreement and the Indenture, as defined in the Loan Agreement.

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$250,000 to finance the acquisition of the Project. Pursuant to Section 5.2(a) of the Loan Agreement and this Intercept Agreement, the Governmental Unit shall directly make timely payment of Loan Agreement Payments to the Finance Authority during the Interim Period. After the completion of the Interim Period, the Governmental Unit agrees that all payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit "A" (the "Intercept Schedule").

This Intercept Agreement shall be deemed a written certification, authorization and request by the Governmental Unit to the Distributing State Agency to pay to the Finance Authority, on behalf of the Governmental Unit, sums shown on the Intercept Schedule from distributions of the Pledged Revenues pursuant to Section 7-1-6.15, NMSA 1978, as amended, to insure compliance with the Loan Agreement and repayment of the Loan. Upon written notice to the Distributing State Agency from the Finance Authority, the amount of the Pledged Revenues to be paid to the Finance Authority shall be increased from the amounts shown on Exhibit "A" to defray any delinquencies in the Finance Authority Debt Service Account or changed to match the Final Loan Agreement Payment Schedule. Any accumulation of the Pledged Revenues in an amount in excess of the next Loan Agreement Payment shall be redirected by the Finance Authority to the benefit of the Governmental Unit on a timely basis as provided in Section 5.2 of the Loan Agreement.

To the extent applicable and to the extent that the Pledged Revenues are insufficient to meet the debt service requirements due on the Loan and other Parity Obligations (as defined in the Loan Agreement) now or hereafter issued or incurred, the amounts intercepted under this Intercept Agreement shall be applied to allow partial payment on a pro-rata basis of the debt service due and owing on the Loan Agreement and other Parity Obligations.

Section 2. Term; Amendments. This Intercept Agreement will remain in full force and effect from its effective date as herein provided until such time as the Loan made pursuant to the Loan Agreement and this Intercept Agreement have been paid in full. Nothing herein shall be deemed in any way to limit or restrict the Governmental Unit from issuing its own obligations, providing its own program or participating in any other program for the financing of public projects which the Governmental Unit may choose to finance. This Intercept Agreement may be amended only by written instrument signed by the parties hereto.

Section 3. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Resolution No. 2020-18, passed and adopted on September 14, 2020, by the Governing Body of the Governmental Unit, which Resolution is in full force and effect on the date hereof.

Section 4. Severability of Invalid Provisions. If any one or more of the provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy

of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 5. Counterparts. This Intercept Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Further Authorization. The Governmental Unit agrees that the Finance Authority shall do all things necessary or convenient to the implementation of the Program to facilitate the Loan to the Governmental Unit.

Section 7. Effective Date. This Intercept Agreement shall take effect on the Closing Date of the Loan.

Section 8. Initial Intercept Date. As indicated on the Intercept Schedule, the first distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit distributed in April, 2023.

Section 9. Final Intercept Date. Once the Loan has been fully paid off and satisfied, Finance Authority shall provide written notice to the Distributing State Agency to discontinue the interception of the Governmental Unit's Pledged Revenues.

[Remainder of page left intentionally blank]

[Signature page follows]

IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

VILLAGE OF MAGDALENA, NEW MEXICO

By \_\_\_\_\_  
Richard Rumpf, Mayor

(SEAL)

Attest:

By \_\_\_\_\_  
Carleen Gomez, Deputy Clerk

Acknowledged:

By \_\_\_\_\_  
\_\_\_\_\_, Taxation and Revenue Department

Date: \_\_\_\_\_

EXHIBIT "A"

INTERCEPT SCHEDULE  
VILLAGE OF MAGDALENA, SOCORRO COUNTY, NEW MEXICO

Payment Dates	Pledged Revenues	Amount
Monthly, beginning May 2021 through April 2023	The revenues of the Governmental Unit's Municipal Gross Receipt Tax imposed pursuant an Ordinance adopted June 18, 1985, and NMSA 1978, § 7-19D-1 et seq., equal to one-quarter of one percent (0.25%) of the gross receipts of persons engaging in business within the Governmental Unit, and distributed monthly to the Governmental Unit from the New Mexico Department of Taxation and Revenue.	\$0.00**
June 2023 through April 2052		\$8,661.00**

\*\*The Governmental Unit shall make timely payments of Loan Agreement Payments until the completion of the Interim Period, at which time the Final Loan Agreement Payment Schedule will be prepared by the Finance Authority and given to the Governmental Unit and the State Taxation and Revenue Department. The State Taxation and Revenue Department shall thereafter distribute Pledged Revenues set forth in the collection schedule to be applied to payment of the Loan as provided in the Loan Agreement and this Intercept Agreement.

**VILLAGE OF MAGDALENA  
ORDINANCE NO. 2020-01**

**LODGERS' TAX**

**WHEREAS**, NMSA 1978, Section 3-17-1(A)(C)(1) provides that municipalities may adopt ordinances not inconsistent with the laws of the State of New Mexico and may enforce obedience to those ordinances;

**WHEREAS**, NMSA 1978, Section 3-38-15 provides that municipalities may impose by ordinance an occupancy tax for revenues on lodging within the municipality;

**WHEREAS**, NMSA 1978, Section 3-38-20 provides that an ordinance imposing an occupancy tax shall comply with certain requirements and not be inconsistent with the Lodgers' Tax Act, NMSA 1978, Section 3-38-13 through 3-38-25;

**WHEREAS**, NMSA 1978 Section 3-38-1 provides that a governing body may declare, by ordinance, that the licensing or regulation of a business not otherwise exempt by law is conducive to the promotion of the health and general welfare of the municipality and may impose a license fee.

**NOW THEREFORE, BE IT ORDAINED** that the Board of Trustees of the Village of Magdalena adopts the following Ordinance establishing a tax on lodging within the Village.

**Section 1. PURPOSE**

The purpose of this Ordinance is to impose a tax which will be borne by persons using commercial lodging accommodations, which tax will provide revenue for advertising, publicizing, and promoting tourist-related attractions, facilities, and events. This updated Ordinance incorporates changes in the law.

**Section 2. DEFINITIONS**

- A. Gross Taxable Rent. The total amount of rent paid for lodging, not including the state gross receipts tax or local sales taxes.
- B. Lodging. The transaction of furnishing rooms or other accommodations by a vendor to a vendee who for rent uses, possesses or has to right to use or possess the rooms or other units of accommodations in or at a taxable premises.

- C. Lodgings. The rooms or other accommodations furnished by a vendor to a vendee by a taxable service of lodgings.
- D. Occupancy Tax. The tax on lodging authorized by the Lodgers' Tax Act.
- E. Person. A corporation, firm, other body corporate, partnership, association or individual. Person includes an executor, administrator, trustee, receiver or other representative appointed according to law and acting in a representative capacity. Person does not include the United States of America, the State of New Mexico, any corporation, department, instrumentality or agency of the federal government or the state government or any political subdivision of the State.
- F. Rent. The consideration received by a vendor in money, credits, property or other consideration valued in money for lodgings subject to an occupancy tax authorized in the Lodgers' Tax Act.
- G. Taxable Premises. A hotel, motel, or other premises used for lodging that is not the vendee's household or primary residence.
- H. Temporary Lodging. Lodgings for the purpose of housing a vendee within proximity of the vendee's employment or job location.
- I. Tourist. A person who travels for the purpose of business, pleasure or culture to a municipality imposing an occupancy tax.
- J. Tourist-Related Events. Events that are planned for, promoted to and attended by tourists.
- K. Tourist-Related Facilities and Attractions. Facilities and attractions that are intended to be used or visited by tourists.
- L. Tourist-Related Transportation Systems. Transportation systems that provide transportation for tourists to and from tourist-related facilities and attractions and tourist-related events.
- M. Vendee. A natural person to whom lodgings are furnished in the exercise of the taxable service of lodging.
- N. Vendor. A person or his agent furnishing lodgings in the exercise of the taxable service of lodging.

### **Section 3. AMOUNT OF TAX**

The occupancy tax shall be five percent (5%) of the gross taxable rent.

**Section 4. PROCEEDS OF TAX**

- A. Portions of the proceeds from the occupancy tax that are collected based on the first thirty days a vendee rents lodgings in taxable premises shall be used only for advertising, publicizing and promoting tourist related facilities and attractions and tourist-related events as follows: Not less than one-half (1/2) of the proceeds from the first three percent (3%) of the tax and not less than one-fourth (1/4) of the proceeds from the tax in excess of three percent (3%).
- B. The proceeds from the occupancy tax that are collected based on the first thirty days a vendee rents lodgings in taxable premises in excess of the amount required to be used for advertising, publicizing and promoting tourist-related attractions, facilities, and events may be used to defray the costs of:
  - a. collecting and otherwise administering the tax, including the performance of audits required by the Lodgers' Tax Act and this Ordinance pursuant to guidelines issued by the Department of Finance and Administration;
  - b. establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping, furnishing or acquiring real property or any interest in real property for the site or grounds for tourist-related facilities, attractions or transportation systems of the Village;
  - c. the principal of and interest on any prior redemption premiums due in connection with and any other charges pertaining to revenue bonds authorized by NMSA 1978, Section 3-38-23 or 3-38-24;
  - d. advertising, publicizing and promoting tourist-related attractions, facilities and events of the Village and tourist facilities or attractions within the area;
  - e. providing police and fire protection and sanitation service for tourist-related events, facilities and attractions located in the Village; or
  - f. any combination of the foregoing purposes or transactions in this subsection, but for no other Village purpose.

- C. The Village may use the proceeds from the occupancy tax that are collected based on the thirty-first and subsequent days a vendee rents lodgings in taxable premises for any Village purpose.

#### **Section 5. REGISTRATION OF VENDORS**

- A. No vendor shall engage in the operation of taxable premises in the Village of Magdalena who has not first registered as provided in the Registration of Business Activities Ordinance. Vendors who have registered under that Ordinance shall be deemed licensed for the purposes of NMSA 1978, Section 3-38-20.
- B. A vendor who is exempt from obtaining a taxpayer identification number under NMSA 1978, Section 7-9-1 thru 7-9-117 shall register with the Village as a vendor under this Ordinance; providing relevant contact information and a description of the taxable premises. Vendors shall update this information between January 1 and April 1 of each year.

#### **Section 6. EXEMPTIONS**

- A. The occupancy tax shall not apply if a vendee:
- a. Has been a permanent resident of the taxable premises for a period of at least thirty (30) consecutive days, unless those premises are temporary lodging; or
  - b. Enters into or has entered into a written agreement for lodgings at the taxable premises for a period of at least thirty (30) consecutive days, unless those premises are temporary lodging;
  - c. Pays less than two dollars (\$2.00) per day in rent.
- B. The occupancy tax shall not apply to lodging accommodations:
- a. At institutions of the federal government, the state, or any political subdivision thereof;
  - b. At religious, charitable, educational or philanthropic institutions, including accommodations at summer camps operated by such institutions;
  - c. Clinics, hospitals, or other medical facilities;

- d. In privately owned and operated convalescent homes or homes for the aged, infirm, indigent, or chronically ill.

**Section 7. CREATION and RETENTION OF RECORDS**

- A. Each vendor shall make a report by the twenty-fifth (25<sup>th</sup>) day of each month on forms (known as returns) provided by the Village Clerk of the receipts for lodging paid in the preceding calendar month, verified on oath of the vendor;
- B. Vendors shall maintain vendee receipts or other accurate and regularly updated records reflecting the number of rooms and the number of nights the rooms are rented, and whether such rentals are claimed as exempt and the reasons(s) therefor;
- C. Vendors shall maintain tax returns or any other records required by any other law;
- D. Vendor shall maintain the above records in Magdalena, New Mexico;
- E. The records shall be available and open to inspection by the Village during reasonable hours;
- F. Records shall be retained for at least three (3) years.

**Section 8. COLLECTION and PAYMENT OF TAX**

- A. Every vendor providing lodgings shall collect the tax thereon on behalf of the Village and shall act as a trustee therefor;
- B. The tax herein shall be collected from vendees in accordance with this Ordinance and shall be charged separately from the rent fixed by the vendor for the lodgings;
- C. Each vendor shall be liable to the Village of Magdalena for the tax provided herein on the rent paid for lodging at each taxable premises;
- D. Payment shall be made by the twenty-fifth (25<sup>th</sup>) day of each month for lodging paid in the preceding calendar month in the form of check or money order; in person at Village offices or by U.S. mail or another reliable shipment or courier service.

## **Section 9. REFUNDS and CREDITS**

- A. If any person believes they have made payment of occupancy tax in excess of that for which they were liable, they may claim a refund thereof by directing to the Village Clerk, no later than ninety (90) days from the date payment was made, a written claim for refund. Every claim for refund shall state the nature of the person's complaint and the affirmative relief requested. The Village Clerk shall allow the claim in whole or in part or may deny it within ten (10) working days of receipt of the complaint. If the person is not satisfied with the Clerk's proposed resolution, the person may request an appeal to the governing body within ten (10) working days of receipt of the Clerk's decision.
- B. Refunds of tax erroneously paid and amounting to one hundred dollars (\$100.00) or more may be made only with the approval of the governing body.

## **Section 10. AUDITS OF VENDORS**

- A. Random audits shall be conducted to verify full payment of occupancy tax receipts.
- B. The governing body shall periodically select taxable premises and vendors subject to audit at an open meeting by selecting one of its members to draw from a collection of currently licensed vendors;
- C. No vendor shall be subject to random audit more than once per year;
- D. The audits may be performed by the Village Clerk or by any other designee selected by the governing body;
- E. Copies of audits completed shall be filed annually with the local government division of the department of finance and administration;
- F. It is unlawful for any employee of the Village of Magdalena to reveal to any person other than another employee, member of the governing body of the Village of Magdalena, or employee or representative of the local government division of the department of finance and administration, any information contained in the return or audit of any taxpayer, including vendors subject to the Lodgers' Tax Act, except to a court of competent jurisdiction in an action relating to taxes to

which the Village of Magdalena is a party, or to the taxpayer or their authorized representative.

#### **Section 11. ADMINISTRATION and REPORTING**

- A. The governing body of the Village of Magdalena shall administer the occupancy tax monies collected;
- B. The governing body shall furnish to the Advisory Board that portion of any proposed budget, report or audit filed or received by the governing body pursuant to either Chapter 6, Article 6 NMSA 1978 of the Audit Act that is related to the expenditure of occupancy tax funds within ten (10) days of the filing or receipt of such proposed budget, report or audit by the governing body;
- C. The governing body shall report to the local government division of the department of finance and administration on a quarterly basis any expenditure of occupancy tax funds pursuant to Sections 3-38-15 and 3-38-21 NMSA 1978 and shall furnish a copy of this report to the Advisory Board when it is filed with the division.

#### **Section 12. ADVISORY BOARD**

- A. The Mayor shall appoint a five (5) -member advisory board that consists of two (2) members who are owners or operators of lodgings subject to the occupancy tax within the Village, two (2) members who are owners or operators of industries located within the Village that primarily provide services or products to tourists, and one (1) member who is a resident of the Village and represents the general public.
- B. Members of the Advisory Board shall serve at the pleasure of the Mayor.
- C. The Advisory Board shall advise the governing body on the expenditure of funds to be used for advertising, publicizing and promoting tourist-related attractions, facilities and events in the Village.
- D. The Advisory Board shall submit to the government body recommendations for the expenditures of funds for advertising, publicizing and promoting tourist-related attractions, facilities and events in the Village.

### **Section 13. CONTRACTING FOR SERVICES**

- A. The governing body may contract for the management of programs and activities funded with the revenue from the tax authorized for use for advertising, publicizing and promoting tourist-related attractions, facilities and events. The governing body shall require periodic reports to the governing body, at least quarterly, listing the expenditures for those periods. Within ten (10) days of receiving the reports, the governing body shall furnish copies of them to the Advisory Board. Funds provided to the contracting person or governmental agency shall be maintained in a separate account established for that purpose and shall not be commingled with any other money.
- B. A person or governmental agency with whom the Village contracts under this Section to conduct an activity authorized by Section 4(B) of this Ordinance shall maintain complete and accurate financial records of each expenditure of the tax revenue made and upon request of the governing body, shall make such records available for inspection.
- C. The occupancy tax revenue spent for a purpose authorized by this Ordinance may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses and other administrative costs only if those administrative costs are incurred directly for that purpose.
- D. A person or governmental agency with whom the Village contracts under this Section may subcontract with the approval of the governing body. A subcontractor shall be subject to the same terms and conditions as the contractor regarding separate financial accounts, periodic reports and inspection of records.

### **Section 14. CIVIL ENFORCEMENT and LIENS**

- A. A vendor is liable for the payment of the proceeds of any occupancy tax that the vendor failed to remit to the Village, due to failure to collect the tax or otherwise.
- B. The Village may bring an action in law or equity in the Seventh Judicial District Court for the collection of any amounts due, including without

limitation penalties thereon, interest on the unpaid principal at a rate not exceeding one percent a month, the costs of collection and reasonable attorneys' fees incurred in connection therewith;

- C. The civil penalty for failure to remit payment in a timely manner is an amount equal to the greater of ten percent (10%) of the amount that was not duly remitted or one hundred dollars (\$100.00).
- D. The occupancy tax constitutes a lien in favor of the Village upon the personal and real property of the vendor providing lodgings. The lien may be enforced as provided in Sections 3-36-1 through 3-36-7 NMSA 1978. Priority of the lien shall be determined from the date of filing.
- E. Under process or order of court, no person shall sell the property of any vendor without first ascertaining from the Village Clerk the amount of any occupancy tax due the Village. Any occupancy tax due the Village shall be paid from the proceeds of the sale before payment is made to the judgment creditor or any other person with a claim on the sale proceeds.

#### **Section 15. CRIMINAL PENALTY**

Any person who violates the provision of this Lodgers' Tax Ordinance by a failure to pay the tax, to remit proceeds thereof to the Village, or to account properly for any lodging and the tax proceeds pertaining thereto, shall be guilty of a misdemeanor and upon conviction shall be fined in an amount of not more than five hundred dollars (\$500) or imprisonment of not more than ninety (90) days, or both.

#### **Section 16. SEVERABILITY**

If any section, subsection, sentence, clause, word or phrase of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, word or phrase thereof irrespective of the fact that any one or more section, subsection, sentence, clause, word or phrase thereof be held unconstitutional or otherwise invalid.

**Section 17. REPEALER**

Ordinance 2015-06 is repealed. Any other ordinance, resolution, or rule directly in conflict with this ordinance is hereby repealed to the extent of such conflict.

**Passed, Approved, and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

Approved:

\_\_\_\_\_  
Richard Rumpf, Mayor

\_\_\_\_\_  
Katherine Stout, General Counsel as to  
legal sufficiency

Attested:

\_\_\_\_\_  
Carleen Gomez  
Deputy Clerk

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## Infrastructure Capital Improvement Plan FY 2021-2025

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### ICIP for Magdalena

**Contact:** Carleen Gomez  
PO Box 145  
Magdalena, NM 87825

**Telephone No.:** (575) 854-2261

**Email Address:** cgonzalez@villageofmagdalena.com

**County:** Socorro

**Entity Type:** MU

**Procurement Officer Name:** Jay Armijo

**Telephone No.:** (575)744-0039

**Email Address:** jarmijo@sccog-nm.com

**Financial Officer Name:** Jay Armijo

**Telephone No.:** (575)744-0039

**Email Address:** jarmijo@sccog-nm.com

#### Executive Order 2013-006 Compliance

**Is your entity compliant with Executive Order 2013-006?** Yes

**Does your entity have an asset management plan and/or inventory listing of capital assets?** Yes

### Entity Planning: Process, Nature/Effect/Options/Recommendations of Trends

#### Process

There was one open and scheduled meeting. The public was encouraged to participate in the review process. The list of proposed projects began with a review of the previous ICIP. New projects were put forward by the Trustees reflecting the community needs. Upon deliberation the projects have been listed on the ICIP Project Summary in a priority order. The projects take into consideration the capital goals and the likely availability of funds.

#### Goals

In 2019 the Village was assured a Trash Truck from the City of Albuquerque to be utilized as a backup in lieu of purchasing a new truck at that time. However, a change in administration at the City of Albuquerque nullified that agreement. The Village's current Trash Truck is a donated vehicle and has many hours of operation as well as constant break downs and need of repair. A new Trash Truck is needed to assure solid waste management services to the community. The Village of Magdalena is in dire need of drilling a new well, a new storage tank to hold more water & new water meters for customers that are up to date. . The Village of Magdalena needs to meet and maintain sanitary survey requirements as outlined by law and governed by NMED and US EPA. The Village has prepared a PER and Water Conservation Plan. A new Marshal's office is needed as the current Marshal's office is old, has leaks and a mold problem.

#### Factors/Trends Considered

Although State and Federal agencies have provided funding assistance and support in recent years, general fund revenues need to take on a significant growth pattern if Magdalena is to improve and maintain it's infrastructure. The Village of Magdalena is growing and also the demand for more services to be provided.

## Infrastructure Capital Improvement Plan FY 2021-2025

### Magdalena Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2021	2022	2023	2024	2025	Total Project Cost	Amount Not Yet Funded	Phases?
31589	2021	001	Garbage Truck	Other - Solid Waste	0	250,000	0	0	0	0	250,000	250,000	No
24006	2021	002	Water System Improvements	Water - Water Supply	408,955	1,075,000	0	0	0	0	1,483,955	1,075,000	Yes
34058	2021	003	Wastewater Improvements & Maintenance	Water - Wastewater	37,500	1,175,000	0	0	0	0	1,212,500	1,175,000	Yes
14346	2022	001	Village Street Improvements	Transportation - Highways/Roads/Bridges	0	0	1,000,000	0	0	0	1,000,000	1,000,000	Yes
10725	2023	001	Marshal's Office/Municipal Court	Facilities - Administrative Facilities	0	0	565,000	0	0	0	565,000	565,000	No
12339	2023	002	Municipal Complex Phase II	Facilities - Libraries	0	0	0	400,000	0	0	400,000	400,000	No
34059	2024	001	Community Events Complex	Facilities - Convention Facilities	0	0	0	0	2,500,000	0	2,500,000	2,500,000	Yes
10036	2025	001	Health Clinic Expansion	Facilities - Health-Related Cap Infrastructure	0	0	0	0	0	300,000	300,000	300,000	No
<b>Number of projects:</b>				8									
<b>Funded to date:</b>				446,455	2,500,000	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:	
<b>Grand Totals</b>							1,565,000	400,000	2,500,000	300,000	7,711,455	7,265,000	

## Infrastructure Capital Improvement Plan FY2021-2025

### ICIP Capital Project Description

<b>Year/Rank</b>	2021	001	<b>Priority:</b>	High	<b>ID:</b>	31589
<b>Project Title:</b>	Garbage Truck			<b>Class:</b>	New	
<b>Contact Name:</b>	Carleen Gomez			<b>Contact Phone:</b>	(575) 854-2261	
<b>Contact E-mail:</b>				<b>Contact E-mail:</b>	egomez@villageofmagdalena.com	
<b>Total project cost:</b>	250,000			<b>Proposed project start date:</b>	07/01/2020	
<b>Project Location:</b>	108 N. Main Street			<b>Latitude:</b>	Magdalena NM 87825	
<b>Legislative Language:</b>	To purchase and equip garbage truck for the Village of Magdalena, NM, Socorro County.					
<b>Scope of Work:</b>	To purchase and equip one garbage truck. We will use the bid process or purchase. The truck will be housed/stored at the Village of Magdalena's maintenance yard that is fenced.					

## Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

**Please complete table below with all secured and potential funding sources.**

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
NMFAL	250,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	250,000		0	0		

**Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.**

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2021	2022	2023	2024	2025	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0

## Infrastructure Capital Improvement Plan FY2021-2025

Acquisition	N/A	0	0	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0	0	0
Furnishing/Equipment	No	0	250,000	0	0	0	0	0	0	250,000
<b>TOTALS</b>		0	250,000	0	0	0	0	0	0	250,000
Amount Not Yet Funded										250,000

### PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: No Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	0	No	No	No	No	No	0

## Infrastructure Capital Improvement Plan FY2021-2025

Has your local government/agency budgeted for operating expenses for the project when it is completed?						
If no, please explain why:						Yes
ANNUAL OPERATING BUDGET						
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	110,000	115,000	120,000	125,000	130,000	600,000
Annual Operating Revenues	122,000	124,000	126,000	128,000	135,000	635,000

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings

We will still have maintenance to pay, but we will not have to pay large amounts of yearly maintenance on a high mileage, older piece of equipment.

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
Lease/operating agreement in place?	Village of Magdalena	Village of Magdalena	Village of Magdalena	b/a	Village of Magdalena	Village of Magdalena
	No	No	No	No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Jake Finch will be in charge of oversight of the project as well as Veronica Chavez, the Clerk/Treasurer.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project. The Village of Magdalena services 432 households for garbage services.

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## Infrastructure Capital Improvement Plan FY2021-2025

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(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)	offer trash pick	Yes
		New/lightly used garbage trucks that are in good shape and pass a DOT inspection will put the employee as well as the citizens out of harms way.

## Infrastructure Capital Improvement Plan FY2021-2025

## ICIP Capital Project Description

Year/Rank	2021	002	High	Priority:	High	ID:24006
Project Title:	Water System Improvements					Type/Subtype: Water - Water Supply
Contact Name:	Carleen Gomez					Contact E-mail: egomez@villageofmagdalena.com
Total project cost:	1,483,955					Proposed project start date: 10/1/2018
Project Location:	3 Miles east of Magdalena Hwy 60 east Magdalena NM 87825					Latitude: N34 07'48 Longitude: W107 12'
Legislative Language:	To plan, design, construct and equip water system improvements for the Village of Magdalena in Socorro County.					
Scope of Work:	Plan, design, construct and equip water system improvements to include: a newly drilled water well for residential consumption, a new water storage tank that holds at least 500,00 gallons for residential consumption, new remotely read water meters at residential connections to help for accurate reading and water conservation and a new water line on the south side of highway 60 in the right of way to continue to serve customers east of the Village. We will send out an RFP or ITB for the purchase process. To date, we have replaced all of the meters with radio read water meters.					

Secured and Potential Funding Budget:					
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance, Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.					
Please complete table below with all secured and potential funding sources.					
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received Comment
NMFA	200,000	No	0	0	Applying for this year
NMED	306,750	Yes	306,750	0	9/1/2018 DWRLF Subsidy Amt
NMEDDL	102,205	Yes	102,205	0	9/1/2018 DWRLF Loan Amt
CAP	500,000	No	0	0	
FGRANT	375,000	No	0	0	
	0	No	0	0	
	0	No	0	0	
	0	No	0	0	
	0	No	0	0	
<b>TOTALS</b>	<b>1,483,955</b>		<b>408,955</b>	<b>0</b>	<b>0</b>

**Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.**

## Infrastructure Capital Improvement Plan FY2021-2025

Water Rights	Yes	0	0	0	0	0	0	0	0
Easements and Rights of Way	No	0	0	50,000	0	0	0	0	50,000
Acquisition	Yes	0	0	0	0	0	0	0	0
Archaeological Studies	Yes	0	0	0	0	0	0	0	0
Environmental Studies	Yes	0	0	0	0	0	0	0	0
Planning	No	20,000	60,000	0	0	0	0	0	80,000
Design (Engr./Arch.)	No	20,000	100,000	0	0	0	0	0	120,000
Construction	No	168,955	250,000	0	0	0	0	0	418,955
Furnishing/Equipment	No	200,000	615,000	0	0	0	0	0	815,000
TOTALS		408,955	1,075,000	0	0	0	0	0	1,483,955
Amount Not Yet Funded		1,075,000							

### PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	537,500	Yes	Yes	Yes	Yes	No	8
2	537,500	Yes	Yes	Yes	Yes	No	8
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	1,075,000						

## Infrastructure Capital Improvement Plan FY2021-2025

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes				
If no, please explain why:					
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Annual Operating Expenses plus Debt Service	225,000	230,000	235,000	240,000	245,000
Annual Operating Revenues	230,000	235,000	240,000	245,000	250,000
					<b>TOTAL</b>
					1,175,000
					1,200,000

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings

We will save money by having an upgraded line that does not leak. Currently, the line east of Magdalena is on private property and has many leaks.

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
Lease/operating agreement in place?	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena
	No	No	No	No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. We plan to have the water engineer be the oversight to make sure the project is done correct and in a timely fashion. Stephanie Finch will be the procurement officer for the project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

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## Infrastructure Capital Improvement Plan FY2021-2025

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If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

This will benefit all residents that receive Village water. which is about 950 residents.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## Infrastructure Capital Improvement Plan FY2021-2025

### ICIP Capital Project Description

<b>Year/Rank</b>	2021 003	<b>Priority:</b>	High	<b>ID:</b>	34058
<b>Project Title:</b>	Wastewater Improvements & Maintenance	<b>Class:</b>	New	<b>Type/Subtype:</b>	Water - Wastewater
<b>Contact Name:</b>	Carleen Gomez	<b>Contact Phone:</b>	575-854-2261	<b>Contact E-mail:</b>	cgomez@villageofmagdalena.com
<b>Total project cost:</b>	1,212,500	<b>Proposed project start date:</b>	10/1/2018	<b>Longitude:</b>	107°14'38.65
<b>Project Location:</b>	108 N. Main Street Magdalena NM 87825	<b>Latitude:</b>	34° 7'5.90		
<b>Legislative Language:</b>	To plan, design, construct and equip wastewater improvements and maintenance for the Village of Magdalena in Socorro County.				
<b>Scope of Work:</b>	Design, construct and equip wastewater improvements and maintenance to include new main sewer lines that are over 100 years old and sludge removal of wastewater holding ponds. We will send out an RFP or ITB for the construction process.				

#### Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
NMFA	37,500	Yes	37,500	37,500	7/25/2017	Planning Grant for PER
CDBG	500,000	No	0	0		
CAP	500,000	No	0	0		
NMED	175,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>1,212,500</b>		<b>37,500</b>	<b>37,500</b>		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2021	2022	2023	2024	
Water Rights	Yes	0	0	0	0	0	0

## Infrastructure Capital Improvement Plan FY2021-2025

Easements and Rights of Way	Yes	0	0	0	0	0	0	0	0
Acquisition	Yes	0	0	0	0	0	0	0	0
Archaeological Studies	No	0	0	0	0	0	0	0	0
Environmental Studies	No	0	0	0	0	0	0	0	0
Planning	No	37,500	0	0	0	0	0	0	37,500
Design (Engr./Arch.)	No	0	75,000	0	0	0	0	0	75,000
Construction	No	0	600,000	0	0	0	0	0	600,000
Furnishing/Equipment	No	0	500,000	0	0	0	0	0	500,000
<b>TOTALS</b>		37,500	1,175,000	0	0	0	0	0	1,212,500
Amount Not Yet Funded		1,175,000							

### PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	587,500	No	Yes	Yes	Yes	No	8
2	587,500	No	Yes	Yes	Yes	No	12
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	1,175,000						

## Infrastructure Capital Improvement Plan FY2021-2025

Has your local government/agency budgeted for operating expenses for the project when it is completed?		Yes				
If no, please explain why:						
ANNUAL OPERATING BUDGET		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Annual Operating Expenses plus Debt Service		100,000	102,000	104,000	106,000	108,000
Annual Operating Revenues		140,000	142,000	144,000	146,000	148,000
						TOTAL
						520,000
						720,000

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings  
Entities who will assume the following responsibilities for this project:

Fiscal Agent:		Own:	Operate:	Own Land:	Own Asset:	Maintain:
Village of Magdalena		Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena
No		No	No	No	No	No

Lease/operating agreement in place?

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Jake Finch, Joint Utility Manager will be in charge of oversight of the project. Stephanie Finch will be the procurement officer for the project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

This project would benefit the entire population of the Village which is approximately 950 citizens.

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## Infrastructure Capital Improvement Plan FY2021-2025

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(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)	The sewer lines are over 100 years old. Some of the sewer lines could have small leaks which seep into the ground which could potentially contaminate drinking water.	Yes
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## Infrastructure Capital Improvement Plan FY2021-2025

### ICIP Capital Project Description

<b>Year/Rank</b> 2022 001	<b>Priority:</b> High	<b>ID:</b> 14346
<b>Project Title:</b> Village Street Improvements	<b>Class:</b> Renovate/Repair	<b>Type/Subtype:</b> Transportation - Highways/Roads/Bridges
<b>Contact Name:</b> Carleen Gomez	<b>Contact Phone:</b> 575-854-2261	<b>Contact E-mail:</b> cgomez@villageofmagdalena.com
<b>Total project cost:</b> 1,000,000	<b>Proposed project start date:</b> 4/1/2018	
<b>Project Location:</b> 108 N. Main Street Magdalena NM 87825	<b>Latitude:</b> 34° 7'6.25	<b>Longitude:</b> 107°14'38.65
<b>Legislative Language:</b> To plan, design, construct and equip the repair of all paved streets and dirt streets within the Village of Magdalena in Socorro County.		
<b>Scope of Work:</b> To plan, design & construct street improvements to include: repair of all paved streets; Cobb, Dakota, Duggins, Ash, Chestnut, Elm, Main, Oak, Pine, Spruce, Pierson, & Cedar Streets to include curb, gutter, pot pole & cut patching, chip sealing/repaving, fog sealing &/or crack sealing; repair of all dirt streets; Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Las Tuzas, Main & Ash Streets to include building dirt streets up with base coarse and grading of said dirt streets. We will use RFP and ITB procurement process to secure contractors to complete the work. The RFP and ITB procurement process will be used for the purchase of a street sweeper, blade and roller. To date, we have chip sealed 5 Village Streets to include: Pine Street, Spruce Streets, Elm Street, Ash Street, Cedar Street, Main Street and Chestnut Street.		

#### Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
DOT	45,000	Yes	45,000	45,000	12/1/2016	
DOT	32,711	Yes	32,711	32,711	6/1/2017	
CAP	500,000	No	75,000	0	9/12/2018	
CDBG	700,000	No	0	0		
DOT	34,020	Yes	34,020	34,020	6/1/20018	
DOT	44,782	Yes	44,782	0	6/5/2019	
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>1,356,513</b>		<b>231,513</b>	<b>111,731</b>		

**Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.**

	Estimated Costs Not Yet Funded
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## Infrastructure Capital Improvement Plan FY2021-2025

	Completed	Funded to Date	2021	2022	2023	2024	2025	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	Yes	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	0	25,000	0	0	0	25,000
Design (Engr./Arch.)	No	0	0	25,000	0	0	0	25,000
Construction	Yes	231,513	0	550,000	0	0	0	781,513
Furnishing/Equipment	No	0	0	400,000	0	0	0	400,000
TOTALS		231,513	0	1,000,000	0	0	0	1,231,513
Amount Not Yet Funded		1,000,000						

### PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	575,000	Yes	Yes	Yes	Yes	Yes	12
2	425,000	Yes	Yes	Yes	Yes	Yes	12
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0

## Infrastructure Capital Improvement Plan FY2021-2025

<b>TOTAL</b>	1,000,000
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Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes
If no, please explain why:	
<b>ANNUAL OPERATING BUDGET</b>	
Annual Operating Expenses plus Debt Service	YEAR 1      YEAR 2      YEAR 3      YEAR 4      YEAR 5      TOTAL
Annual Operating Revenues	6,000      8,000      10,000      12,000      15,000      51,000
	10,000      15,000      20,000      25,000      30,000      100,000

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings  
Entities who will assume the following responsibilities for this project:

The roads will be back into the shape that should be in, then we will just have to pay the cost of maintaining them.

Lease/operating agreement in place?	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena
	No	No	No	No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?      1-9 years

(b) Has the project had public input and buy-in?      Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele?      Yes

(d) Regionalism - Does the project directly benefit an entity other than itself?      No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?      Yes

Please explain.      The Village will hire a Project Manager to make sure the work is performed as it was agreed to be done.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?      No

If yes, please explain.

Infrastructure Capital Improvement Plan FY2021-2025

- (g) Does the project benefit all citizens within a recognized region, district or political subdivision?  
If yes, please explain and provide the number of people that will benefit from the project.

Yes

This project will benefit all 950 residents within the Village and all transients traveling through
- (h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.  
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

No

## Infrastructure Capital Improvement Plan FY2021-2025

### ICIP Capital Project Description

<b>Year/Rank</b> 2023 001	<b>Priority:</b> High	<b>Class:</b> New	<b>ID:</b> 10725
<b>Project Title:</b> Marshal's Office/Municipal Court		<b>Type/Subtype:</b> Facilities - Administrative Facilities	
<b>Contact Name:</b> Carleen Gomez		<b>Contact Phone:</b> 575-854-2261	<b>Contact E-mail:</b> cgomez@villageofmagdalena.com
<b>Total project cost:</b> 565,000		<b>Proposed project start date:</b>	<b>Longitude:</b> -107.230942
<b>Project Location:</b> By Steer tank and booster station right outside of town	Magdalena NM 87825	<b>Latitude:</b> 34.122359	
<b>Legislative Language:</b>	To plan, design, construct and furnish a new Marshal's office and Municipal Court in Magdalena, NM, Socorro County.		
<b>Scope of Work:</b>	To plan, design, construct and furnish a new Marshal's office and Municipal Court. Village currently owns the land that it is planned to be built on. This project was on the bottom of the ICIP list before, but because of a mold problem it was moved to a higher priority. The building will be 1800 square foot with a 4000 square foot secure fencing which includes secure access official parking, drive thru bay for prisoner and vehicle searches and an impound area. There will be a 3000 square foot parking area in front for public parking. The building will be constructed of metal frame and studs with stucco on the outside and 1/4 of the way from ground will be brick, roof will be metal. The floor will be concrete with carpet and tile. Office furniture will consist of: 6 office desks & chairs, one couch bench, 14 office visitors chairs, 10 shelf cabinets, 1 large table in conference room, 9 end tables, a metal bench for holding cell, 3 toilets and sinks for bathrooms, double sink for utility room, hot water heater, forced air heating system, 1 complete cooling system.		

Secured and Potential Funding Budget:					
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.					
Please complete table below with all secured and potential funding sources.					
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received Comment
CDBG	565,000	No		0	
	0	No		0	
	0	No		0	
	0	No		0	
	0	No		0	
	0	No		0	
	0	No		0	
	0	No		0	
	0	No		0	
	0	No		0	
<b>TOTALS</b>	<b>565,000</b>			<b>0</b>	

**Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.**

## Infrastructure Capital Improvement Plan FY2021-2025

	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2021	2022	2023	2024	
Water Rights	N/A	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0
Acquisition	Yes	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	0	25,000	0	0	25,000
Construction	No	0	0	465,000	0	0	465,000
Furnishing/Equipment	No	0	0	75,000	0	0	75,000
<b>TOTALS</b>		0	0	565,000	0	0	565,000
<b>Amount Not Yet Funded</b>			<b>565,000</b>				

### PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: No Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0

## Infrastructure Capital Improvement Plan FY2021-2025

5	0	No	No	No	No	0
<b>TOTAL</b>	0					0

Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	220,000	225,000	230,000	235,000	240,000	1,150,000
Annual Operating Revenues	221,000	226,000	231,000	236,000	241,000	1,155,000

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Currently the Marshal's office/Municipal Court is
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. The requested funds will complete project, allowing the new Marshal's Office/Municipal Court to open as soon as construction is complete.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The Clerk/Treasurer will keep a close eye on the budget while working with closely with DFA on reporting, the contractors, Mayor, Council and Department heads.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

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## Infrastructure Capital Improvement Plan FY2021-2025

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If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision?  
If yes, please explain and provide the number of people that will benefit from the project.

Yes

The new Marshal's office/Municipal Court would be right off highway 60, easy access for everyone.

Yes

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

In the current building is over 100 years old and there is a severe mold problem that could harm employees and public. We have no other building at this time for the Marshal's Office

# Infrastructure Capital Improvement Plan FY2021-2025

## ICIP Capital Project Description

Year/Rank	2023	002	Priority:	High	ID:12339
Project Title:	Municipal Complex Phase II				
Contact Name:	Carleen Gomez				
Total project cost:	400,000				
Project Location:	108 North Main St Magdalena NM 87825				
Legislative Language:	To plan, design and construct and furnish a public library at the existing Municipal Complex at the Village of Magdalena, NM.				
Scope of Work:	To plan, design, construct and furnish the addition of a Library to the existing Municipal Complex. Village owns the land to be built on. 2,000 square feet building with public restrooms, a childrens and adult section as well as a meeting room for public use. Furnishings include, but are not limited to, shelves, printers, desk, computers, telephones, heaters, air conditioners, tables, chairs. We currently have a library, but do not have enough room for everything. The public wants a new library so that there is a "town hub."				
			Class:	New	Type/Subtype: Facilities - Libraries
			Contact Phone:	575-854-2261	Contact E-mail: cgomez@villageofmagdalena.com
			Proposed project start date:		
			Latitude:	N34 06'54	Longitude: W107 14'

Secured and Potential Funding Budget:					
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.					
Please complete table below with all secured and potential funding sources.					
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received Comment
CDBG	400,000	Yes		0	
	0	Yes		0	
	0	Yes		0	
	0	Yes		0	
	0	No		0	
	0	No		0	
	0	No		0	
	0	No		0	
<b>TOTALS</b>	400,000			0	

**Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.**

Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Costs
		2021	2022	2023	2024	

## Infrastructure Capital Improvement Plan FY2021-2025

Water Rights	Yes	0	0	0	0	0	0	0	0
Easements and Rights of Way	Yes	0	0	0	0	0	0	0	0
Acquisition	Yes	0	0	0	0	0	0	0	0
Archaeological Studies	Yes	0	0	0	0	0	0	0	0
Environmental Studies	Yes	0	0	0	0	0	0	0	0
Planning	Yes	0	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	0	0	0	25,000	0	0	25,000
Construction	No	0	0	0	0	350,000	0	0	350,000
Furnishing/Equipment	No	0	0	0	0	25,000	0	0	25,000
TOTALS		0	0	0	0	400,000	0	0	400,000
		Amount Not Yet Funded 400,000							

### PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: No Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

## Infrastructure Capital Improvement Plan FY2021-2025

Has your local government/agency budgeted for operating expenses for the project when it is completed?					
If no, please explain why:					
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Annual Operating Expenses plus Debt Service	45,000	45,900	46,818	47,754	48,709
Annual Operating Revenues	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

49

Entities who will assume the following responsibilities for this project:

Lease/operating agreement in place?	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Village of Magdalena	Village of Magdalena	Village of Magdalena	900		
	No	No	No	No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity. will operate under current operating expenses

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No

Please explain.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and Yes

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## Infrastructure Capital Improvement Plan FY2021-2025

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unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

## ICIP Capital Project Description

**Scope of Work:** For design and construction of Community Events Complex at existing Rodeo Grounds to include: upgrades to grand stands, community center and kitchen, installation of septic tanks and bathrooms, installation of lights for the arena, upgrades to electrical.

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2021	2022	2023	2024	
Water Rights	N/A	0	0	0	0	0	0

## Infrastructure Capital Improvement Plan FY2021-2025

Easements and Rights of Way	N/A	0	0	0	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	50,000	0	0	50,000
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	150,000	0	0	150,000
Construction	N/A	0	0	0	0	0	0	750,000	0	0	750,000
Furnishing/Equipment	N/A	0	0	0	0	0	0	1,550,000	0	0	1,550,000
TOTALS		0	0	0	0	0	0	2,500,000	0	0	2,500,000
Amount Not Yet Funded											2,500,000

### PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (W/tr Rights, Easements, Acq)	# Mos to Complete
1	1,250,000	Yes	Yes	Yes	Yes	No	0
2	1,250,000	No	No	Yes	Yes	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
<b>TOTAL</b>	<b>2,500,000</b>						

## Infrastructure Capital Improvement Plan FY2021-2025

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes				
If no, please explain why:					
<b>ANNUAL OPERATING BUDGET</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Annual Operating Expenses plus Debt Service	2,500	3,000	4,000	5,000	6,000
Annual Operating Revenues	0	0	0	0	0
<b>TOTAL</b>					<b>20,500</b>

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings  
Entities who will assume the following responsibilities for this project:

Lease/operating agreement in place?	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena
	No	No	No	No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. We can get the design and engineering done with the first phase and the actual construction of the project

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Joint Utility Manager will be in charge of oversight of project and Stephanie Finch will be procurement officer for project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

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## Infrastructure Capital Improvement Plan FY2021-2025

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unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Year/Rank	2025	001	Priority:	High	ID:10036
Project Title:	Health Clinic Expansion				
Contact Name:	Carleen Gomez				
Total project cost:	300,000				
Project Location:	801 Tenth Street    Magdalena NM 87825				
Legislative Language:	To plan, design, construct, furnish, and equip the Magdalena Area Health Clinic expansion for the Village of Magdalena, NM				
Scope of Work:	Build a 20 x 20 extension to existing building to be used for meeting rooms, a visiting dentist and x-ray services. To expand Medical Services Capabilities. Funding needed for plan, design & construction. Presbyterian Medical Services manages the clinic 5 days per week. A MOU is in place.				
Class:					New
Contact Phone:					575-854-2261
Proposed project start date:					
Latitude:					N34 6'54
Longitude:					W107 14'42
Type/Subtype:					Facilities - Health-Related Cap Infrastructure
Contact E-mail:					cgomez@villageofmagdalena.com

Year/Rank	2025	001	Priority:	High	ID:10036
Project Title:	Health Clinic Expansion				
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Class:					New
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Latitude:					N34 6'54
Longitude:					W107 14'42
Type/Subtype:					Facilities - Health-Related Cap Infrastructure
Contact E-mail:					egomez@villageofmagdalena.com

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2021	2022	2023	2024	
Water Rights	YCS	0	0	0	0	0	0

## Infrastructure Capital Improvement Plan FY2021-2025

Easements and Rights of Way	Yes	0	0	0	0	0	0	0	0	0	0
Acquisition	Yes	0	0	0	0	0	0	0	0	0	0
Archaeological Studies	Yes	0	0	0	0	0	0	0	0	0	0
Environmental Studies	Yes	0	0	0	0	0	0	0	0	0	0
Planning	No	0	0	0	0	0	0	0	0	25,000	25,000
Design (Engr./Arch.)	No	0	0	0	0	0	0	0	0	25,000	25,000
Construction	No	0	0	0	0	0	0	0	0	250,000	250,000
Furnishing/Equipment	N/A	0	0	0	0	0	0	0	0	0	0
TOTALS		0	0	0	0	0	0	0	0	300,000	300,000
Amount Not Yet Funded											300,000

### PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: No Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund. If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

## Infrastructure Capital Improvement Plan FY2021-2025

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
If no, please explain why: Available when project complete						
ANNUAL OPERATING BUDGET						
Annual Operating Expenses plus Debt Service	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

49

Entities who will assume the following responsibilities for this project:

Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
Village of Magdalena	Village of Magdalena	Presbyterian Medical Services	900		
No	No	No	No	No	No

Lease/operating agreement in place?

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? No

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself?

No

If yes, please list the other entity. would operate under current operating expenses

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No

Please explain.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

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## Infrastructure Capital Improvement Plan FY2021-2025

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(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

**VILLAGE OF MAGDALENA  
COUNTY OF SOCORRO  
Resolution No. 2020-19**

**A RESOLUTION ADOPTING THE FY 2022-2026 INFRASTRUCTURE CAPITAL IMPROVEMENT  
PLAN (ICIP)**

**WHEREAS**, the municipality of Magdalena recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

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

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

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

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE OF MAGDALENA that:**

1. The municipality has adopted the attached Infrastructure Capital Improvements Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution Superseded Resolution No. 2019-15.

**PASSED, APPROVED and ADOPTED** by the governing body at its regular meeting of September 14, 2020.

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Mayor Richard Rumpf

**ATTEST:**

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Carleen Gomez, CMC  
Deputy Clerk