



**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, OCTOBER 10, 2022**  
**VILLAGE HALL 108 N. MAIN STREET 5:00 PM**

**\*PLEASE SILENCE ALL ELECTRONIC DEVICES\***

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

**Meeting ID: 486 115 5997**

**Passcode: MAGDALENA**

- 
- 1. CALL TO ORDER**
  - 2. ROLL CALL**
  - 3. PLEDGE OF ALLEGIANCE**
  - 4. APPROVAL OF AGENDA**
  - 5. APPROVAL OF MINUTES**
    - a. REGULAR MEETING- SEPTEMBER 26, 2022**
  - 6. APPROVAL OF CASH BALANCE REPORTS**
  - 7. APPROVAL OF BILLS**
  - 8. MAYOR'S REPORT**
  - 9. CLERK'S REPORT**
  - 10. DEPARTMENT REPORTS**
    - a. EMS**
    - b. FIRE**
    - c. MARSHAL**
    - d. JUDGE**
    - e. PUBLIC WORKS**
    - f. LIBRARY**
  - 11. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO USE AMERICAN RESCUE PLAN ACT (ARPA) FUNDING FOR PAYMENT OF INCREASED AMOUNT OF BACKHOE LOADER COST NOT COVERED BY NMFA LOAN**
  - 12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF STATE OF NEW MEXICO DEPARTMENT OF ENVIRONMENT CAPITAL APPROPRIATION PROJECT MAGDALENA WATER STORAGE TANK CONSTRUCTION SAP 22-G2421-STB GRANT AGREEMENT**
  - 13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION 2022-17, A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)**

**14. EXECUTIVE SESSION – THE FOLLOWING MATTERS WILL BE DISCUSSED IN CLOSED SESSION: MOTION & ROLL CALL VOTE TO GO INTO EXECUTIVE SESSION AND THAT, PURSUANT TO NEW MEXICO STATE STATUTES SECTION 10-15-1, ONLY THE FOLLOWING MATTER WILL BE DISCUSSED IN CLOSED SESSION:**

**a. DEPUTY MARSHAL**

- MOTION & ROLL CALL VOTE TO RETURN TO REGULAR SESSION
- MOTION & ROLL CALL VOTE THAT MATTERS DISCUSSED IN CLOSED SESSION WERE LIMITED TO THOSE SPECIFIED IN MOTION FOR CLOSURE, AND THAT NO FINAL ACTION WAS TAKEN, AS PER NEW MEXICO STATUTES SECTION 10-15-1

**15. DISCUSSION & POSSIBLE DECISION TO HIRE DEPUTY MARSHAL**

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

**PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: [clerk@villageofmagdalena.com](mailto:clerk@villageofmagdalena.com) and/or [mayor@villageofmagdalena.com](mailto:mayor@villageofmagdalena.com) THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, OCTOBER 10, 2022 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.**

**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. PUBLIC DOCUMENTS, INCLUDING THE AGENDA AND MINUTES, CAN BE PROVIDED IN VARIOUS ACCESSIBLE FORMATS. PLEASE CONTACT THE VILLAGE CLERK/TREASURER IF A SUMMARY OR OTHER TYPE OF ACCESSIBLE FORMAT IS NEEDED. IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WHO IS IN NEED OF A READER, AMPLIFIER, QUALIFIED SIGN LANGUAGE INTERPRETER OR ANY OTHER FORM OF AUXILIARY AID OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE VILLAGE CLERK AT 575-854-2261 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.

**DRAFT**  
**MINUTES OF THE REGULAR MEETING OF THE VILLAGE OF MAGDALENA**  
**BOARD OF TRUSTEES**  
**HELD MONDAY, SEPTEMBER 26, 2022, AT 5:00 PM**

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

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

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

**Meeting ID: 486 115 5997**

**Passcode: MAGDALENA**

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

**PRESENT:** Mayor Richard Rumpf, Trustee James Nelson, Trustee Donna Dawson, Trustee Clark Brown, Trustee Harvan Conrad, Carleen Gomez—Deputy Clerk, Attorney Kathy Stout

**PARTICIPATING VIA ZOOM VIDEO CONFERENCE:** Ivy Stover, John Larson

**ABSENT:** NONE

**GUESTS:** Collier Nelson—Assistant Clerk, Rita Broaddus, Karolyn Chavez, Eric Toops, Nicole White, John Briggs, Samoyra Sinclair, John Keller, Hills Snyder, Cara Snyder, Michael Mattie, Michael Zamora- Mag Marshal, Brian Waterman- Mag Deputy, Malcolm Apachito – Mag Deputy, Madalene Ransom, Sandy Julian.

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

**APPROVAL OF AGENDA:** Donna Dawson moved to approve the agenda. Clark Brown seconded the motion. The motion carried unanimously.

**APPROVAL OF MINUTES:**

**REGULAR MEETING- AUGUST 22, 2022:** James Nelson moved to approve the minutes, as amended. Donna Dawson seconded the motion. The motion carried unanimously.

**APPROVAL OF CASH BALANCE REPORT:** Donna Dawson moved to approve the Cash Balance Report, as presented. Harvan Conrad seconded the motion. The motion carried unanimously.

**APPROVAL OF BILLS:** Deputy Clerk Carleen Gomez stated there were additional bills. James Nelson moved to approve the bill list, with said additions. Donna Dawson seconded the motion. The motion carried unanimously.

**BILL LIST**

ABQ Publishing Co.		<b>\$40.00</b>
All Around Auto		<b>\$315.92</b>
A-X Propane		<b>\$667.95</b>
Baker Utility Supply		<b>\$596.86</b>

Book Systems INC.		<b>\$995.00</b>
Demco INC.		<b>\$703.69</b>
Gall's		<b>\$18.90</b>
Ingram Library Services, LLC		<b>\$1,697.00</b>
Jacob Finch		<b>\$1074.38</b>
Konica Minolta		<b>\$390.12</b>
NM Municipal League		<b>\$205.00</b>
Quill		<b>\$1,077.77</b>
Rak's Building Supply		<b>\$265.09</b>
Socorro Electric Coop		<b>\$3,641.27</b>
Tyler Technologies		<b>\$4,786.22</b>
		<b><i>SUB- TOTAL: \$16,475.17</i></b>
<b>ADDITIONAL BILLS</b>		
City of Socorro		<b>\$1,341.60</b>
Vexus Fiber		<b>\$56.46</b>
Baker Utility		<b>\$319.51</b>
Quill		<b>\$423.93</b>
Overdrive		<b>\$1,562.00</b>
NM Meters		<b>\$2,720.00</b>
		<b><i>Sub-TOTAL: \$6,423.50</i></b>
		<b><i>TOTAL: \$22,898.67</i></b>

**MAYOR'S REPORT:** Mayor Rumpf reported that the Aviation Division will fund a helicopter pad at the airport for medical emergency airlifts. He also stated that the BIA Dorms project was approved, and has entered Phase 3, which means it is progressing well. The State Environmental will do another walk through to evaluate the buildings. Mayor Rumpf spoke about the recent Fire Conference he attended, and that legislators are pushing for further funding for small airports and seeking a bump in EMS funds. The Mayor stated that he will attend an Infrastructure Conference in Albuquerque in October. The Rural Water Conference will be in November, where most of the utility workers will take classes for credit. Nehemiah Peralta is scheduled to do water testing on October 6, 2022. Gabriel Guerro and Reiss Apachito are working on Water Sample Certification.

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

#### **KID'S SCIENCE CAFÉ – DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF LODGER'S TAX**

**FUNDING FOR ANNUAL HIGHWAY 60 CAR SHOW FUNDRAISER:** Jim Sauer explained that he is requesting Lodger's Tax money in the amount of \$600.00 for the annual Hwy 60 Car Show Fundraiser for the Kid's Science Café. He stated that the money would be used to rent Porta Potties for the event.

James Nelson moved to approve the request. Donna Dawson seconded the motion. The motion carried unanimously.

**DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO USE AMERICAN RESCUE PLAN ACT (ARPA) FUNDING FOR PAYMENT OF INCREASED AMOUNT OF AIRPORT GRADER COST NOT COVERED BY NMDOT AVIATION GRANT:** Mayor Rumpf stated that there was an error on the agenda and that this pertains to the loan for the backhoe. He stated that in the time since the Village applied and was approved for the loan, the

cost of the backhoe increased, leaving a deficit of \$8,000. He is asking to use ARPA funds to cover that deficit as a one-time payment. Donna Dawson moved to postpone until the next meeting, to correct the wording on the agenda. Clark Brown seconded the motion. The motion carried unanimously.

**DISCUSSION & POSSIBLE DECISION TO PAY SOCORRO COUNTY FY2023 INVOICE FOR MAGDALENA SENIOR CENTER MEMORANDUM OF UNDERSTANDING:** Mayor Rumpf stated that the County is looking to fund the Senior Center through December 2022. He stated that funding is currently non-existent through the State. Denise King of the New Mexico Aging and Long-Term Services Department gave an overview on current issues with funding and presented on the State and County program for Title III Services. The Village of Magdalena stats in the 2020 Census was 684 seniors. New funding factors and pre-pandemic stats for FY 2019 showed that meals went to eligible seniors over sixty was 3,793 and were delivered to 13 homes equaling 995 meals, with regular transportation services being 532 transports. As part of the State funding formula, the local agency, Socorro County, has a matching funds requirement of 25%, which they cannot meet due to increased costs associated with food, fuel, and staffing. As such, Socorro County is asking for \$5,000 to operate the Magdalena Senior Center through December 2022. James Nelson asked who owned the center, and Carleen Gomez clarified that the Village owns the land, and that the County has a Use Agreement with the Village and owns the building. Mayor states that there is currently \$200K short fall but the County is looking into a Pilot Program. Mayor Rumpf stated that after December 2022, the County can re-evaluate a use agreement and it would have to be negotiated and possibly a private contractor would take over and services might be discontinued with the other provider.

James Nelson moved to approve paying the Socorro County FY2023 Invoice for the Magdalena Senior Center Memorandum on Understanding. Harvan Conrad seconded the motion.

Mayor Rumpf requested a roll call vote:

Harvan Conrad – AYE

James Nelson – AYE

Donna Dawson – AYE

Clark Brown – AYE

The motion carried unanimously.

**FINAL CONSIDERATION – DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF ORDINANCE NO. 2022-02, NIGHT SKIES:** Donna Dawson moved to postpone the agenda item until the first meeting in November so that it could be published. James Nelson seconded the motion. The motion carried unanimously.

**EXECUTIVE SESSION - THE FOLLOWING MATTER WILL BE DISCUSSED IN CLOSED SESSION: MOTION & ROLL CALL VOTE TO GO INTO EXECUTIVE SESSION AND THAT, PURSUANT TO NEW MEXICO STATE STATUTES SECTION 10-15-1(H)(2), ONLY THE FOLLOWING MATTER WILL BE DISCUSSED IN CLOSED SESSION:**

a. **DEPUTY MARSHAL – BRIAN WATERMAN**

• **MOTION & ROLL CALL VOTE TO RETURN TO REGULAR SESSION**

Donna Dawson moved to adjourn into Executive Session at 5:43pm. James Nelson seconded the motion.

Mayor Rumpf requested a roll call vote:

James Nelson – AYE

Harvan Conrad – AYE

Clark Brown – AYE

Donna Dawson – AYE

The motion carried unanimously.

- **MOTION & ROLL CALL VOTE THAT MATTERS DISCUSSED IN CLOSED SESSION WERE LIMITED TO THOSE SPECIFIED IN MOTION FOR CLOSURE, AND THAT NO FINAL ACTION WAS TAKEN, AS PER NEW MEXICO STATUTES SECTION 10-15-1**

Donna Dawson moved to adjourn Executive Session and resume the Regular Meeting at 5:52pm. Clark Brown seconded the motion.

Mayor Rumpf requested a roll call vote:

Clark Brown – AYE

Donna Dawson – AYE

James Nelson – AYE

Harvan Conrad – AYE

The motion carried unanimously.

**DISCUSSION & POSSIBLE DECISION CONCERNING APPROVAL TO PROMOTE DEPUTY MARSHAL BRIAN WATERMAN TO THE RANK OF SERGEANT INCLUDING A PAY RATE INCREASE PURSUANT TO SECTION 4.2 OF THE PERSONNEL POLICY:** Donna Dawson moved to approve the promotion of Brian Waterman to Sergeant with a pay rate increase. Harvan Conrad seconded the motion. The motion carried unanimously.

Mayor Rumpf requested a roll call vote:

Donna Dawson – AYE

Harvan Conrad – AYE

James Nelson – AYE

Clark Brown – AYE

The motion carried unanimously.

Deputy Clerk Carleen Gomez asked when the pay rate increase would take place. The Mayor and Board agreed that it would begin the first pay period in October 2022.

**PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT OF** PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: [clerk@villageofmagdalena.com](mailto:clerk@villageofmagdalena.com) and/or [mayor@villageofmagdalena.com](mailto:mayor@villageofmagdalena.com) THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, SEPTEMBER 26, 2022 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.

Mayor Rumpf stated that the recent Airport Fly-In went well despite high winds. He stated he spoke with several attendees regarding the potential future funding for the airport and the possibility of FAA money for hangers. He stated he is excited for next year's event.

John Briggs, owner, and President of the Magdalena Astronomical Association spoke about a High-Altitude Observatory in Colorado, which is seeking funding for a new solar observatory, which will have the largest lens in the world at 60 inches in diameter. The Magdalena Ridge Observatory has been asked to take place in a Site Survey as one of the candidates for the project location. Briggs also spoke about the possibility of the VLA and NRAO looking to expand their Visitor's Center and the possibility of their interest in Magdalena as housing for their workers. Lastly, Briggs spoke about the proposed lighting changes regarding the Dark Skies Ordinance and the importance of preserving the night sky in Magdalena. He encouraged those with questions about it to speak with him.

**ADJOURNMENT:** Donna Dawson moved to adjourn the meeting at 6:37pm. Clark Brown seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Carleen Gomez, CMC  
Deputy Clerk

Richard Rumpf  
Mayor

Minutes taken by:

Collier Nelson  
Assistant Clerk

## Carleen Gomez

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**From:** James Nelson  
**Sent:** Tuesday, October 4, 2022 6:53 PM  
**To:** Carleen Gomez  
**Subject:** RE: Department Reports Due 10/7/2022

Seven EMS calls in September.



October 5, 2022

To: Village of Magdalena Trustees, Mayor of Magdalena

From: Jeff Joseph, Chief – Magdalena Volunteer Fire Department

Subject Monthly Report for September

The State Fire Marshal held an audit of MVFD operations and found no deficiencies. Two recommendations were to add exit signs on some doors and SOGs will need updates and a dated cover sheet.

We held a semi-annual business meeting.

We held two meetings with training in September with videos and hands-on training.

- Ventilation techniques
- Hands-on running of truck pumps

Building construction and repair to door openers are ongoing.

A CPR training session for both village and MVFD personnel is being scheduled October 18.

Email account for the Fire Chief is, [magvfdchief@gmail.com](mailto:magvfdchief@gmail.com), Please feel free to contact me there.

## Magdalena Marshal's Office

<b><i>Monthly Report</i></b>	<u>Month: SEPT</u>	<u>Year: 2022</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>	7	329/PA 1 CA
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		
PUBLIC SERVICE	8	
NM STATE POLICE		
SHERIFF'S OFFICE	1	
NM FISH & GAME		
US BORDER PATROL		
US FOREST SERVICE		
<b><u>OTHER:</u></b>		
ALARM CALLS	1	
FINGERPRINTING		
Driving Tests		
Misc. Cases	12	
<b><u>TOTALS:</u></b>	29	329

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

For the month of : SEPT Year: 2022

License Number: \_\_\_\_\_

Make and Model: FORD E'XP 2021

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

Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1	2541	2757	216	18.6	71.25			01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair 15
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$
13								10
14	2757	2963	206	18.27	72.7			Invoice No.: _____ Amt.\$
15								Date
16								Invoice No.: _____ Amt.\$
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$
23								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$
29	2963	3107	144	17.2	72.75			Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$
31								
Totals			566	54.07	216.7			

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

Signature: 

Title: MARSHAL

## Magdalena Marshal's Office

<b>Monthly Report</b>	<b><u>Month: SEPT</u></b>	<b><u>Year: 2022</u></b>
	<b>ID# Mag 2</b>	
<b>Total Miles Driven:</b>	685	
<b><u>GENERAL CALLS:</u></b>	<b><u>AMOUNT</u></b>	<b><u>REVENUE</u></b>
TRAFFIC CITATIONS: <b>Village Ordinances</b>	30	\$1,620
TRAFFIC CITATIONS: <b>State Statutes</b>	1	257
CRIMINAL CITATIONS	0	
ANIMAL CONTROL CITATIONS	0	
TRAFFIC ACCIDENTS	0	
D.W.I. ARRESTS	0	
FELONY ARRESTS	1	
MISDEMEANOR ARRESTS	2	
12 HOUR HOLD ARREST	0	
CRIMINAL INVESTIGATIONS	0	
JUVENILE CASES	0	
DOMESTIC CASES	0	
CRIMINAL DAMAGE / PROPERTY	0	
<b><u>ASSISTANCE CALLS:</u></b>		
AMBULANCE/FIRE	1	
PUBLIC SERVICE	3	
NM STATE POLICE	0	
SHERIFF'S OFFICE	0	
NM GAME & FISH	1	
NM LIVESTOCK BOARD	0	
US BORDER PATROL	0	
US FOREST SERVICE	0	
<b><u>OTHER:</u></b>		
ALARM CALLS	0	
FINGERPRINTING	0	
Driving Tests	0	
Misc. Cases		
<b><u>TOTALS:</u></b>	<b>39</b>	<b>\$1,877</b>

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

For the month of :SEPTEMBER Year: 2022

License Number: \_ G97490

Make and Model: \_ Chev Silverado 2016

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

Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4	93810			15.7	60.3			04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10		93982	172	16.4	63.08			11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								10
14								Invoice No.: _____ Amt.\$ _____
15								Date _____
16	93982	94126	144	15.3	61.11			Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22	94126	94312	186	17.6	\$74.77			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	94312	94495	183	17.4	\$73.99			Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			685	82.4	333.25			

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

Signature: Title: 

## Librarian's Report September 2022

<b>Days Open</b>	20 (117 hours)	<b># of Volunteers</b>	3
<b>Days Closed</b>	2 (closed 9/3 for Labor Day; closed 9/7 out sick)	<b>Volunteer Hours</b>	51
<b>Total Visitors</b>	350		
<b>Museum Visitors</b>	31	<b>New Library Cards</b>	2

### Events:

<b>Number of Events:</b>	9	<b>Attendance:</b>	87
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<b>Date:</b>		<b># of People:</b>
9/1/2022	Library Board	4 adults
9/1/2022	FOL Meeting	6 Adults
9/2/2022	Code Club	7 Kids + 1 Adult
9/9/2022	Code Club	9 Kids + 1 Adult
9/16/2022	Code Club	4 Kids + 1 Adult
9/17/2022	Writing Workshop	22 Adults
9/23/2022	Code Club	8 Kids + 1 Adult
9/24/2022	John Briggs: Dance of the Planets	14 Adults
9/30/2022	Code Club	8 Kids + 1 Adult

### Circulation

<b>PHYSICAL</b>		<b>DIGITAL</b>	
# of Books	340	# of eBooks	38
# of Books on CD	3	# of Online Audio	40
# of DVDs	59		
<b>Total Physical</b>	402 (100 kids items)	<b>Total Digital</b>	78 (5 kids items)
<b>Total Circulation</b>	480		
ILL Processed	12 Requested, 7 Received, 1 Returned		

### Computers/Wi-Fi

<b># Computer Sign ins</b>	23 + 41 Code Club = 64
<b>Total Unique Wi-Fi Devices</b>	160
<b>Avg. # Wi-Fi Devices per day</b>	27
<b>Avg. Data Usage per Device</b>	2.6 GB

## **Other:**

### **Maintenance:**

- We still need 2 of the windows replaced.
- The Utility guys were supposed to come the first week of October to take out the swamp coolers, but the rain postponed that a week. After those are removed, I'll have them light the pilots and turn on the propane.
- There is a live water pipe that sticks out of the east wall in the computer room where a small water fountain used to be. Mayor Rumpf said he'd ask Jeff Joseph about cutting it down and capping it at the wall instead.

As of October, I changed the Library Open hours to:

Tuesday-Friday: 10am-12:30pm, 1-5pm

Saturday: 10am-3pm

Closed Sunday & Monday

Nehemiah helped me put up a new sign with the new hours.

### **ARPA Funds:**

The deadline to spend the library's American Rescue Plan Act funds was September 30<sup>th</sup>. All funds were expended on time. I'm working on the report for the State Library regarding the expenditures, which is due at the end of the month. Some of the things I purchased with these funds: a poster (24" wide) printer, a Cricut machine (programmable die-cutter), 2 book carts, a rolling storage cart, a cabinet for the Cricut, 2 Artemis 3D printers from FlashForge, a rotating bookshelf display, Blink security cameras, two couches for the front room and one for upstairs, about 275 books, and about \$2,000 in content credit for Overdrive eBooks.

### **NMLA Conference:**

The New Mexico Library Association annual conference is Wednesday-Friday October 26-28<sup>th</sup>. I will attend all three days; volunteers will run the library in my absence. I will be giving a presentation at the conference on Thursday titled "It Takes a Village: lessons in community partnerships from a single person library." More information in next month's report. Mayor Rumpf approved me to take the village vehicle for the conference.

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

SELL PRICE	\$116,167.46
SUBTOTAL	\$116,167.46
TOTAL	\$116,167.46

**WARRANTY & COVERAGE**

Standard Warranty:	12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)
Extended Coverage:	416-36 MO/3000 HR POWERTRAIN + HYDRAULICS

**F.O.B/TERMS:**

Albuquerque

**PAYMENT TERMS**

**Cash Invoice Terms**

CASH WITH ORDER
\$0.00

\$8411.1



**STATE OF NEW MEXICO  
DEPARTMENT OF ENVIRONMENT  
CAPITAL APPROPRIATION PROJECT  
MAGDALENA WATER STORAGE TANK CONSTRUCT  
SAP 22-G2421-STB**

**THIS AGREEMENT** is made and entered into as of this [ ] day of [ ], 20[ ], by and between the New Mexico Environment Department hereinafter called the “Department” or “NMED”, and Magdalena hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2022, Chapter 53, Section 22, Paragraph 120, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

**SAP 22-G2421-STB (\$250,000.00) APPROPRIATION REVERSION DATE: June 30, 2026  
Laws of 2022 Chapter 53, Section 22, Paragraph 120, Two Hundred Fifty Thousand Dollars (\$250,000.00):**

to plan, design and construct a water storage tank for Magdalena in Socorro county

The Grantee’s total reimbursements shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) minus the allocation for Art in Public Places<sup>1</sup>, if applicable, No Dollars (\$0.00) which equals Two Hundred Fifty Thousand Dollars (\$250,000.00) (the “Adjusted Appropriation Amount”).

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<sup>1</sup> The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with Third-Party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third-Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

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<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third-Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Please provide this information in the Resolution and Signature page; this page does NOT need to be completed.

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: New Mexico Environment Department  
Name: Paulette Ortiz  
Title: Project Administrator  
Address: Construction Program Bureau  
NMED, Harold Runnels Building  
P.O. Box 5469  
Santa Fe, NM 87502

Email: paulette.ortiz@state.nm.us  
Telephone: 505-670-3583

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the

Department. It shall terminate on June 30, 2026 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

B. The Project’s funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project’s Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a Third-Party.

## **ARTICLE V. EARLY TERMINATION**

### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days’ advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

### **C. Limitation on Department’s Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

## **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

### **D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Database Reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

**B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
  - (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
- Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a Third-Party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the Third-Party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**C. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a Third-Party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third-Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

#### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
  - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex,



sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
  - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid,

selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Magdalena may immediately terminate this Agreement by giving Contractor written notice of such termination. The Magdalena's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Magdalena or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Magdalena or the Department"

## **ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the Magdalena may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Magdalena’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## **ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

## **ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES (Applicable only if the appropriation is funded by Severance Tax Bonds or General Obligations Bonds).**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform

Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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Authorization Page

MAGDALENA WATER STORAGE TANK CONSTRUCT SAP 22-G2421-STB

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution  
by the Department.

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

**NEW MEXICO ENVIRONMENT DEPARTMENT**

\_\_\_\_\_  
Judith L, Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau  
Signed pursuant to May 24, 2021 Secretary of Environment Delegation Order

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

I. Grantee Information		II. Payment Computation	
A. Grantee: Magdalena		A. Payment Request No.	
B. Address:		B. Grant Amount: \$250,000.00	
		C. AIPP Amount (if Applicable): \$0.00	
		D. Funds Requested to Date:	
C. Phone No:		E. Amount Requested this Payment:	
D. Grant No: SAP 22-G2421-STB		F. Reversion Amount (if Applicable):	
E. Project Title: MAGDALENA WATER STORAGE TANK CONSTRUCT		G. Grant Balance:	
F. Grant Expiration Date: 6/30/2026		H. __GF __GOB __STB (attach wire if first draw)	
		I. __Final Request for Payment (if Applicable)	
<b>III. Fiscal Year:</b>			
(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)			
IV. <input type="checkbox"/>		<b>Reporting Certification:</b> I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.	
V. <input type="checkbox"/>		<b>Compliance Certification:</b> Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.	
Grantee Fiscal Officer or Fiscal Agent (if Applicable):		Grantee Representative:	
Printed Name:		Printed Name:	
Date:		Date:	
(State Agency Use Only)			
Vendor Code			
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division (SAP PA) Fiscal Officer/ Date:		Division (CPB) Project Manager/Date:	

**SAMPLE NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [\_\_\_\_\_]

TO: Department Representative: \_Steven Deal

FROM: Grantee: Magdalena

Grantee Official Representative: [\_\_\_\_\_]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 22-G2421-STB

Grant Termination Date: June 30, 2026

As the designated representative of the Department for Grant Agreement number SAP 22-G2421-STB entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following Third-Party obligation executed, in writing, by the Third-Party's authorized representative:

Vendor or Contractor: [\_\_\_\_\_]

Third-Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third-Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third-Party Obligation Amount: [\_\_\_\_\_]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [\_\_\_\_\_]

The Amount of this Notice of Obligation: [\_\_\_\_\_]

The Total Amount of all Previously Issued Notices of Obligation: [\_\_\_\_\_]

The Total Amount of all Notices of Obligation to Date: [\_\_\_\_\_]

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

Signature: [\_\_\_\_\_]

Date: [\_\_\_\_\_]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

**NMED ATTACHMENT A-Optional**  
**NEW MEXICO ENVIRONMENT DEPARTMENT**  
**CONSTRUCTION PROGRAMS BUREAU**

**PROJECT DESCRIPTION**

**NAME OF GRANTEE:** Magdalena

**PROJECT NO:** SAP 22-G2421-STB

**The GRANTEE agrees to accomplish the project as described below:**

to plan, design and construct a water storage tank for Magdalena in Socorro county

---

Signature and Date Grantee

---

Signature and Date CPB Project Manager



**ATTACHMENT B  
TECHNICAL REQUIREMENTS  
NEW MEXICO ENVIRONMENT DEPARTMENT  
CAPITAL OUTLAY**

**ARTICLE 1      REVIEW**

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee may submit a more detailed project description to NMED Construction Programs Bureau prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee, that are related to the project, for review and, if appropriate, approval. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.
- B. If these grant funds are to be used for engineering and/or other professional services, the hiring process for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a copy of any executed engineering agreement and/or other professional services contract so a notice of obligation can be prepared and issued. If the Grantee's staff will be used to prepare the design, a letter certifying that must be submitted to NMED for the project records. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and will be supplied upon request. All amendments to the engineering agreement and/or other professional services contract must also be submitted to the NMED.
- D. A preliminary engineering report (PER), technical memorandum, or study by a registered New Mexico Professional Engineer may be required. The Grantee must submit the final PER, technical memorandum, and/or study to NMED for review and approval before preparation of plans and specifications. The purpose of the PER, technical memorandum, and/or study is to analyze and choose the most technically feasible and cost-effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.
- E. The Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, technical memorandum, study, or waiver of the report requirement has been received.
- F. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, bid documents, and engineer's construction cost estimate, for this project (prepared and sealed by a licensed and registered New Mexico Professional Engineer) to NMED **before** the project is advertised for construction bids, along with a letter from the Grantee stating that they have reviewed and accepted the plans and specifications. If required, the Grantee must also submit the plans and specifications to the appropriate regulatory agency for review and approval and provide a copy of the approval letter from the regulatory agency. Upon receipt of these documents the NMED will issue a letter confirming receipt of the required documents and informing the Grantee to proceed with advertising the project for construction bids.

- G. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction bids. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.
- H. With the exception of easements (See Article 1.G above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures.
- I. The Grantee will submit the recommendation of award, bid tabulation, complete bid submittal of the selected contractor, any addenda issued, and funding analysis listing all funds that will pay for construction to NMED for review and concurrence prior to award of the construction contract, along with a letter from the Grantee stating they concur with the recommendation of award to the selected contractor and price and confirming that the Grantee has sufficient funds for construction.
- J. The Grantee will submit the notice of the award, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to proceed to NMED. NMED will prepare and issue the notice of obligation for the construction cost making the grant funds available for reimbursement. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- K. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference. The Grantee will submit all modifications to the project contract by change orders to the NMED.
- L. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction. The Grantee will submit the inspector's résumé to NMED for review.
- M. All daily construction inspection reports shall be made available to the NMED upon request.
- N. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.
- O. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- P. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

## **ARTICLE 2**      **NMED OVERSIGHT**

NMED inspection, review and oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

## **ARTICLE 3**      **CLOSEOUT**

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee, the engineer of record and NMED.
- B. If the grant funds are to be used for preparation of a PER, technical memorandum, or study, final payment will be made after approval by NMED of the PER, technical memorandum or study.
- C. If grant funds are to be used for preparation of plans and specifications, final payment for plans and specifications shall be made after submission of final signed and sealed documents are submitted by the Grantee or their engineer of record with the letter from the Grantee stating that they have reviewed and accepted the plans and specifications.
- D. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title, as applicable. Appraisal reports are required for the purchase of used equipment.
- E. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
  - i. A certificate of substantial completion including punch list items.
  - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.
  - iii. A written consent of the surety, if any, to final payment.
  - iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

- v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.
- vi. Certification letter of project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.
- vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

NMED Attachment C  
NMED Contact Information Sheet  
Project Number SAP 22-G2421-STB  
Grantee Magdalena

Project Manager:	Steven Deal
Project Manager Address:	2301 Entrada del Sol Las Cruces, NM 88001
Phone:	505-670-2926
Email:	<a href="mailto:steven.deal@state.nm.us">steven.deal@state.nm.us</a>
Project Administration:	Paulette Ortiz
Project Admin Address:	1190 St. Francis Drive S-2072 Santa Fe, NM 87502
Phone:	505-670-3583
Email:	<a href="mailto:paulette.ortiz@state.nm.us">paulette.ortiz@state.nm.us</a>

For General Assistance, please call 505-827-2806 and ask for “Special Appropriations” or email:  
[NMENV-cpbsap@state.nm.us](mailto:NMENV-cpbsap@state.nm.us)

**NEW MEXICO ENVIRONMENT DEPARTMENT  
CONSTRUCTION PROGRAMS BUREAU**

**NMED ATTACHMENT D DISBURSEMENT REQUEST  
SPECIAL APPROPRIATIONS PROGRAM (SAP)**

A. NAME OF ENTITY

B. PROJECT NUMBER

C. DISBURSEMENT REQUEST NUMBER

D. GRANT AMOUNT

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees							\$ -	\$ -
Other Professional							\$ -	\$ -
Service Fees							\$ -	\$ -
Inspection Fees							\$ -	\$ -
Property Acquisition							\$ -	\$ -
Construction Cost							\$ -	\$ -
Planning Cost							\$ -	\$ -
Equipment							\$ -	\$ -
Other Costs (specify)							\$ -	\$ -
Contingencies							\$ -	\$ -
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<p>Article IX.A. (ii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.</p> <p><b>Certification:</b> Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.</p>								

Signature of Authorized Official	Typed or Printed Name:	Phone:	Date:
X			

NMED Attachment E  
New Mexico Environment Department (NMED)  
Capital Appropriations Certification Document  
Article IX. A. (ii) and (iii)  
Project SAP 22-G2421-STB  
Grantee Magdalena  
Payment Request No \_\_\_\_\_

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

---

Official Representative, Signed Name, Printed Name, Date

**Name of Grantee:** \_\_\_\_\_ **Project Number:** \_\_\_\_\_

**Current Authorized Signatures** (submit with Signature Resolution; update when necessary)

Authorized to Sign Grant Agreement			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Official Representatives authorized to sign Disbursement Requests and All Other Documents,			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Alternate Official Representative; To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make Monthly CPMS Updates			
Name		Name	
Title		Title	
Signature	Signature Not Required	Signature	
Address		Address	
Email		Email	
Phone		Phone	



**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)**

**RESOLUTION NO. 2022-17**

**WHEREAS, the Board of Trustees of the Village of Magdalena in Socorro County in the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and**

**WHEREAS, the Agreement is identified as Project Number SAP 22-G2421-STB**

**NOW THEREFORE, BE IT RESOLVED by the named applicant that:**

**Richard Rumpf, Mayor, or successor is authorized to sign the Grant Agreement for this project, and**

**Carleen Gomez, Deputy Clerk, or successor is the OFFICIAL REPRESENTATIVES or ALTERNATE OFFICIAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and Notice of Obligations (NOO)) and to act as the project contact, and**

**Carleen Gomez, Deputy Clerk, or successor is the Capital Projects Monitoring System (CPMS) contact who is authorized to update the CPMS database on a monthly basis.**

**PASSED, APPROVED, AND ADOPTED: October 10, 2022**

\_\_\_\_\_  
**RICHARD RUMPF, MAYOR**  
**(Signature)**

\_\_\_\_\_  
**Date**

**(SEAL)**

**ATTEST:**

\_\_\_\_\_  
**CARLEEN GOMEZ, DEPUTY CLERK**