



VILLAGE OF MAGDALENA

P.O. BOX 145 / 108 N. MAIN STREET

MAGDALENA, NM 87825

P. 575.854.2261 F. 575.854.2273

WWW.VILLAGEOFMAGDALENA.COM

AGENDA

NOTICE OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES

MONDAY, SEPTEMBER 23, 2024, 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://us06web.zoom.us/j/2848694212?pwd=MVE4QjdhR2NQVFozQnZMbTlaRUtrQT09>

Meeting ID: 284 869 4212

Passcode: MAGDALENA

PLEASE SILENCE ALL ELECTRONIC DEVICES

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1. CALL TO ORDER
 2. ROLL CALL
 3. PLEDGE OF ALLEGIANCE
 4. APPROVAL OF AGENDA
 5. APPROVAL OF MINUTES
 - a. REGULAR MEETING – SEPTEMBER 9, 2024
 6. APPROVAL OF CASH BALANCE REPORT
 7. APPROVAL OF BILLS
 8. MAYOR'S REPORT
 9. CLERK'S REPORT
 10. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL AND ACCEPTANCE OF STATE OF NEW MEXICO ENVIRONMENT DEPARTMENT CAPITAL APPROPRIATION PROJECT SAP 24-I2461-GF GRANT AGREEMENT FOR \$370,000.00 TO PLAN, DESIGN, CONSTRUCT, EQUIP AND FURNISH THE TRUJILLO WELL COMPLETION - REVERSION DATE JUNE 30, 2028
 11. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2024-14, A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENTS(S) FOR PROJECT #SAP 24-I2461-GF FOR TRUJILLO WELL COMPLETION
 12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF NOTICE OF AWARD TO TLC COMPANY, INC. FOR \$669,740.00 WITHOUT NMGRY FOR HELICOPTER PARKING AREA, ACCESS ROAD, AND FUTURE HANGAR GRADING
 13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF QUOTE TO PURCHASE AND REPLACE THE MAGDALENA FIRE COMMAND VEHICLE

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

PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: clerk@villageofmagdalena.com and/or mayor@villageofmagdalena.com THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY SEPTEMBER 23, 2024, 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

15. ADJOURNMENT

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

DRAFT

**MINUTES OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
MONDAY SEPTEMBER 9, 2024, 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/2848694212?pwd=MVE4QjdhR2NQVFozQnZMbTlaRUtrQT09>

Meeting ID: 284 869 4212

Passcode: MAGDALENA

CALL TO ORDER: Mayor Rumpf called the Regular Meeting to order at 5:01 p.m.

PRESENT: Trustee James Nelson, Trustee Michael Thompson, Trustee Clark Brown, Juanita Puente-Clerk/Treasurer, Carleen Gomez–Deputy Clerk

PARTICIPATING VIA ZOOM VIDEO CONFERENCE: Trustee Donna Dawson, Jessica Carranza-Pino

ABSENT: Attorney Randy VanVleck

GUESTS: Teri Winchester

Michael Thompson led the gallery in reciting the Pledge of Allegiance.

APPROVAL OF AGENDA: At the request of Marshal Michael Zamora item #17 was asked to be removed from the agenda. James Nelson moved to approve the agenda, with the suggested amendments and Clark Brown seconded the motion. The motion carried unanimously.

APPROVAL OF MINUTES

- a. **Regular Meeting – August 26, 2024:** Donna Dawson moved to approve the minutes as amended and James Nelson seconded the motion. The motion carried unanimously.

APPROVAL OF CASH BALANCE REPORT: Donna Dawson moved to approve the Cash Balance Report as presented and Michael Thompson seconded the motion. The motion carried unanimously.

APPROVAL OF BILLS: Donna Dawson moved to approve the Bill List with additions and James Nelson seconded the motion. The motion carried unanimously.

BILL LIST

A-1 QUALITY REDI-MIX		\$1,679.28
BAKER UTILITY SUPPLY		\$56.13
BEASLEY, MITCHELL & CO		\$2,161.25
GALL'S		\$438.28
IRONEDGE GROUP		\$1,819.42
KONICA MINOLTA		\$373.56
LOWES		\$664.95
MAS MODERN MARKETING		\$510.90

MUELLER SYSTEMS, LLC		\$1,279.43
NATIONAL INDUSTRIAL & SAFETY		\$1,194.00
NM LOCAL GOVERNMENT LAW		\$520.91
QUICK MED CLAIMS LLC		\$111.45
QUILL		\$656.37
RAKS		\$3,595.04
ROUTE 60 TRADING POST		\$100.00
SIERRA PROPANE		\$944.73
SOCORRO ELECTRIC COOP		\$318.41
USA BLUEBOOK		\$487.50
VERIZON WIRELESS		\$887.77
WEX		\$4,251.66
WILLIAMS WINDMILL INC		\$136.58
WNM COMMUNICATIONS		\$891.01
XTREME CONTROL LLC		\$65.00
TOTAL		\$24,431.48

MAYOR'S REPORT: Mayor Rumpf stated that last week he met with NMDOT District #1 on road projects for Magdalena. He stated that he did not find out until last Wednesday that the County chip sealer machine was not working, so we can not get our road work done that is needed due to chip sealer not being available. We are putting in an extension of the project on this agenda to Santa Fe for approval. We also looked at having a safety study done by the highway department about speeding and we are requesting new speed limit signs with flashing lights and radar light up signs showing their speed as they enter both sides of town. The road patch on the east side of town is not holding up and another on the west side of town, they are coming in with a hot mix to try and repair the road.

Mayor Rumpf stated that he will be having a meeting with the State Road Department about the water that is filling up at all of the intersections of Highway 60. Mayor Rumpf stated that he was at NM Tech this morning and there were fifteen State Representatives discussing Department of Finance & Administration grants and water projects. Mayor Rumpf added that the correct gas taxes are not being sent to the Village from NM Tax and Revenue, so we need to look into that.

CLERK'S REPORT: Clerk/Treasurer Juanita Puente reported that the reason Capital Projects is in the negative is due to the quarterly reporting website changing at the new fiscal year and training is now needed to get reimbursements.

EMS REPORT – A report was submitted by EMS Coordinator, James Nelson and reviewed by the Mayor and the Board of Trustees. He reported that there were eight (8) EMS calls in the month of August 2024.

FIRE – A report was submitted by Fire Chief, Richard Rumpf and reviewed by the Mayor and the Board of Trustees. He reported that the Magdalena Volunteer Fire Department had three (3-4) fire calls in August 2024.

MARSHAL – A report was submitted by Marshal Michael Zamora and reviewed by the Mayor and the Board of Trustees. Donna Dawson wants to congratulate Pauletta Monte while on maternity leave.

JUDGE – A report was submitted by Court Clerk Alexandria Montgomery and reviewed by the Mayor and the Board of Trustees. Donna Dawson stated that she appreciates receiving the Judge's report.

PUBLIC WORKS – A report was submitted by Joint Utility Manager Robert Aguilar and was reviewed by the Mayor and the Board of Trustees.

LIBRARY – A report was not submitted by Librarian Yvonne Magener.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO REQUEST AN EXTENSION ON THE FY2022 NMDOT COOPERATIVE AGREEMENT CONTROL NUMBER HW2L100493

Mayor Rumpf stated that this was the same thing that was done last year to request another year extension.

Donna Dawson moved to approve the extension on the FY2022 NMDOT Cooperative Agreement Control #HW2L100493 and James Nelson seconded the motion. The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2024-12, PARTICIPATION IN THE LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION COOPERATIVE AGREEMENT CONTROL NUMBER HW2L100493

Donna Dawson moved to approve Resolution No. 2024-12 and Michael Thompson seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye

Michael Thompson: Aye

Donna Dawson: Aye

Clark Brown: Aye

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO REQUEST AN EXTENSION ON THE FY2021 NMDOT COOPERATIVE AGREEMENT CONTROL NUMBER HWL100458

Mayor Rumpf stated that this was also the same thing that was done last year to request another year extension.

Donna Dawson moved to approve the extension on the FY2021 NMDOT Cooperative Agreement Control #HW2L100458.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2024-13, PARTICIPATION IN THE LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION COOPERATIVE AGREEMENT CONTROL NUMBER HW2L100458

Donna Dawson moved to approve Resolution No. 2024-13 and Clark Brown seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

Clark Brown: Aye

Donna Dawson: Aye

Michael Thompson: Aye

James Nelson: Aye

The motion carried unanimously.

SETH & CASEY CHASE – WESTERNUCKERS - DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF REQUEST FOR LODGER’S TAX FUNDING FOR PORTA-POTTIES FOR WESTERNUCKERS 3RD ANNUAL HIGH COUNTRY CHALLENGE RODEO ON SATURDAY, SEPTEMBER 14, 2024

Mayor Rumpf reported that this event is sanctioned, and it will draw a big crowd, and they would like to continue doing it.

James Nelson moved to approve the request for Lodger’s Tax funding in the amount of \$733.88 and Clark Brown seconded the motion.

Mayor Rumpf requested a Roll Call Vote:
James Nelson: Aye
Michael Thompson: Aye
Donna Dawson: NAY
Clark Brown: Aye
The motion was carried by a majority vote.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF QUOTE FROM HIGH PLAINS FIRE SERVICES LLC, FOR HYDRANT TESTING FOR THE MAGDALENA FIRE DEPARTMENT AND PUMP TESTING FOR THE MAGDALENA & HOP CANYON FIRE DEPARTMENTS

Mayor Rumpf reported the company we used before has sold and it is a mandatory test per the State Fire Marshal's office. He stated that we have 42 fire hydrants and 3 pumpers that need testing.

Donna Dawson moved to approve the request for the hydrant and pump testing and Clark Brown seconded the motion. The motion carried unanimously.

#17 DISCUSSION OF POSSIBLE DECISION REGARDING APPROVAL OF TRAVEL COSTS FOR MARSHAL MICHAEL ZAMORA AND CAPTAIN BRIAN WATERMAN TO ATTEND PEPPERBALL TRAINING IN LAS VEGAS, NEVADA, NOVEMBER 18-21, 2024, WAS REMOVED FROM THE AGENDA AT THE REQUEST OF MARSHAL MICHAEL ZAMORA.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO POST A JOINT UTILITY WORKER POSITION FOR THE VILLAGE OF MAGDALENA UTILITY DEPARTMENT

Mayor Rumpf and Joint Utility Manager Robert Aguilar have been discussing how they can get more work done. The idea is to have two employees handling water and two handling sewer issues as well as emergencies. The other employees can concentrate on checking wells every day, keeping screens clean and planning to clean all the rights-of-ways and easements.

James Nelson moved to approve posting a new job position opening for a Joint Utility Worker and Clark Brown seconded the motion.

Mayor Rumpf requested a Roll Call Vote:
James Nelson: Aye
Michael Thompson: Aye
Donna Dawson: NAY
Clark Brown: Aye
The motion carried by majority vote.

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Mayor Rumpf stated that the Airport Fly-In and Rodeo would be held over the coming weekend. He was happy to report that there were two new sponsors for the Fly-In.

ADJOURNMENT: Donna Dawson moved to adjourn the meeting at 5:28 p.m., Clark Brown seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Juanita Puente
Clerk/Treasurer

Richard Rumpf
Mayor

**STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
Village of Magdalena
SAP 24-I2461-GF**

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the “Department” or NMED, and Village of Magdalena hereinafter called the “Grantee” becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 107 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

SAP 24-I2461-GF \$370,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 107, Three Hundred Seventy Thousand Dollars, (\$370,000.00), from the General Fund to plan, design, construct, equip and furnish a water well in Magdalena in Socorro county;

The Grantee’s total reimbursements shall not exceed Three Hundred Seventy Thousand Dollars, \$370,000.00 (the “Appropriation Amount”) minus the allocation for Art in Public Places (\$0.00)¹, if applicable, Three Hundred Seventy Thousand Dollars, \$370,000.00 (the “Adjusted Appropriation Amount”).

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

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

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

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed on their Resolution of Signatory Authority as their representatives with all matters concerning this Agreement.

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

NMED Program Administrator
NMENV-cpbsap@state.nm.us

505-670-3583
505-670-3615

NMED Project Manager

Name: Steven Deal
Email: steven.deal@env.nm.gov
Telephone:505-670-2926

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination.

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

If the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not

obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

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

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

The Grantee shall respond to such requests for additional information within a reasonable amount of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

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

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

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor; or
- (ii) No more than twenty (20) days from date of Early Termination; or
- (iii) For reverting projects, no more than twenty (20) days after June 30 reversion unless advised in writing differently.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

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

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.

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

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

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be

required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

Authorization Page
MAGDALENA TRUJILLO WELL CONSTRUCT SAP 24-I2461-GF

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

GRANTEE

Entity Name

Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

Date

New Mexico Environment Department

Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the February 19, 2024 Secretary of Environment Delegation Order

Exhibit 1 – Request for Payment
 Not for NMED use. NMED Disbursement Form is below.

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

I. Grantee Information (Make sure information is complete & accurate) A. Grantee: _____ B. Address: _____ <small>(Complete Mailing, including State, if applicable)</small> _____ <small>City, State, Zip</small> C. Contact Name/Phone #: _____ D. Grant No: _____ E. Project Title: _____ F. Grant Expiration Date: _____	II. Payment Computation A. Payment Request No. _____ B. Grant Amount: \$ 0.00 C. AIPP Amount (if Applicable): \$ 0.00 D. Funds Requested to Date: \$ 0.00 E. Amount Requested this Payment: \$ 0.00 F. Reversion Amount (if Applicable): \$ 0.00 G. Grant Balance: \$ 0.00 H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach note if first draw) I. <input type="checkbox"/> Final Request for Payment (if Applicable)
--	---

III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)
(The State of NM Fiscal Year is July 1, 200X through June 30, 200X of the following year)

IV. **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer or Fiscal Agent (if applicable)	Grantee Representative
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Lot No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer	Division Project Manager
Date	Date

September 2014

Exhibit 2 – Notice of Obligation
 Not for NMED Use, Contact Project Manager

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

Notice of Obligation to Reimburse Grantee # _____
 DATE: _____
 TO: Department Representative: _____ **Project Manager**
 FROM: Grantee Entity: _____
 Official Representative: _____
Signature
 SUBJECT: Notice of Obligation to Reimburse Grantee
 Grant Number: _____
 Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____
 Third Party Obligation Amount: _____
 Vendor or Contractor: _____
 Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____
 The Amount of this Notice of Obligation: _____
 The Total Amount of all Previously Issued Notices of Obligation: _____
 The Total Amount of all Notices of Obligation to Date: **\$ 0.00**

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

Department Rep. Approver: _____
 Title: **Project Manager**
 Signature: _____
 Date: _____

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

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
MAGDALENA TRUJILLO WELL CONSTRUCT - SAP 24-I2461-GF

Payment Request No _____

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

Official Representative, Signed Name, Printed Name, Date

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

NMED Disbursement Request Form

A. NAME OF ENTITY

B. PROJECT NUMBER

C. DISBURSEMENT REQUEST NUMBER

D. GRANT AMOUNT

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees								
<i>Other Professional</i>								
Service Fees								
Inspection Fees								
Property Acquisition								
Construction Cost								
Planning Cost								
Equipment								
Other Costs (specify)								
Contingencies								
TOTAL								
<p>Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.</p>						<p>Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.</p>		
<p>Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.</p>								
<p>Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance; project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.</p>								
Signature of Official Representative:			Typed or Printed Name:			Date:		
X								

**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND
AGENT(S) Resolution 2024-14**

Whereas, the **Board of Directors for the Village of Magdalena** of **Socorro** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 24-12461-GF**

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

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

(Juanita Puente), (Clerk/Treasurer), or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and to act as the project contact, and

(Juanita Puente), (Clerk/Treasurer), or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

(Juanita Puente, (Clerk/Treasurer), or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: September 23, 2024

Richard Rumpf, Mayor for the Village of Magdalena

(Signature) September 23, 2024

Date

(SEAL)

ATTEST:

_ Juanita Puente (Clerk / Treasurer)

Name of Grantee: MAGDALENA Project Number: SAP 24-I2461-GF

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

Authorized to Sign Agreement			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make monthly CPMS updates			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Notice of Obligations (NOO's)			
Name		Name	
Title		Title	
Signature	No Signature Required	Signature	No Signature Required
Address		Address	
Email		Email	
Phone		Phone	

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

ARTICLE 1 REVIEW

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

- A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.
- B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.
- C. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.
- D. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.
- E. All daily construction inspection reports shall be made available to the NMED upon request.
- F. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

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

ARTICLE 3 **CLOSEOUT**

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.
- B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.
- C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
 - i. A certificate of substantial completion including punch list items.
 - ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.
 - iii. A written consent of the surety, if any, to final payment.
 - iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.
 - v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.
 - vi. Certification letter of project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.
 - vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

NOTICE OF AWARD

Date of
Owner: Village of Magdalena Owner's Project No.: VOM IFB 24-01
Engineer: Bohannon Huston, Inc. Engineer's Project No.: 20240141
Project: Helicopter Parking Area, Access Road, and Future Hangar Grading
Contract Name: Helicopter Parking Area, Access Road, and Future Hangar Grading
Bidder: TLC Company, Inc.
Bidder's
Address: 5000 Edith NE Albuquerque, NM 87107

You are notified that Owner has accepted your Bid dated **April 16, 2024** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Helicopter Parking Area, Access Road, and Future Hangar Grading

The Contract Price of the awarded Contract is **\$669,740.00 without NMGRT**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One (1) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **two (2)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Village of Magdalena, New Mexico**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

Chalmers Ford

PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: Village of Magdalena

SHIPPED TO: **2024 Ford F-150 Police Responder 4WD- Oxford White
3.5L Ecoboost**

PROPOSAL # 091924-2
PROPOSAL DATE September 19th, 2024
MEMBER PO #.
CES PO#
TERMS Due on Receipt
SALES REP Jocelyn Hernandez
SHIPPED VIA Pick UP
F.O.B.
PREPAID or COLLECT

Sales Tax Rate:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Statewide Price Agreement # 00-00000-20-00121		
1	Item 6: Truck, Half ton, Crew cab, 4WD,	\$ 46,245.00	\$ 46,245.00
	Options:		\$ -
1	D: Bed Liner, Spray-On	\$ 595.00	\$ 595.00
1	L: Engine, Other: 3.5L	\$ 3,600.00	\$ 3,600.00
1	Y: Locking Rear Differential	\$ 570.00	\$ 570.00
1	AB: Mirrors, Power	\$ 405.00	\$ 405.00
1	AC: Off Road Package	\$ 1,205.00	\$ 1,205.00
1	AG: Pursuit Rated-Responder Package	\$ 5,000.00	\$ 5,000.00
1	AK: Running Boards	\$ 600.00	\$ 600.00
1	AU: Trailer Brake Controller-Factory	\$ 460.00	\$ 460.00
1	AV: Trailer Tow Package, Less Trailer Brakes-Factory with Receiver	\$ 1,295.00	\$ 1,295.00
1	AZ: Window Tint	\$ 395.00	\$ 395.00
1	BF: Blind Spot Detection	\$ 375.00	\$ 375.00
1	BV: Reverse Sensing	\$ 375.00	\$ 375.00
			\$ -
1	Chalmers Ford Discount	\$ (9,000.00)	\$ (9,000.00)
			\$ -
			\$ -
Incoming units// ETA: November 2024		SUBTOTAL	52,120.00
Valid for 30 days			
		TAX	0.00
		FREIGHT	
			\$52,120.00
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Jocelyn Hernandez
505-610-3770
jhernandez@chalmersford.com