



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, DECEMBER 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=MVE4QidhR2NQVFozQnZMbTlaRUtrQT09>

Meeting ID: 284 869 4212

Passcode: MAGDALENA

PLEASE SILENCE ALL ELECTRONIC DEVICES

-
1. CALL TO ORDER
 2. ROLL CALL
 3. PLEDGE OF ALLEGIANCE
 4. APPROVAL OF AGENDA
 5. APPROVAL OF MINUTES
 - a. REGULAR MEETING – DECEMBER 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 OF NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) AVIATION GRANT AGREEMENT #N29-25-01 FOR AIRFIELD MAINTENANCE & SUPPLIES IN THE AMOUNT OF \$22,222 – WITH \$2,222 BEING A SPONSOR MATCH
 11. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF NEW MEXICO FINANCE AUTHORITY (NMFA) PROJECT NO. PG-6645, FUNDING FOR A PRELIMINARY ENGINEERING REPORT FOR MAGDALENA WATER SYSTEM IN THE AMOUNT OF \$75,000 WITH A LOCAL MATCH OF \$5,000
 12. 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, DECEMBER 23, 2024, AT 12:00 PM. THE EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES

13. 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, DECEMBER 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 5:00 p.m.

PRESENT: Mayor Richard Rumpf, 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, Attorney Randy VanVleck and Finance Officer Michael Steininger

ABSENT:

GUESTS: Teri Winchester, Linda Montoya, Bill Webb and Tony Montgomery- Assistant Clerk

Clark Brown led the gallery in reciting the Pledge of Allegiance.

APPROVAL OF AGENDA: Michael Thompson moved to approve the Agenda and Clark Brown seconded the motion. The motion carried unanimously.

APPROVAL OF MINUTES

- a. **REGULAR MEETING – NOVEMBER 25, 2024:** Donna Dawson moved to approve the minutes, as presented and Michael Thompson seconded the motion. The motion carried unanimously.

APPROVAL OF CASH BALANCE REPORT: James Nelson moved to approve the Cash Balance Report, as presented and Clark Brown seconded the motion. The motion carried unanimously.

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

BILL LIST

Albuquerque Publishing Co		\$102.92
Big Country Water Works		\$1,611.56
City of Socorro		\$1,228.15
IIMC		\$330.00
Ironedge		\$1,819.42
John Brooks Supermarkets		\$611.97
Konica Minolta		\$373.56
Lowe’s Company		\$67.25
Magdalena Municipal School		\$280.28

MX Enterprises LLC		\$163.79
NMED Senior Center Food Permit		\$200.00
NM Local Government Law		\$1,446.48
NM Rural Water Association		\$321.00
O'Reilly Auto Parts		\$387.69
PVS DX Inc.		\$405.35
Rak's Building Supply		\$134.93
RC Plumbing		\$171.50
Route 60 Trading Post		\$50.00
Sierra Propane		\$970.63
Socorro Electric Coop		\$4,755.79
Verizon Wireless		\$693.97
WW Plumbing		\$278.69
WNM Communications		\$1,012.52
WEX		\$3,044.93
TOTAL		\$18,925.72

MAYOR'S REPORT: Mayor Rumpf reported that this week he will be attending a NMDOT Transportation Committee Meeting in Williamsburg, NM.

CLERK'S REPORT: Clerk/Treasurer Juanita Puentes reported that she has wrapped up the Assessment for the Senior Center for AAA. She stated that she has been working on gathering information for the Auditors to wrap the FY2024 Audit.

DEPARTMENT REPORTS

EMS- James Nelson reported 9 EMS calls for the month of November 2024.

FIRE – Mayor Rumpf reported that there has been fire training, and the State Fire Marshal was here for ISO inspection, as this sets fire insurance rates for our district. Mayor Rumpf reported that the Hop Canyon Fire Department is now Magdalena Fire Station #2. He stated that we've picked up new members and Charlie Blaylock had been checking fire hydrants during the day.

MARSHAL- A report was submitted by Marshal Michael Zamora and reviewed by the Mayor and Board of Trustees.

JUDGE – No report was submitted.

PUBLIC WORKS – No report was submitted.

LIBRARY – A report was submitted by Librarian Yvonne Magener and reviewed by the Mayor and Board of Trustees.

11. **DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF PUBLIC HEARING – DISCUSSION REGARDING APPROVAL OF ORDINANCE NO. 2024-04, AUTHORIZING THE VILLAGE OF MAGDALENA (BORROWER) TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT (NMED) FOR THE PURPOSE OF OBTAINING PROJECT LOAN FUNDS IN THE PRINCIPAL AMOUNT OF \$100,000 PLUS 1% ACCRUED INTEREST AND GRANT SUBSIDY GRANT FUNDS IN THE AMOUNT OF \$200,000; FOR A TOTAL FUNDED AMOUNT OF \$300,000; DESIGNATING THE USE OF THE FUNDS FOR THE PURPOSE DEFINED IN THE MOST CURRENT PROJECT DESCRIPTION FORM AS APPROVED BY NMED; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE BORROWER'S PLEDGED REVENUES DEFINED**

BELOW; PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY FOR THAT PURPOSE.

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

Donna Dawson motioned to recess the Regular Meeting and to go into the Public Hearing at 5:13 p.m. 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.

No members of the public gave any input. Mayor Rumpf explained that this is a 20-year loan, and the line is located within city limits, and it has an easement to the Benjamin Well. He stated that the line that would be replaced is located behind Sierra Propane and goes west to the Benjamin Well.

- **MOTION & ROLL CALL VOTE TO GO BACK INTO REGULAR SESSION**

Donna Dawson motioned to go back into Regular Session at 5:16 p.m. 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.

12. FINAL CONSIDERATION – DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF ORDINANCE NO. 2024-04, AUTHORIZING THE VILLAGE OF MAGDALENA (BORROWER) TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT (NMED) FOR THE PURPOSE OF OBTAINING PROJECT LOAN FUNDS IN THE PRINCIPAL AMOUNT OF \$100,000 PLUS 1% ACCRUED INTEREST AND GRANT SUBSIDY GRANT FUNDS IN THE AMOUNT OF \$200,000; FOR A TOTAL FUNDED AMOUNT OF \$300,000; DESIGNATING THE USE OF THE FUNDS FOR THE PURPOSE DEFINED IN THE MOST CURRENT PROJECT DESCRIPTION FORM AS APPROVED BY NMED; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE BORROWER’S PLEDGED REVENUES DEFINED BELOW; PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY FOR THAT PURPOSE

Michael Thompson moved to approve Ordinance No. 2024-04 and Clark Brown 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.

13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF LETTER OF SUPPORT FOR THE MAGDALENA FOOD COOPERATIVE

James Nelson moved to approve changing the letter of support for the MFC to have minimal verbiage stating that the Village is in support of the Magdalena Food Cooperative and Donna Dawson seconded the motion. The motion carried unanimously.

14. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF NEW MEXICO DEPARTMENT OF TRANSPORTATION AVIATION GRANT AGREEMENT MAGDALENA MUNICIPAL AIRPORT EQUIPMENT BUILDING ADDITION PROJECT NO. N29-24-01 IN THE AMOUNT OF \$28,600

Mayor Rumpf reported that this was paid 100% by the NMDOT Aviation Grant for a building addition at the Magdalena Municipal Airport.

James Nelson moved to approve the NMDOT Aviation Grant Agreement for the Magdalena Municipal Airport and Clark Brown seconded the motion. Donna Dawson was opposed. The motion carried by majority.

15. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF AMENDMENT NO. 1, DELETING THE FUNDING AMOUNT IN THE ORIGINAL GRANT AGREEMENT IN THE AMOUNT OF \$28,600 AND REPLACING THAT AMOUNT WITH \$68,600

Mayor Rumpf stated that in the generosity of the Aviation Division, they have allocated money for a large addition to the airport building. It will be a 100% paid grant for this addition for Magdalena Municipal Airport. They also approved putting electricity in both buildings and extra power for water to the building.

James Nelson moved to approve Amendment No.1 replacing the \$28,600 with the new grant amount of \$68,600.00 and Michael Thompson seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

Clark Brown – Aye

Michael Thompson – Aye

Donna Dawson - Aye

James Nelson – 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 and/or mayor@villageofmagdalena.com THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, DECEMBER 9, 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

Linda Montoya asked how many people use the airport. Mayor Rumpf stated that we don't have a log to keep track, and we can put a sign in sheet to help keep track of how many pilots are using the airport. We believe that there are about 20 planes, some land and take-off which is also known as touch-n-go. There are also plans to have the Emergency Helicopter Helipad. There is also a large demand for airplane hangars.

Teri Winchester stated that she likes Deputy Robert Felix's daily reports, the others still look like they are out there 2 or 3 days a week and the miles per gallon for their units are high. She stated that the other officer's mileages are very low because they are not moving and must be sitting parked with the engine running. Mayor Rumpf stated that he will investigate it. Mayor Rumpf stated that Robert Felix was allowed to take the vehicle home to Socorro which added up as far as mileage to his reports.

ADJOURNMENT: Donna Dawson moved to adjourn the meeting at 5:39 p.m. and Clark Brown seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Juanita Puente
Clerk/Treasurer

Richard Rumpf
Mayor

A-1330
Updated:07/2023
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date

Dec 9, 2024

Project Location

N29 - MAGDALENA AIRPORT

Sponsor

MAGDALENA, VLLAGE O F

Address

P O B OX 145

City

MAGDALENA

NM

Zip Code

87825

Participation

STATE ONLY

Funding Breakdown

90-10

Contract No. _____

Project No.

N29-25-01

Vendor No.

0000054348

Expiration Date _____

Purchase Order No: _____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

AIRFIELD MAINTENANCE & SUPPLIES

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

	State	Sponsor	Other	Total	
\$	20,000	\$	2,222	\$	22,222

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, 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 limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

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

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. 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 NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
General Office: (505) 795-1401
Fax: (505) 244-1790
E-mail: Aviation.Division@dot.nm.gov

Name	RICHARD RUMPF		
Title	MAYOR		
Sponsor	MAGDALENA, VILLAGE OF		
Address	PO BOX 145		
City	MAGDALENA	NM	Zip Code 87825
Office Phone		Fax	
E-Mail	mayor@villageofmagdalena.gov		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
Aviation Division Director
or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel


Signed by:

By: _____
John Merrill
Assistant General Counsel
C760CEC1626D488...
Assistant General Counsel

Date: 12/13/24

SPONSOR

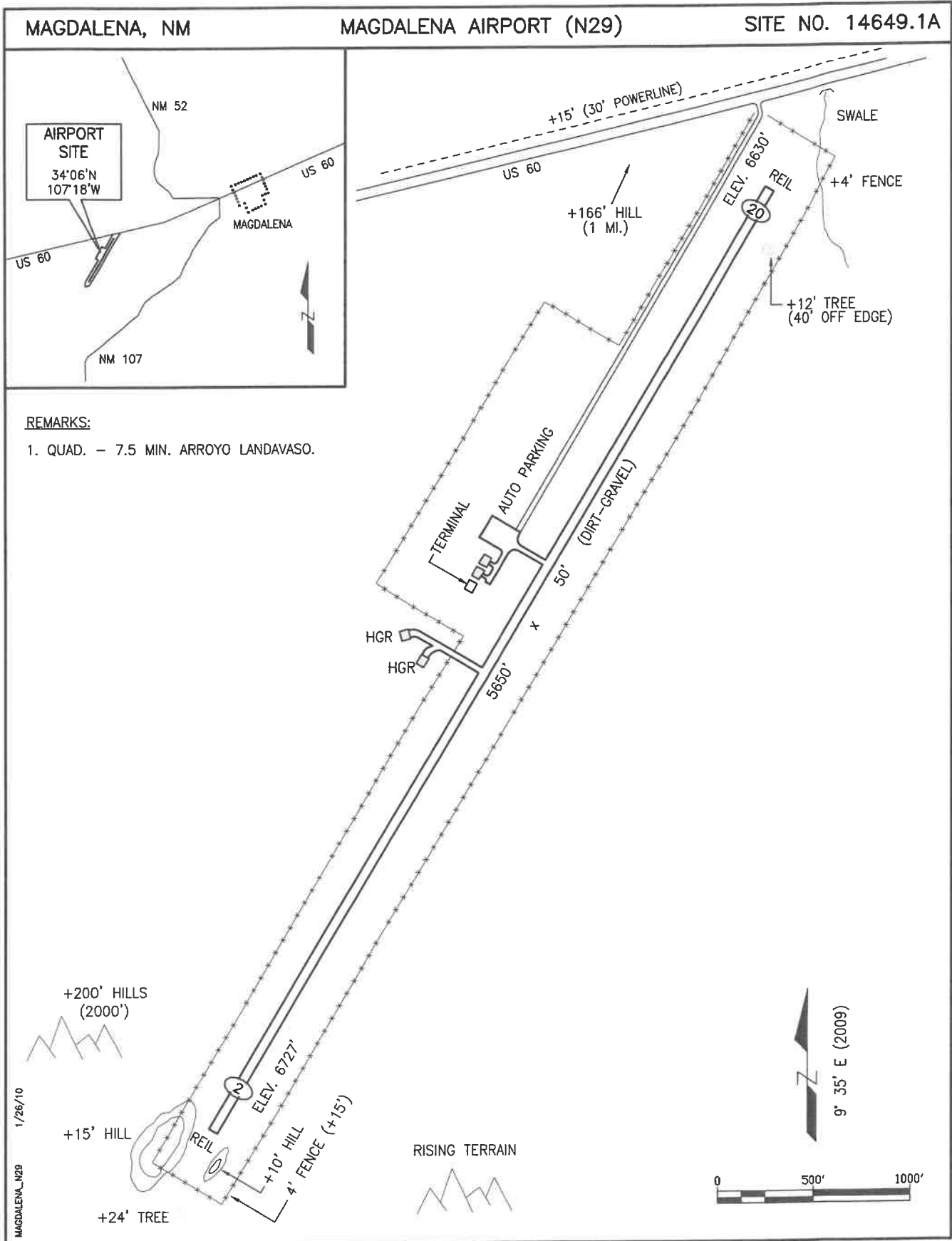
Print Name: Richard Rumpf

Signed by:

By: _____
DBF330D29D88+2A...

Date: 12/14/24

Title: Mayor

EXHIBIT A



Certificate Of Completion

Envelope Id: A7138DDD-719C-4649-B2CF-7EDBD67DA278
Subject: Complete with Docusign: N29-25-01 AIRFIELD MAINTENANCE & SUPPLIES.pdf
Source Envelope:
Document Pages: 9 Signatures: 2
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:
Dan Moran
1120 Cerrillos Rd.
Santa Fe, NM 87505
Dan.Moran@dot.nm.gov
IP Address: 75.161.211.77

Record Tracking

Status: Original
12/9/2024 10:09:29 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Dan Moran
Dan.Moran@dot.nm.gov
Pool: StateLocal
Pool: Department of Transportation

Location: DocuSign

Location: DocuSign

Signer Events

John Newell
johnp.newell@dot.nm.gov
Assistant General Counsel
NMDOT
Security Level: Email, Account Authentication
(None)

Signature

Signed by:

John Newell
Assistant General Counsel
C750CEC1625D488...

Signature Adoption: Uploaded Signature Image
Using IP Address: 164.64.74.20

Timestamp

Sent: 12/9/2024 10:13:03 AM
Viewed: 12/13/2024 9:05:37 AM
Signed: 12/13/2024 9:06:03 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Richard Rumpf
mayor@villageofmagdalena.com
Mayor
Security Level: Email, Account Authentication
(None)

Signed by:

Richard Rumpf
DBF330D29D8842A...

Signature Adoption: Pre-selected Style
Using IP Address: 208.72.45.133

Sent: 12/13/2024 9:06:06 AM
Viewed: 12/14/2024 1:06:51 PM
Signed: 12/14/2024 1:07:54 PM

Electronic Record and Signature Disclosure:
Accepted: 12/14/2024 1:06:51 PM
ID: c8e1acee-9d19-4df4-bbbe-0293c5187b49

Pedro Rael
Pedro.Rael@dot.nm.gov
Division Director
NMDOT
Security Level: Email, Account Authentication
(None)

Sent: 12/14/2024 1:07:57 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ricky Sema
Ricky.Sema@dot.nm.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Christina Lucero

Christina.Lucero3@dot.nm.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/9/2024 10:13:03 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, New Mexico Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact New Mexico Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Daniel.Garcia@doit.nm.gov

To advise New Mexico Department of Transportation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Daniel.Garcia@doit.nm.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from New Mexico Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Daniel.Garcia@doit.nm.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with New Mexico Department of Transportation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to Daniel.Garcia@doit.nm.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New Mexico Department of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New Mexico Department of Transportation during the course of your relationship with New Mexico Department of Transportation.



NEW MEXICO
FINANCE AUTHORITY

December 12, 2024

Village of Magdalena
PO Box 145
Magdalena, NM 87825
Attn: Richard Rumpf, mayor@villageofmagdalena.com

Re: NMFA Project No. PG-6645, Preliminary Engineering Report

The Board of Directors of the NMFA met to review your application for an LGPF grant for a Preliminary Engineering Report. Village of Magdalena received conditional approval by NMFA for a grant for 100% of the application request, up to \$75,000.

You will have **18 months** from **December 12, 2024** to complete the plan, obtain approval, and close on the grant. The following conditions and deadlines are suggested as a guide to keep the project on track and close the grant by the expiration date of **June 12, 2026**.

1. Submission of the contract for services to NMFA within 3 months: **March 12, 2025**
2. Submission of the PER within 16 months: **April 12, 2026**
3. Close on the grant within 18 months: **June 12, 2026**

The Preliminary Engineering Report must adhere to the United States Department of Agriculture, Rural Utilities Service, Bulletin 1780-2. You will submit the PER to LGPF@nmfa.net for review and approval. Once the plan is approved, we will start the closing process and additional information will be required from you.

Feel free to contact me with questions at (505) 992-9658 or email me at LGPF@nmfa.net.

Sincerely yours,

Mary L. Finney

Mary L. Finney
Lead Program Administrator

Cc: dworthington@bhinc.com

**Magdalena, Village of
Preliminary Engineering Report
Local Government Planning Fund**

Application No. PG-6645

A. Executive Summary

Applicant: Magdalena, Village of
NMFA Analyst: Susan Rodriguez
Compliance with NMFA Policies: Yes
Recommendation: Approval

Board Date: 12/12/2024
Project: Preliminary Engineering Report
Amount: \$75,000

B. PROJECT AND APPLICANT CRITERIA

Project Scope:

The Village of Magdalena has come the LGPF to fund a water preliminary engineering report. The Village's water distribution system is aged, well beyond its useful life, and is experiencing growing system failures. This report will identify the current system needs and develop alternatives for improvements as well as determine estimated costs. The Village plans to apply for future DWSRLF and Water Trust Board funding.

Grant Structure

Project Amount	\$80,000
Local Match Requirement	\$5,000
Grant Amount	\$75,000

Entity Profile

Applicant Profile		Percentage of State		Award Calculations		
Entity MHI	\$28,848	% State MHI	46%	MHI Award	100%	\$80,000
Local Burden Rate	1.78	Local Burden Ratio	231%	Local Burden Award	50%	\$40,000
Grant Waivers						
Local Match Waiver	0%		\$0			
Reason for Waiver:						
Grant Award						
Project Amount	\$80,000	Cash Available for Project	\$5,000			
Unmet Need	\$75,000	Maximum Grant Amount	\$75,000			

System Profile:

Number of Certified Operators 1 **Number of Connections** 385
Document Preparer Bohannan Huston Inc. **Document Reviewer** ERG