



**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, JULY 10, 2023, AT 5:00 PM  
VILLAGE HALL 108 N. MAIN STREET**

**\*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 – JUNE 26, 2023**
  - 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 REGARDING APPROVAL OF FISCAL YEAR 2024 NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT NON-METRO AREA AGENCY ON AGING CONTRACTS FOR THE MAGDALENA SENIOR CENTER**
  
  - 12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO DISPOSE OF SURPLUS EQUIPMENT, TWO VILLAGE BACKHOES**
  
  - 13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF BUDGET ADJUSTMENT RESOLUTION NO. 2023-01**
  
  - 14. DISCUSSION & POSSIBLE DECISION REGARDING ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS (ARPA)**

**15. PUBLIC HEARING - DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF FY 2025-2029 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)**

- MOTION & ROLL CALL VOTE TO RECESS REGULAR MEETING AND TO GO INTO PUBLIC HEARING
- MOTION & ROLL CALL VOTE TO GO BACK INTO REGULAR SESSION

**16. DISCUSSION & POSSIBLE DECISION REGARDING RESOLUTION NO. 2023-13, A RESOLUTION ADOPTING THE FY 2025-2029 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)**

**17. 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. NMSA 10-15-1(H)(2) LIMITED PERSONNEL MATTERS**

**i. SENIOR CENTER SITE MANAGER/COOK**

- 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

**18. DISCUSSION & POSSIBLE DECISION TO HIRE MAGDALENA SENIOR CENTER SITE MANAGER/COOK**

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

**PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: [clerk@villageofmagdalena.com](mailto:clerk@villageofmagdalena.com) and/or [mayor@villageofmagdalena.com](mailto:mayor@villageofmagdalena.com) THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, JULY 10, 2023 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES**

**20. ADJOURNMENT**

*NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT THE VILLAGE OFFICE, 108 N. MAIN STREET, MAGDALENA, NM 87825. PUBLIC DOCUMENTS, INCLUDING THE AGENDA AND MINUTES, CAN BE PROVIDED IN VARIOUS ACCESSIBLE FORMATS. PLEASE CONTACT THE VILLAGE CLERK/TREASURER IF A SUMMARY OR OTHER TYPE OF ACCESSIBLE FORMAT IS NEEDED. IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WHO IS IN NEED OF A READER, AMPLIFIER, QUALIFIED SIGN LANGUAGE INTERPRETER OR ANY OTHER FORM OF AUXILIARY AID OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE VILLAGE CLERK AT 575-854-2261 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.*

**DRAFT**

**NOTICE OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES  
MONDAY, JUNE 26, 2023, AT 5:00 PM  
VILLAGE HALL 108 N. MAIN STREET**

**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=VOV6SERBNVdGNDNPaE1ZdWp1N004UT09>

**Meeting ID: 486 115 5997**

**Passcode: MAGDALENA**

**CALL TO ORDER:** Mayor Rumpf called the meeting to order at 5:00pm.

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

**PARTICIPATING VIA ZOOM VIDEO CONFERENCE:** Trustee Donna Dawson

**ABSENT:** None

**GUESTS :** Collier Nelson - Assistant Clerk, John Lee, Lorraine Trujillo, Wanda Mansell, School Board President - Lynn Major

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

**APPROVAL OF AGENDA:** Clark Brown moved to approve the agenda, and Harvan Conrad seconded the motion. The motion carried unanimously.

**APPROVAL OF MINUTES:**

**REGULAR MEETING – JUNE 12, 2023:** Harvan Conrad moved to approve the minutes as presented, and Clark Brown seconded the motion. The motion carried unanimously.

**APPROVAL OF CASH BALANCE REPORTS:** James Nelson moved to approve the Cash Balance Report, and Harvan Conrad seconded the motion. The motion carried unanimously.

**APPROVAL OF BILLS:** Harvan Conrad moved to approve of the Bill List, with the additions, and James Nelson seconded the motion. The motion carried unanimously.

**BILL LIST**

Bohannon- Huston Inc.		\$1,103.09
Consultant Pharmacist of NM		\$431.00
GT Fabrication		\$5,265.00
Konica Minolta		\$374.00
Quick & Easy Tire & Lube		\$208.79
Route 60 Trading Post		\$100.00
Socorro Electric Coop		\$3,586.69
Vexus Fiber		\$65.08
		<b>Sub-Total: \$11,133.65</b>

Additions to the Bill List:		
USA Bluebook		\$250.87
Wagener Equip Co.	Backhoe/Loader	\$116,167.46
MAS Modern Marketing		\$327.25
		<b>Sub-Total: \$116,745.58</b>
		<b>TOTAL: \$127,879.23</b>

**MAYOR’S REPORT:** Mayor Rumpf stated that the NMDOT Aviation Division is giving \$698,200.00 for a Helipad, funds to chip seal the road, \$50,000.00 additional funds for the airport building and \$15,000.00 for a UTV. Mayor Rumpf reported that the Senior Center will be placing a food order with Shamrock Foods, and we need to spend \$15,000.00 by the end of the week. He stated that today we ordered \$11,000.00 in food and \$2,000.00 worth of pots, pans, and storage. Mayor Rumpf was happy to report that July 5<sup>th</sup> will be the Grand Opening of the Senior Center. He stated that he and the Senior Center employees would be meeting in Santa Fe with Triple A-Aging. He stated that we should be getting a new Ford Transit Van and a Chevy Malibu. Mayor Rumpf stated that the sister to the City of Socorro – Nuevo Casas Grandes, Chihuahua Mexico had their Mayor come to look at our old trash trucks and utility vehicles that we can donate. Mayor Rumpf stated that he can do a letter to transfer them. He stated that this would help to eliminate useless equipment and it can be put on the next agenda to ratify what happened.

**CLERK’S REPORT:**

- a. **APPROVAL TO PAY INCOMING INVOICES FOR THE END OF THE FISCAL YEAR:** Deputy Clerk Carleen Gomez stated that we are now going to be closing the fiscal year and requested that she be allowed to pay incoming invoices. Donna Dawson moved to approve paying incoming invoices for the end of the fiscal year, and James Nelson seconded the motion. The motion carried unanimously.

**LODGER’S TAX - DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RENTAL OF PORTA-POTTIES AND ADVERTISING FOR JULY 1ST FRONTIER FESTIVAL:** Mr. John Lee stated that there will be twelve ads from local merchants to surround the Frontier Festival Ad, three Porta-Potties are needed as well as one hand washing station. Donna Dawson moved to approve the request, and James Nelson seconded the motion.

Mayor Rumpf requested a Roll Call Vote:  
 James Nelson: Aye  
 Harvan Conrad: Aye  
 Donna Dawson: Aye  
 Clark Brown: Aye

The motion carried unanimously.

**LODGER’S TAX – DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF ADVERTISING IN TLP PUBLICATION PROMOTING MAGDALENA:** Linda Ball from The Local Pages spoke about ads for the Chamber of Commerce and Visitor’s Center/Trading Post. She stated that one half page for the Visitor’s Center is \$50.00 per month and \$378.00 for the Trading Post. Donna Dawson stated that she would like to see this combined since the Trading Post is a for-profit business. Linda Ball stated that it can be combined but would be the same cost or the trading post could be deleted. She stated that without the Trading Post the cost would be \$630.75. Donna Dawson moved to approve the advertising on TLP Publication Promoting Magdalena, and Harvan Conrad seconded the motion. The motion carried unanimously.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye  
Harvan Conrad: Aye  
Donna Dawson: Aye  
Clark Brown: Aye

The motion carried unanimously.

**DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2023-12, DELEGATING THE MAYOR THE EXCLUSIVE AUTHORITY TO SECURE AND MANAGE VILLAGE CREDIT CARDS:** Mayor Rumpf stated that he got ahold of Wells Fargo, and they need to remove all the previous people on the bank account to be able to conduct future business. James Nelson moved to approve Resolution No. 2023-12, delegating the Mayor the exclusive authority to secure and manage Village credit cards, and Harvan Conrad seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye  
Harvan Conrad: Aye  
Donna Dawson: Aye  
Clark Brown: Aye

The motion carried unanimously.

**DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF QUOTE FROM SOUTHWEST LINER SYSTEMS, INC. FOR LAGOON LINER REPAIRS:** Mayor Rumpf stated that the winds tore one of the sewer lagoon liners in the lower pond. He will get a quote for the work to repair. Donna Dawson moved to approve the quote from Southwest Liner Systems, Inc., and Harvan Conrad seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye  
Harvan Conrad: Aye  
Donna Dawson: Aye  
Clark Brown: Aye

The motion carried unanimously.

**DISCUSSION & POSSIBLE DECISION REGARDING THE ACCEPTANCE OF AIRPORT ENGINEERING PROPOSAL:** Mayor Rumpf stated that the Village portion to cover the engineering fees is \$871.00. Donna Dawson moved to approve the acceptance of the Airport Engineering Proposal, and James Nelson seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye  
Harvan Conrad: Aye  
Donna Dawson: Aye  
Clark Brown: Aye

The motion carried unanimously.

**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, JUNE 26, 2023, 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 ARPA Funds need to be spent, and he would like to look into purchasing the

Ford F-250 that we are currently leasing and getting another one for the Utility Department. Mayor Rumpf stated that there is currently one work study student and there may be one or two more coming from the school.

Mrs. Wanda Mansell stated that she is concerned about the Senior Center and wanted to know more information and see if there are any updates. Mayor Rumpf stated that there is going to be a fun menu, with more home cooked meals and lots of fruits and vegetables. He stated that there are going to be fun activities including swimming, pool tournaments, bingo, exercising, sewing and movies trips. In addition to all these new activities, we will also need volunteers for a Senior Center Advisory Board.

Magdalena School Board President, Lynn Major stated that she has funding for housing for teachers, but the Village needs more housing. Mayor Rumpf stated that it will take \$2.2 million dollars to get the asbestos removed from the BIA Dorms but would eventually like to see at least eleven houses on that property. Mayor Rumpf stated that he is looking into mobile homes and how to get funding for housing.

**ADJOURNMENT:** Donna Dawson moved to adjourn the meeting at 6:04pm, and 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 <jcnelson@gilanet.com>  
**Sent:** Wednesday, July 5, 2023 11:39 AM  
**To:** Carleen Gomez  
**Subject:** Re: Dept Reports Due Tomorrow, EMS

11 EMS calls in June.

# Magdalena Marshal's Office

<b>Monthly Report</b>	<b>Month: JUNE 2023</b>	<b>Year: 2023</b>
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>	6	275
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	3	
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY	1	
<b><u>ASSISTANCE CALLS:</u></b>		
AMBULANCE/FIRE	1	
PUBLIC SERVICE	5	
NM STATE POLICE		
SHERIFF'S OFFICE	2	
NM FISH & GAME		
US BORDER PATROL		
US FOREST SERVICE		
<b><u>OTHER:</u></b>		
ALARM CALLS		
FINGERPRINTING		
Driving Tests		
Misc. Cases	5	
<b><u>TOTALS:</u></b>	<b>23</b>	<b>275</b>



**MAGDALENA MARSHAL DEPARTMENT**  
**MONTHLY VEHICLE EXPENDITURE REPORT**  
 For the month of : JUN Year: 2023

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	7423	7632	209	17.18	67			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	7632	7845	213	18.06	70.45			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	7845	8045	200	17.91	69.85			Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$
28								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$
31								
Totals			622	53.15	207.3			

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

Signature:  Title: MARSHAL

## Magdalena Marshal's Office

<b>Monthly Report</b>	<u>Month: JUNE</u>	<u>Year: 2023</u>
	ID# Mag 2	LT. Waterman
<b>Total Miles Driven:</b>	433	
<b><u>GENERAL CALLS:</u></b>	<b><u>AMOUNT</u></b>	<b><u>REVENUE</u></b>
TRAFFIC CITATIONS: <b>Village Ordinances</b>	54	\$2,916
TRAFFIC CITATIONS: <b>State Statutes</b>	0	
CRIMINAL CITATIONS	0	
ANIMAL CONTROL CITATIONS	0	
TRAFFIC ACCIDENTS	0	
D.W.I. ARRESTS	0	
FELONY ARRESTS	0	
MISDEMEANOR ARRESTS	2	
12 HOUR HOLD ARREST	0	
CRIMINAL INVESTIGATIONS	2	
JUVENILE CASES	0	
DOMESTIC CASES	0	
CRIMINAL DAMAGE / PROPERTY	0	
<b><u>ASSISTANCE CALLS:</u></b>		
AMBULANCE/FIRE	1	
PUBLIC SERVICE	0	
NM STATE POLICE	0	
SHERIFF'S OFFICE	0	
NM GAME & FISH	0	
NM LIVESTOCK BOARD	0	
US BORDER PATROL	0	
US FOREST SERVICE	0	
<b><u>OTHER:</u></b>		
ALARM CALLS	0	
FINGERPRINTING	0	
Driving Tests	0	
Misc. Cases	1	Casi Grande PD AZ
<b><u>TOTALS:</u></b>	54	\$2,916

**MAGDALENA MARSHAL DEPARTMENT**  
**MONTHLY VEHICLE EXPENDITURE REPORT**  
 For the month of : JUNE Year: 2023

License Number: \_ 16631G  
 Make and Model: \_ DODGE RAM

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	3897	3977	80	14.36	56			04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10	3977	4040	140	14	54.59			11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								10
14								Invoice No.: _____ Amt.\$ _____
15								Date _____
16	4040	4092	52	12.82	50			Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22	4092	4168	76	16.52	\$64.42			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	4168	4253	85	17.18	\$67.00			Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			433	74.88	292.01			

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

Signature:  Title: 

# Magdalena Marshal's Office

<b>Monthly Report</b>	<u>Month:</u>	<u>Year: 2023</u>
	ID# Mag 3	
<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	\$110
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	2	
<b><u>ASSISTANCE CALLS:</u></b>		
AMBULANCE/FIRE		
PUBLIC SERVICE		
NM STATE POLICE	1	
SHERIFF'S OFFICE	1	
NM GAME & FISH		
NM LIVESTOCK BOARD		
US BORDER PATROL		
US FOREST SERVICE		
<b><u>OTHER:</u></b>		
ALARM CALLS		
FINGERPRINTING		
Driving Tests		
Misc. Cases		
<b><u>TOTALS:</u></b>	110	

*Cpt Paulina Monte*

**MAGDALENA MARSHAL DEPARTMENT**  
**MONTHLY VEHICLE EXPENDITURE REPORT**  
 For the month of : JUNE Year: 2023

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	2718	2762	44	18.6	\$72.90			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
10	2762	2977	215	19.7	\$76.85			11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$
13								10
14	2977	3175	198	17.4	\$68.15			Invoice No.: _____ Amt.\$
15								Date
16								Invoice No.: _____ Amt.\$
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$
19								Code: _____ Date: _____
20	3175	3385	210	17.9	\$69.95			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	3385	3575	190	18.4	\$71.90			Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$
31								
Totals	9581	1035	769	54.8	213.75			

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

Signature: *Paulina A. Monte* Title: *CPL*



# June. 2023

## Utilities Report

- 1) Daily well rounds and screen cleaning.
- 2) Worked on well houses and pumps.
- 3) Picked up cardboard and was taking to Socorro recycle.
- 4) Cut weeds around the village hall and library.
- 5) Jetted sewer lines and worked on backups.
- 6) Replaced broken meters and lines.
- 7) Removed old cement from rodeo grounds and asphalt pile.
- 8) Worked on side streets cutting trees and filling in roads.
- 9) Mowed around four way stops and alleys.
- 10) Did new water accounts and water shut offs.
- 11) Cleaned up the utility yard.
- 12) Worked on recycling day at the transfer station.
- 13). Did water samples and were good.

## Librarian's Report JUNE 2023

<b>Days Open</b>	22	<b># of Volunteers</b>	4 (ind)
<b>Days Closed</b>	0	<b>Volunteer Hours</b>	12
<b>Total Visitors</b>	457		
<b>Museum Visitors</b>	91	<b>New Library Cards</b>	6

### Events:

<b>Number of Events:</b>	8	<b>Attendance:</b>	115
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<b>Date:</b>		<b># of People:</b>
6/8	EXPLORA	11 K + 8 A = 19
6/9	Code Club, Sauer not there, Made masks	6 K + 1 A = 7
6/23	Natural History Museum	9 K + 10 A = 19
6/22	Fiber Arts meeting	6
6/24	Way Out There Movie	43
6/29	Book Club meeting	6
6/30	Code - Played Scrabble, Uno and Dominoes	7 K + 1 A = 8
6/30	Sevilleta Natural Wildlife Refuge	6 K + 1 A = 7

### Circulation

<b>PHYSICAL</b>		<b>DIGITAL</b>	
# of Books	110	# of eBooks	58
# of Books on CD	6	# of Online Audio	80
# of DVDs	38		
<b>Total Physical</b>	<b>154</b>	<b>Total Digital</b>	<b>138</b>
<b>Total Circulation</b>	<b>292</b>		
ILL Processed	0		

### Computers/Wi-Fi

<b># Computer Sign ins</b>	32
<b>Total Unique Wi-Fi Devices</b>	130
<b>Avg. # Wi-Fi Devices per day</b>	25
<b>Avg. Data Usage per Device</b>	1.59

**Other:**

6/28 Received training and completed the Police Reports for January through April on 6/30. Swamp coolers finally putting out cold air after various adjustments.

Extremely warm in the library. (80's) Swamp coolers installed day before Ivy left, but have not really been functional till about a week ago, and that is being generous. I am waiting on two quotes from reputable companies to hopefully solve the continuing problems with heating or cooling the main working areas, Lobby and Computer room. I did contact another company, but have not heard back from them.

The plumbing in the ladies bathroom is still problematic, water not draining in the sink, toilet running, but can be stopped by jiggling the flusher, and the fan is not functional.

**Respectfully Submitted,  
Yvonne Magener,  
Library Director**





North Central New Mexico  
Economic Development District  
Non-Metro Area Agency on Aging  
3900 Paseo Del Sol Santa Fe, New Mexico 87507  
505.395.2668 Toll Free 866.699.4627 [www.ncnmedd.com](http://www.ncnmedd.com)



June 23, 2023

To: Subrecipient Contractor

From: Neil Segotta, AAA Director

Re: FY23-24 Contracts

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Attached you will find the FY23-24 contracts pertaining to your program. Please ***read***, review, and obtain authorized signatures on all documents, and submit via the link provided with the appropriate naming conventions.

**Providename.FY24TitleIII**

**Providename.FY24NSIP**

**Providename.FY24SEP**

*Ex. RioArriba.FY24.pdf (or .doc)*

**Monthly Expenditure**

An initial payment of 12.5% of State funds will be distributed to those Providers who request, in writing, that they wish to access them. Remember, this initial payment must be accounted for by the Provider, and expenditures must be allocated to these funds.

Feel free to contact me at [neils@ncnmedd.com](mailto:neils@ncnmedd.com) or Nancy at [nancyam@ncnmedd.com](mailto:nancyam@ncnmedd.com) if you have any questions.

Thank you.  
*Neil*

**North Central New Mexico Economic Development District  
Non-Metro Area Agency on Aging**

**NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)  
SUBRECIPIENT CONTRACTOR SUB-AWARD**

This Agreement is made and entered into this 1<sup>st</sup> day of July 2023, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and Village of Magdalena, hereinafter referred to as the "Subrecipient Contractor."

**PURPOSE**

The Nutrition Services Incentive Program (NSIP) provides incentives for the effective delivery of nutritious meals to older individuals. NSIP funds allow nutrition programs to increase the number of meals served.

The purpose of this Agreement is to allocate funds in support of the provision of congregate and home delivered meals provided under Title IIIC of the Older Americans Act (OAA). The Subrecipient Contractor must be a recipient of Title III funding or Title III matching funds.

**IT IS AGREED BETWEEN PARTIES:**

**1. Scope of Work**

The subrecipient Contractor will:

- A. Establish procedures to ensure that such cash payments are used solely for the purchase of United States agriculture commodities and other foods produced in the United States for the use in the senior nutrition program. No imported foods, or food items containing imported products, may be purchased with these funds. e.g., coffee, tea, cocoa, and bananas.
- B. Ensure that NSIP funds are used exclusively for the purchase of food, not meal preparation, and may not be used for administrative costs.
- C. Ensure that meals furnished under contractual agreement with food service management companies, caterers, restaurants, or institutions, contain foods or commodities of United States origin; imported foods may not be purchased with these funds.
- D. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the New Mexico Environment Department requirements.

- E. Ensure that each meal complies with the most recent Federal and State nutritional guidelines and requirements.
- F. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title IIIC-1 and Title IIIC-2 and other cash used for the purchase of food).
- G. Report monthly to the Agency on forms provided by the Agency and submit such other reports deemed necessary by the agency.
  - a) Submit timely and accurate consumer/client tracking service documents (rosters and transmittals) as required by the AAA by the close of business on the fifth (5<sup>th</sup>) day of each month following the last day of the month in which services were provided. If the fifth (5<sup>th</sup>) falls on a weekend or AAA holiday, the information will be delivered, recorded or submitted by close of business on the next business day.
- H. Submit monthly expenditure reports and supporting backup documentation (receipts or invoices) by the fifth (5<sup>th</sup>) day of each month following the last day of the month in which services were provided. If the fifth (5<sup>th</sup>) falls on a weekend or AAA holiday, the information will be delivered, recorded or submitted by close of business on the next business day. Supporting documents must include:
  - a. The vendor's name, address, and contact information.
  - b. Internal transaction number
  - c. The purchased items with a description of each product along with the corresponding quantity.
  - d. The price for each item and any applicable discount given and the total amount of the sale items.
  - e. NSIP items must be identified with an "N" or "NSIP" on the invoice.
  - f. Senior center or meal site to which received the delivery, their full name, address, and contact information.
- I. Maintain documented NSIP eligibility for all meals reported. Meal counts, as recorded in the service database, must be accurate, unduplicated and include no meals that do not meet the requirements for NSIP eligibility.
- J. Maintain and retain for three (3) years from close of the federal fiscal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
- K. Allow the Agency to monitor periodically the Subrecipient Contractor's fiscal accountability of NSIP.
- L. Be subject to state and federal audit requirements, as the contract of which this scope of work is a part, is funded with federal funds. The Subrecipient Contractor is considered an independent contractor of NSIP federal financial assistance, subject to audit requirements under Title II Part 200 of the Code of Federal Regulations, formerly known as Office of Management and Budget, Circular A-133 and Government Audit Standards.

- M. Ensure eligible consumers are assessed and information recorded in the service database.
  - N. Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.
  - O. The Agency recommends these funds be expended prior to Title III-C funds.
2. **Compensation**
- A. The total amount payable under this Agreement shall not exceed **\$2,500.00** for the purchase of foods produced in the United States, for use in senior nutrition programs. The Subrecipient Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Subrecipient Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.
  - B. Assistance Listing Number: 93.053
3. **Gross Receipts Tax**  
Not applicable. Tax exempt.
4. **Term**  
This Agreement shall begin on July 1, 2023, and terminate on June 30, 2024, unless terminated pursuant to paragraph 5 or paragraph 6 or for any other reason allowed by law.
5. **Termination**
- A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty days (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination. This Agreement may be terminated immediately upon written notice to the Subrecipient Contractor if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor or any of its officers, employees or agents, is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

- B. **Termination Management:** Immediately upon receipt by either the Agency or the Subrecipient Contractor of notice of termination of this Agreement, the Subrecipient Contractor shall: 1) not incur any further obligations for services or any another expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency as soon as practicable.

**6. Appropriations**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress and/or Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, the Agreement shall terminate upon written notice being given to the Subrecipient Contractor. The Agency's decisions as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final.

**7. Status of Subrecipient Contractor**

The Subrecipient Contractor and its agents and employees are independent subrecipient contractors performing services for the Agency and are not employees of the Agency. The Subrecipient Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

**8. Assignment**

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

**9. Subcontracting**

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

**10. Records and Audit**

- A. The Subrecipient Contractor shall maintain detailed records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The

records shall be subject to inspection by the Agency, the Aging & Long-Term Services Department (ALTSD), the Department of Finance and Administration, and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive, improper, or illegal payments.

- B. The Subrecipient Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2023, to June 30, 2024. The audit reports provided to the Agency must include a copy of the Auditor's management letter. The audit report shall be conducted by a certified public accountant in compliance with the Single Audit Act and shall encompass the following provisions.
- a) The subrecipient contractor, expending equal to \$750,000 but less than or equal to \$250,000 in combined federal funds, shall have an audit conducted in accordance with the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, NSIP, etc.) which facilitates a reconciliation of audited costs to the final report.
  - b) Submittal of the audit report for governmental entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.

#### **11. Release**

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

#### **12. Product of Service -- Copyright**

All materials developed or acquired by the Subrecipient Contractor under this Agreement shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Subrecipient Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Subrecipient Contractor.

#### **13. Conflict of Interest**

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

**14. Equal Opportunity Compliance**

The Subrecipient Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Subrecipient Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

**15. Confidentiality**

Any confidential information provided to or developed by the Subrecipient Contractor in performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Subrecipient Contractor without the prior written approval of the Agency.

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

**16. Amendment**

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

**17. Merger**

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

**18. Penalties for Violation of Law**

The Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A. 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

**19. Applicable Laws**

This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico (b) Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949 as amended; and (d) any other applicable laws and regulation of the federal government.

**20. Invalid Term or Condition**

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

**21. Enforcement of Agreement**

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

**22. Notices**

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

To the Agency:

NCNMEDD – Non-Metro AAA  
Attention: Neil Segotta, AAA Director  
3900 Paseo del Sol  
Santa Fe, New Mexico 87507

To the Subrecipient Contractor:

Village of Magdalena  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**23. Indemnification**

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 the immunities and limitation of the New Mexico Tort Claims Act.



**24. Authority**

The Individual(s) signing this Agreement on behalf of the Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

**25. Signatures:**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2023.

Village of Magdalena  
Legal Name of Subrecipient Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed/Typed Name of Signatory

\_\_\_\_\_  
Date

NCNMEDD Non-Metro Area Agency on Aging  
Name of Area Agency on Aging

Monica Abeita  
Signature

Monica Abeita, Executive Director  
Printed/Typed Name of Signatory

July 1, 2023  
Date

**North Central New Mexico Economic Development District  
Non-Metro Area Agency on Aging**

**TITLE III FEDERAL AND STATE SUB-AWARD**

This Agreement is made and entered into this 1<sup>st</sup> day of July 2023, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the “Agency” and Village of Magdalena, hereinafter referred to as the “Subrecipient Contractor.”

The Agency’s Senior Citizens Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long-Term Services Department, and the Agency.

**1. SCOPE OF SERVICES**

- A. Services. The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide service(s) to eligible consumers in the service area as identified in the Subrecipient Contractor application or Service Delivery Plan attached by reference.
- C. Deliverables. The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in the Service Delivery Plan and Budget sections are estimates. Budgeted services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor’s submission of monthly WellSky data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
- D. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

Target populations may include people aged 50 through 59 for services provided with state funding only. Target populations for each service may vary according to the service provided.

- E. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed \$119,000.00. Said aggregate amount is to be derived from the following sources.
1. \$7,000.00 from Title III-B of the OAA [Assistance Listing Number 93.044].
  2. \$3,000.00 from Title III-C1 of the OAA [Assistance Listing Number: 93.045].
  3. \$6,000.00 from Title III-C2 of the OAA [Assistance Listing Number: 93.045].
  4. \$ .00 from Title III-D of the OAA [Assistance Listing Number: 93.043].
  5. \$ .00 from Title III-E of the OAA [Assistance Listing Number: 93.052]; and
  6. \$103,000.00 from the NMGAA-State/HB-2
- F. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This initial payment must be accounted for by the Subrecipient Contractor, and expenditures must be allocated to these funds.
- G. Payment for services shall be consistent with all applicable federal and state laws and regulations.
- H. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractor's own risk, and the Agency shall not be liable for such expenditures.
- I. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient

Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

- J. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Subrecipient Contractor that payment is requested, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.
- K. Payments to the Subrecipient Contractor will be made electronically through the Automated Clearing House (ACH) Network.
- L. Subrecipient Contractor shall track and report all information needed for the State Program Report for Administration for Community Living (ACL) through the Older Americans Act Performance System (OAAPS). Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by OAAPS and state and federal reporting requirements.

## **2. TERMS OF AGREEMENT**

In addition to the other provisions contained in this Agreement, the parties agree to the following:

- A. The Subrecipient Contractor agrees to:
  - 1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
  - 2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
  - 3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data should be recorded daily.
  - 4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted.
  - 5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
  - 6. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required

to be forwarded to the Agency. Client contributions (program income) will be reported fully and in the service category where generated, as required, to the Agency. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.

7. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA.
8. Maintain communication and correspondence with the Agency concerning clients' status, emergency situations, and program operations.
9. Submit contingency plan to address unforeseen circumstances when service delivery is threatened.
10. At a minimum, attend two (2) Agency training events per year (may include attendance at Non-Metro AAA Advisory Council meetings). Attend required Aging Network Training events and other special meetings of the Aging & Long-Term Services Department.
11. Submit timely and accurate information necessary for reimbursement.
  - a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5<sup>th</sup> business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.
  - b. Subrecipient Contractors shall invoice the Agency on or before the 5<sup>th</sup> business day of the month for prior month expenditures. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year. The Subrecipient Contractor shall submit to the Agency utilizing OAA-SYS system provided by the Agency.
  - c. Supporting documentation to validate reported expenses to include general ledger, purchase orders, and invoices.
  - d. Quarterly financial reports, to include approved budget, year-to-date expenses, year-to-date revenue, are due by the 15<sup>th</sup> business day of the month following the end of the quarter.
  - e. Quarterly program narrative reports by the 15<sup>th</sup> business day of the month following the end of the quarter.
12. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
13. Subrecipient Contractor agrees to bill Medicaid, or contract with the Agency to bill Medicaid, for Medicaid-eligible consumers enrolled in Medicaid-eligible services.

14. Subrecipient Contractor employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward, or payment.

B. The Agency further abides to:

1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, monitoring, and/or compliance assessments to ensure health, safety, and quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

### 3. ASSURANCES

A. *Americans with Disabilities Act of 1990 –*

The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973 –*

The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services available under the agreement are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967 –*

The Subrecipient Contractor shall comply with the Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

- D. *Drug Free Workplace*  
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*  
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- F. *Financial Management*  
The Subrecipient Contractor must implement financial management standards in accordance with the Federal standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, 2 CFR Uniform Grants Guidance Part 200 and New Mexico Fiscal Requirements.
- G. *Budget Adjustment*  
The Subrecipient Contractor shall submit to the Agency, as necessary, any budget adjustment request(s) for review and approval. Under no circumstances may budget adjustment request(s) be submitted to the Agency later than March 15<sup>th</sup> unless authorized by the Agency in writing. The Agency shall review and approve or deny budget adjustment request(s) at its sole discretion.
- H. *Incentive Compensation*  
Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is unallowable and will not be recognized by the Agency as a reimbursable expense. The use of federal or state funds for staff recognition or employee gifts is also unallowable.
- I. *Independent Audit*  
The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2023, through June 30, 2024. The Subrecipient Contractor is considered an independent contractor and is subject to audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.
1. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter.
  2. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report.
  3. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.

J. *Equal Opportunity Compliance*

The Subrecipient Contractor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Subrecipient Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

K. *Compliance with Aging and Long-Term Services Department Functions.*

The Subrecipient Contractor shall perform in accordance with the Federal Older Americans Act (OAA) and directives of the U.S. Administration on Aging; Rules, regulations, State Plan, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature; New Mexico Administrative Code, Title 9, Chapter 2, Parts 1-24; The Aging & Long-Term Services Act, NMSA 1978, Sections 9-23-1 et seq.; The New Mexico Environment Department Food Establishment Rules and Regulations; Dietary Guidelines for Americans; Dietary Reference Intakes (DRIs); the approved Agency Area Plan, Agency Policy and Procedures; the approved Service Plan; State and Federal emergencies and public health/emergency orders enacted by the Governor of the State of New Mexico; Title II Part 200 of the Code of Federal Regulations; and the terms and conditions of this Agreement.

L. *Non-Discrimination Service Delivery.*

The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

M. *Targeting and Outreach.*

The Subrecipient Contractor shall engage in targeting and outreach activities, as required by the OAA, to all potential recipients of services as referenced in section



2.A.2. The Subrecipient Contractor shall conduct ongoing community outreach to assess needs and inform potential recipients of available services. The Subrecipient Contractor shall report all activities in its quarterly program reports submitted to the Agency.

**N. *Consumer Feedback.***

The Subrecipient Contractor shall utilize the standardized survey instrument to obtain and evaluate consumer opinions of the quality of services received.

**O. *Emergency Preparedness Requirements.***

The Subrecipient Contractor shall monitor and notify the Agency of any situation which has the potential to be an emergency in which older adults or adults with disabilities may be adversely affected.

- a. Subrecipient Contractor shall complete and submit the Agency's Contingency & Emergency Preparedness Response Plan annually.
- b. Subrecipient Contractor shall provide and update emergency contact information for all emergency management personnel in a format provided by the Agency; currently contained within the Contingency & Emergency Preparedness Response Plan.
- c. Subrecipient Contractor agrees to notify the Agency of service modifications in the event of a holiday, emergency, or other situation as soon as those service modifications are known.
- d. Subrecipient Contractor agrees to notify the Agency of emergency situations and events as soon as they are known, regardless of service modification.
- e. Subrecipient Contractor shall ensure continuation of services during emergency events to the extent possible and will request assistance from the Agency in the event it cannot perform this requirement.
- f. Subrecipient Contractor agrees to perform well-check calls to consumers during emergency events, regardless of the open or closed status of facilities and services. Subrecipient Contractor agrees to utilize well-check call scripts and systems provided by the Agency in this process. Subrecipient Contractor will request assistance from the Agency in the event it cannot perform this requirement.

**4. TERM**

This Agreement shall begin on July 1, 2023, and terminate on June 30, 2024, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

**5. TERMINATION**

- A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred

for performance prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Subrecipient Contractor, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

**6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR**

- A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:
1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state, or local laws, rules, or regulations.
  2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
  3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise on the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds awarded to the Subrecipient Contractor hereunder.
2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation awarded to the Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

## **7. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have

the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

#### **8. STATUS OF SUBRECIPIENT CONTRACTOR**

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

#### **9. ASSIGNMENT**

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

#### **10. SUBCONTRACTING**

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

#### **11. RELEASE**

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations, whatsoever arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

#### **12. CONFIDENTIALITY**

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

#### **13. PRODUCT OF SERVICE – COPYRIGHT**

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under

this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

**14. CONFLICT OF INTEREST**

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

**15. AMENDMENT**

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

**16. MERGER**

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

**17. PENALTIES FOR VIOLATION OF LAW**

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

**18. APPLICABLE LAW**

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

**19. WORKERS COMPENSATION**

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

**20. RECORDS AND FINANCIAL AUDIT**

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate

the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

## **21. INDEMNIFICATION**

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 the immunities and limitation of the New Mexico Tort Claims Act.

## **22. INTERNAL DISPUTE MEDIATION**

The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient Contractor must provide all participants with notice, at the commencement of the contract year, that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Subrecipient Contractor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

## **23. PARTICIPANT GRIEVANCE**

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

**24. KEY PERSONNEL**

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

- 1. Program Director
- 2. Financial Manager

The Subrecipient Contractor will maintain full-time Key Personnel throughout the term of this agreement.

**25. INVALID TERM OR CONDITION**

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

**26. ENFORCEMENT OF AGREEMENT**

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

**27. NOTICES**

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

**AGENCY:**  
 NCNMEDD Non-Metro AAA  
 Neil Segotta, AAA Director  
 3900 Paseo Del Sol  
 Santa Fe, NM 87507

**SUBRECIPIENT CONTRACTOR:**  
 Village of Magdalena  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**28. INSURANCE**

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

**29. AUTHORITY**

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

**30. SIGNATURES**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2023.

Village of Magdalena  
*Legal Name of Subrecipient Contractor*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed/Typed Name of Signatory*

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

NCNMEDD Non-Metro Area Agency on Aging  
*Name of Area Agency on Aging*

Monica Abeita  
*Signature*

Monica Abeita, Executive Director  
*Printed/Typed Name of Signatory*

July 1, 2023  
*Date*



**STATE OF NEW MEXICO  
VILLAGE OF MAGDALENA  
BOARD OF TRUSTEES  
BUDGET ADJUSTMENT RESOLUTION NO. 2023-01  
FY 2022-2023**

**WHEREAS**, the Board of Trustees of the Village of Magdalena met in regular session on July 10, 2023 did propose to make certain transfer(s) or increase(s), or decrease(s) and

**WHEREAS**, said budget was adjusted on the basis of need and through cooperation with all user departments, elected officials and other department supervisors, **as summarized on the attached sheet**, and;

**WHEREAS**, the official meeting for review of said documents was duly advertised in compliance with the State Open Meetings Act, and

**WHEREAS**, it is the majority opinion of this Board that the adjusted budget meets the requirements as currently determined.

**NOW THEREFORE, BE IT HEREBY RESOLVED**, that the Governing Body of the Village of Magdalena, State of New Mexico hereby adopts the budget adjustment hereinabove described and attached and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

**PASSED, ADOPTED and APPROVED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Attest:**

\_\_\_\_\_  
**Carleen Gomez, CMC - Deputy Clerk**

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

(seal)

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# Infrastructure Capital Improvement Plan FY 2024-2028

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## ICIP for Magdalena

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

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

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

**County:** Socorro

**Entity Type:** 010MU

**Procurement Officer Name:** Richard Rumpf

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

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

**Financial Officer Name:** Michael Steininger

**Telephone No.:** (505)239-9806

**Email Address:** msteininger@rebmgtllc.com

### Executive Order 2013-006 Compliance

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

**Does your entity have a comprehensive plan/master plan?** Yes

**Last date comprehensive plan/master plan was updated?**

**Do all projects in your ICIP include or follow your comprehensive plan/master plan?** Yes

### Other Planning

**Asset Management Plan** N/A

**LEDA (Local Economic Development Act)** N/A

**Drought Contingency Plan** N/A

**Water Conservation Ordinance** No

**Financial Plan** No

**Annual Action Plan** Yes

**NM Affordable Housing Act Compliance** No

**Other** No

**N/A State Agency Only** No

# Infrastructure Capital Improvement Plan F2024-2028

## Magdalena Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2024	2025	2026	2027	2028	Total Project		Phase
											Cost	Amount Not Yet Funded	
24006	2024	001	Water System Improvements	Water - Water Supply	408,955	1,091,045	0	0	0	0	1,500,000	1,091,045	Y
14346	2024	002	Village Street Improvements	Transportation - Highways/Roads/Bridges	288,339	1,000,000	0	0	0	0	1,288,339	1,000,000	Y
34059	2024	003	Community Events Complex	Facilities - Convention Facilities	0	2,500,000	0	0	0	0	2,500,000	2,500,000	Y
34058	2025	001	Wastewater Improvements & Maintenance	Water - Wastewater	37,500	0	2,137,500	0	0	0	2,175,000	2,137,500	Y
10725	2026	001	Marshal's Office/Municipal Court	Facilities - Administrative Facilities	0	0	0	565,000	0	0	565,000	565,000	F
12339	2027	001	Municipal Complex Phase II	Facilities - Libraries	0	0	0	0	400,000	0	400,000	400,000	F
10036	2028	001	Health Clinic Expansion	Facilities - Health-Related Cap Infrastructure	0	0	0	0	0	300,000	300,000	300,000	F

**Number of projects:** 7

<b>Funded to date:</b>	734,794	<b>Year 1:</b>	4,591,045	<b>Year 2:</b>	2,137,500	<b>Year 3:</b>	565,000	<b>Year 4:</b>	400,000	<b>Year 5:</b>	300,000	<b>Total Project Cost:</b>	8,728,339	<b>Total Not Yet Funded:</b>	7,993,54
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# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 001      **Priority:** High      **ID:**24006  
**Project Title:** Water System Improvements      **Class:** Replace Existing      **Type/Subtype:** Water - Water Supply  
**Contact Name:** Carleen Gomez      **Contact Phone:** 575-854-2261      **Contact E-mail:** cgomez@villageofmagdalena.com  
**Total project cost:** 1,500,000      **Proposed project start date:** 10/1/2023  
**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 new water storage tank that holds at least 100,000 gallons for residential consumption, a booster pump station for well, 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	9/1/2022	DWRLF Subsidy Amt
NMEDDL	102,205	Yes	102,205	0	9/1/2022	DWRLF Loan Amt
CAP	516,045	No	0	0		
FGRANT	375,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
<b>TOTALS</b>	<b>1,500,000</b>		<b>408,955</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.**

Completed	Funded to Date	2024	2025	2026	2027	2028	Total Project Cos
		Estimated Costs Not Yet Funded					

## Infrastructure Capital Improvement Plan FY2024-2028

	Yes	0	0	0	0	0	0
Water Rights							
Easements and Rights of Way	No	0	50,000	0	0	0	50,000
Acquisition	Yes	0	0	0	0	0	0
Archaeological Studies	Yes	0	0	0	0	0	0
Environmental Studies	Yes	0	0	0	0	0	0
Planning	No	20,000	60,000	0	0	0	80,000
Design (Engr./Arch.)	No	20,000	100,000	0	0	0	120,000
Construction	No	168,955	266,045	0	0	0	435,000
Furnish/Equip/Vehicles	No	200,000	615,000	0	0	0	815,000
<b>TOTALS</b>		408,955	1,091,045	0	0	0	1,500,000
<b>Amount Not Yet Funded</b>			1,091,045				

### 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/Vehicles	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
<b>TOTAL</b>	1,075,000						

## Infrastructure Capital Improvement Plan FY2024-2028

	Yes					
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	TOTAL
Annual Operating Expenses plus Debt Service	225,000	230,000	235,000	240,000	245,000	1,175,000
Annual Operating Revenues	230,000	235,000	240,000	245,000	250,000	1,200,000

**Does the project lower operating costs?**

Yes

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:
Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena
No	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. We plan to have the water engineer be the oversight to make sure the project is done correct and in a timely fashion. The Clerk/Treasurer will be 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 FY2024-2028

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If yes, please explain and provide the number of people that will benefit from the project. This will benefit all residents that receive Village water, which is about 950 residents.  
(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

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

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 002      **Priority:** High      **ID:** 14346  
**Project Title:** Village Street Improvements      **Class:** Renovate/Repair      **Type/Subtype:** Transportation - Highways/Roads/Bridges  
**Contact Name:** Carleen Gomez      **Contact Phone:** 575-854-2261      **Contact E-mail:** cgomez@villageofmagdalena.com  
**Total project cost:** 1,288,339      **Proposed project start date:** 10/01/2023  
**Project Location:** 108 N. Main Street Magdalena NM 87825      **Latitude:** 34° 7'6.25      **Longitude:** 107° 14'38.65  
**Legislative Language:** To plan, design, construct and equip the repair of all paved streets and dirt streets within the Village of Magdalena in Socorro County.  
**Scope of Work:** 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 including drainage; 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 Applied For?		Amount Secured	Amt Expended to Date	Date(s) Received	Comment
	Amount	Yes or No				
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	44,782	6/5/2019	
DOT	56,826	Yes	56,826	0		
	0	No	0	0		
<b>TOTALS</b>	<b>1,413,339</b>		<b>288,339</b>	<b>156,513</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 \_\_\_\_\_



## Infrastructure Capital Improvement Plan FY2024-2028

	Completed	Funded to Date	2024	2025	2026	2027	2028	Total Project Cos
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	25,000	0	0	0	0	25,000
Design (Engr./Arch.)	No	0	25,000	0	0	0	0	25,000
Construction	No	288,339	550,000	0	0	0	0	838,339
Furnish/Equip/Vehicles	No	0	400,000	0	0	0	0	400,000
<b>TOTALS</b>		288,339	1,000,000	0	0	0	0	1,288,339
<b>Amount Not Yet Funded</b>			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, an 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/Vehicles	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 FY2024-2028

TOTAL 1,000,000

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	6,000	8,000	10,000	12,000	15,000	51,000
Annual Operating Revenues	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

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

Entities who will assume the following responsibilities for this project:

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

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## Infrastructure Capital Improvement Plan FY2024-2028

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- (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 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. No  
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 003      **Priority:** High      **ID:** 34059  
**Project Title:** Community Events Complex      **Type/Subtype:** Facilities - Convention Facilities  
**Contact Name:** Carleen Gomez      **Contact Phone:** 575-854-2261      **Contact E-mail:** cgomez@villageofmagdalena.com  
**Total project cost:** 2,500,000      **Proposed project start date:** 2023  
**Project Location:** 112 N. Main Street Magdalena NM 87825      **Latitude:** 34° 7'14.31      **Longitude:** 107° 14'39.48  
**Legislative Language:** To plan, design, construct and equip Community Events Complex at existing Rodeo Grounds in the Village of Magdalena, County of Socorro.  
**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.

**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	2,420,000	No	0	0		
CAP	80,000	Yes	80,000	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>	<b>2,500,000</b>		<b>80,000</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.**

Water Rights	Completed	Funded to Date	Estimated Costs Not Yet Funded			2028 Total Project Cos
			2024	2025	2027	
	N/A	0	0	0	0	0

## Infrastructure Capital Improvement Plan FY2024-2028

Easements and Rights of Way	N/A	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	50,000	0	0	0	0	50,000
Design (Engr./Arch.)	No	0	150,000	0	0	0	0	150,000
Construction	No	0	750,000	0	0	0	0	750,000
Furnish/Equip/Vehicles	No	0	1,550,000	0	0	0	0	1,550,000
<b>TOTALS</b>		<b>0</b>	<b>2,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,500,000</b>
<b>Amount Not Yet Funded</b>		<b>2,500,000</b>						

### 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, an 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/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	1,250,000	Yes	Yes	Yes	Yes	No	24
2	1,250,000	No	No	Yes	Yes	No	24
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 FY2024-2028

	Yes					
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	TOTAL
Annual Operating Expenses plus Debt Service	2,500	3,000	4,000	5,000	6,000	20,500
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  
 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? 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. Joint Utility Manager will be in charge of oversight of project and Clerk/Treasurer 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 FY2024-2028

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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.)

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2025 001      **Priority:** High      **ID:**34058  
**Project Title:** Wastewater Improvements & Maintenance      **Type/Subtype:** Water - Wastewater  
**Contact Name:** Carleen Gomez      **Contact Phone:** 575-854-2261      **Contact E-mail:** cgomez@villageofmagdalena.com  
**Total project cost:** 2,175,000      **Proposed project start date:** 01/1/2025  
**Project Location:** 108 N. Main Street Magdalena NM 87825      **Latitude:** 34° 7'5.90      **Longitude:** 107° 14'38.65  
**Legislative Language:** To plan, design, construct and equip wastewater improvements and maintenance for the Village of Magdalena in Socorro County.  
**Scope of Work:** Design, contract 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		
CAP	1,462,500	No		0		
NMED	175,000	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
<b>TOTALS</b>	<b>2,175,000</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					
			2024	2025	2026	2027	2028	Total Project Cos
Water Rights	Yes	0	0	0	0	0	0	0



## Infrastructure Capital Improvement Plan FY2024-2028

	Yes	0	0	0	0	0	0	0	0
Easements and Rights of Way 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	0	175,000	0	0	0	0	175,000
Construction	No	0	0	1,000,000	0	0	0	0	1,000,000
Furnish/Equip/Vehicles	No	0	0	962,500	0	0	0	0	962,500
<b>TOTALS</b>		37,500	0	2,137,500	0	0	0	0	2,175,000
<b>Amount Not Yet Funded</b>		2,137,500							

### PHASING BUDGET

Can this project be phased? Yes Stand Alone: No Multi-Phased: No

Phasing: 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-phase 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, an 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/Vehicles	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>	<b>1,175,000</b>						

## Infrastructure Capital Improvement Plan FY2024-2028

	Yes				
Has your local government/agency budgeted for operating expenses for the project when it is completed?					
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
	100,000	102,000	104,000	106,000	108,000
Annual Operating Revenues	140,000	142,000	144,000	146,000	148,000
					<b>TOTAL</b>
					<b>520,000</b>
					<b>720,000</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:

	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. The Village Clerk/Treasurer 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 FY2024-2028

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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.) 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.

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2026 001 **Priority:** High **ID:** 10725  
**Project Title:** Marshal's Office/Municipal Court **Type/Subtype:** Facilities - Administrative Facilities  
**Contact Name:** Carleen Gomez **Contact Phone:** 575-854-2261 **Contact E-mail:** cgomez@villageofmagdalena.com  
**Total project cost:** 565,000 **Proposed project start date:** 2026  
**Project Location:** By Steer tank and booster station right outside of town Magdalena NM 87825 **Latitude:** 34.122359 **Longitude:** -107.230942  
**Legislative Language:** To plan, design, construct and furnish a new Marshal's office and Municipal Court in Magdalena, NM, Socorro County.  
**Scope of Work:** 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 ICI 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 office 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	900,000	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		
<b>TOTALS</b>	<b>900,000</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 FY2024-2028

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cos
			2024	2025	2026	2027	2028	
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	25,00	
Construction	No	0	0	465,000	0	0	465,00	
Furnish/Equip/Vehicles	No	0	0	75,000	0	0	75,00	
<b>TOTALS</b>		<b>0</b>	<b>0</b>	<b>565,000</b>	<b>0</b>	<b>0</b>	<b>565,00</b>	
			<b>Amount Not Yet Funded</b>		<b>565,000</b>			

### PHASING BUDGET

Can this project be phased? No Stand Alone: No Multi-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, an 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/Vehicles	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 FY2024-2028

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

	Yes					
Has your local government/agency budgeted for operating expenses for the project when it is completed? If no, please explain why:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
<b>ANNUAL OPERATING BUDGET</b>						
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.
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? 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
- (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 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 FY2024-2028

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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 in the Marshal's Office.

# Infrastructure Capital Improvement Plan FY2024-2028

**Year/Rank** 2027 001      **Priority:** High      **Class:** New      **Type/Subtype:** Facilities - Libraries      **ID:**12339  
**Project Title:** Municipal Complex Phase II      **Contact Phone:** 575-854-2261      **Contact E-mail:** egomez@villageofmagdalena.com  
**Contact Name:** Carleen Gomez      **Proposed project start date:** 2027

**Total project cost:** 400,000      **Latitude:** N34 06'54      **Longitude:** W107 14'  
**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."

**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	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>	400,000		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 Cos
		2024	2025	2026	



## Infrastructure Capital Improvement Plan FY2024-2028

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

### PHASING BUDGET

Can this project be phased? No

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-phase 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, an 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/Vehicles	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						0

# Infrastructure Capital Improvement Plan FY2024-2028

Has your local government/agency budgeted for operating expenses for the project when it is completed?						No
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>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	45,000	45,900	46,818	47,754	48,709	234,181
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  
 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 No	Village of Magdalena No	Village of Magdalena No	Village of Magdalena No	Village of Magdalena No	Village of Magdalena 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.
- (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 FY2024-2028

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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.)

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2028 001 **Priority:** High **ID:** 10036  
**Project Title:** Health Clinic Expansion **Type/Subtype:** Facilities - Health-Related Cap Infrastructure  
**Contact Name:** Carleen Gomez **Contact Phone:** 575-854-2261 **Contact E-mail:** cgomez@villageofmagdalena.com  
**Total project cost:** 300,000 **Proposed project start date:** 2028  
**Project Location:** 801 Tenth Street Magdalena NM 87825 **Latitude:** N34 6'54 **Longitude:** W107 14'42  
**Legislative Language:** To plan, design, construct, furnish, and equip the Magdalena Area Health Clinic expansion for the Village of Magdalena, NM in Socorro County.  
**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.

**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?		Amount Secured	Amt Expended to Date	Date(s) Received	Comment
		Yes	No				
CDBG	100,000	No	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
<b>TOTALS</b>	<b>100,000</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.**

Completed	Funded to Date	Estimated Costs Not Yet Funded			2028 Total Project Cos
		2024	2025	2026	
Yes	0	0	0	0	0
Water Rights					

## Infrastructure Capital Improvement Plan FY2024-2028

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

### PHASING BUDGET

Can this project be phased? No

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, an 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/Vehicles	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>	<b>0</b>						<b>0</b>

# Infrastructure Capital Improvement Plan FY2024-2028

<b>Has your local government/agency budgeted for operating expenses for the project when it is completed?</b>	No					
<b>If no, please explain why:</b>	Available when project complete					
<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>	<b>TOTAL</b>
Annual Operating Expenses plus Debt Service	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 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	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? 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.
- (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 FY2024-2028

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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. 2023-13**

**A RESOLUTION**

**ADOPTING THE FY 2025-2029 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 improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

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

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

1. The county/municipality/tribal government/special district has adopted the attached FY 2025-2029 Infrastructure Capital Improvement 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 supersedes Resolution No. 2022-15.

**PASSED, APPROVED and ADOPTED by the governing body at its meeting of July 10, 2023**

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Richard Rumpf, Mayor

ATTEST:

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Carleen Gomez, CMC Deputy Clerk