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, AUGUST 10, 2026, 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 – THE LINK IS ALSO PROVIDED ON THE VILLAGE WEBSITE:
https://us06web.zoom.us/j/2848694212?pwd=MVE4QjdhR2NQVFozQnZMbTlaRUtrQT09
Meeting ID: 284 869 4212
Passcode: MAGDALENA

PLEASE SILENCE ALL ELECTRONIC DEVICES

---

1. CALL TO ORDER
2. ROLL CALL & ESTABLISHMENT OF QUORUM
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
    a. REGULAR MEETING – JULY 27, 2026
    b. SPECIAL UTILITY WORKSHOP – AUGUST 4, 2026
6. MAYOR'S REPORT
7. CLERK'S REPORT
8. DEPARTMENT REPORTS
    a. EMS
    b. FIRE
    c. MARSHAL
    d. JUDGE
    e. PUBLIC WORKS
    f. LIBRARY
9. DISCUSSION & POSSIBLE DECISION REGARDING FUTURE OF BIA DORMITORY BUILDINGS & PROPERTY
10. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO DIRECT PUBLICATION OF ORDINANCE NO. 2026-01, AN ORDINANCE CONCERNING WATER, WASTEWATER AND SOLID WASTE SERVICE PROVIDED BY THE VILLAGE OF MAGDALENA; AMENDING AND REPEALING ORDINANCES CONCERNING WATER, WASTEWATER AND SEWER SERVICE; PROVIDING FOR IMPOSITION AND COLLECTION OF FEES, CONNECTION CHARGES, DEPOSITS, AND FINES; DEFINING APPLICATION AND SERVICE POLICIES; AND PRESCRIBING PENALTIES FOR VIOLATIONS OF ITS PROVISIONS; REPEALING PREVIOUS ORDINANCES

11. **DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL & ACCEPTANCE OF THE STATE OF NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS, NEW MEXICO STATE LIBRARY DIVISION GO BONDS FOR THE MAGDALENA PUBLIC LIBRARY IN THE AMOUNT OF $11,119.05**

12. **INPUT FROM VILLAGE OF MAGDALENA MAYOR & BOARD OF TRUSTEES**

13. **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, AUGUST 10, 2026, 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

14. **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 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 OR VIA EMAIL AT CLERK@VILLAGEOFMAGDALENA.COM 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, JULY 27, 2026, 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 – THE LINK IS ALSO PROVIDED ON THE VILLAGE WEBSITE:
https://us02web.zoom.us/j/2848694212?pwd=MVE4QjdhR2NQVFozQnZMbTlaRUtrQT09
Meeting ID: **284 869 4212**
Passcode: MAGDALENA

CALL TO ORDER: Mayor Michael Thompson called the Regular Meeting to order at 5:00 p.m.

PRESENT: Mayor Michael Thompson, Trustee James Nelson, Trustee Teri Winchester, Trustee Pete Emery, Trustee Ray Olmsted, Juanita Puente-Clerk/Treasurer, Carleen Gomez-Deputy Clerk

ABSENT: Attorney Jared Najjar

PARTICIPATING VIA ZOOM VIDEO CONFERENCE: Donna Dawson, Michael Steininger-Finance Officer, Michael Zamora-Marshal, Cricket Coutney, Michael Miller, Darrell Mori, Renee – iPhone

GUESTS: Melissa Olmsted, Deborah Lawless–Assistant Clerk II, Lorraine Trujillo, Athena Gassoumis, Tommy Torres, Liz Briggs, Janine Emery, Lea Graham, Antonio R. Martinez, Priscilla Lower, Catherine DeMaria, Cathy Peralta

PLEDGE OF ALLEGIANCE: Mayor Thompson requested that Fire Chief-Charlie Blaylock lead the gallery in reciting the Pledge of Allegiance.

APPROVAL OF AGENDA: Mayor Thompson asked if there was any objection to the agenda. Being none, all were in favor.

APPROVAL OF MINUTES: Trustee Pete Emery moved to approve the minutes of July 13, 2026, as amended. Trustee Ray Olmstead seconded the motion. The motion carried unanimously.

MAYOR'S REPORT:
Mayor Michael Thompson went over the report from Frontier Day. The Village of Magdalena originally approved of $7,200. The final expenditure was $5,924.22. They underspent by $1,275.78. The report was also distributed to the Board.

CLERK'S REPORT
Clerk/Treasurer Juanita Puente reported that she is currently accounting for all money spent on the Senior Center for FY2026. She is also working on closing out the FY2026 Grants.
Her staff has begun the "Go-Live" portion of the ERP PRO 10 Core Financials. They are busy training daily.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2026-15, A RESOLUTION APPROVING THE 2025-2026 FINAL QUARTER FINANCIAL REPORT FOR FISCAL YEAR ENDING JUNE 30, 2026
Michael Steininger addressed the Board stating that this is the final report for FY2026. There have been no remarkable changes. He asked if there were questions or comments. There were none.

Trustee Teri Winchester made a motion to approve Resolution No. 2026-15. Trustee Pete Emery seconded the motion.

Mayor Michael Thompson requested a roll-call vote:
Trustee James Nelson – Aye
Trustee Teri Winchester – Aye
Trustee Pete Emery – Aye
Trustee Ray Olmsted – Aye
The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2026-16, A RESOLUTION ADOPTING THE FY2026-2027 BUDGET
Michael Steininger addressed the Board stating that everything is the same as when it was presented in May with one addition. DFA is not allowing carry over of LEPF so it has been added into this budget. It will be submitted when he receives the signed Resolutions. He said he does not anticipate any questions from the State regarding the FY2026-2027 Budget.

Trustee James Nelson made a motion to approve Resolution No. 2026-16. Trustee Ray Olmsted seconded the motion.

Mayor Michael Thompson requested a roll-call vote:
Trustee Ray Olmsted - Aye
Trustee Pete Emery – Aye
Trustee Teri Winchester – Aye
Trustee James Nelson – Aye
The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2026-17, AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "NMFA"), AND VILLAGE OF MAGDALENA, SOCORRO COUNTY, NEW MEXICO (THE "GRANTEE") IN THE AMOUNT OF $75,000 EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT AND THE LOCAL MATCH AMOUNT, IF APPLICABLE, SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF A PRELIMINARY ENGINEERING REPORT, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH THE LOCAL MATCH, IF APPLICABLE, AND OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTANT WITH THIS RESOLUTION; AND AUTHORIZATING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT
Mr. Ray Martinez asked if the Mayor & Clerk/Treasurer if they had received any money for the Senior Center from State Representative Gail Armstrong or from the County.
Deputy Clerk Carleen Gomez stated that we had not received any money as of yet.
Mr. Martinez asked the Mayor & Clerk to check into these, so we do not lose out on the money. According to Mr. Martinez, there will be guidelines on how to spend the money that is provided.

Mayor Michael Thompson stated that Resolution No. 2026-17 is to close out the $75,000 NMFA Grant. The money has already been spent, and we just need to close out the grant which needs Board approval. Mayor

Thompson also reported that he submitted an "intent to apply" application today for design money for the water system totaling $1.8 million.

Trustee Ray Olmsted moved to approve Resolution No. 2026-17. Trustee Ray Olmsted seconded the motion.

Mayor Michael Thompson requested a roll-call vote:
Trustee James Nelson – Aye
Trustee Teri Winchester – Aye
Trustee Pete Emery – Aye
Trustee Ray Olmsted – Aye
The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF GRANT CLOSING DOCUMENTS FOR VILLAGE OF MAGDALENA, LOCAL PLANNING GRANT NO. PG-6645

Trustee James Nelson moved to approve. Trustee Pete Emery seconded the motion. The motion for Grant No. PG-6645 to be closed carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF SIX-MILE WILDLAND FIRE REVENUES & AUTHORIZATION/LIMITATIONS OF INTENDED USES (EXPENDITURES) OF SUCH REVENUES

Trustee Pete Emery recused himself due to a perceived conflict of interest.

Mayor Michael Thompson asked Magdalena Volunteer Fire Department Chief Charlie Blaylock to present the information pertaining to the Six-Mile Wildland Fire Revenues & Authorization/limitations of intended uses (expenditures) of such revenues.

Chief Charlie Blaylock explained that the Village Fire Department was paid as a tanker-water supplier for those who attended the fire. This money can be used for paying the volunteers, recruiting, books & community engagement.

Michael Steininger commented saying that he will do a BAR to receive it & authorize to accept, to spend and to pay.

Trustee James Nelson made a motion to approve the Six-Mile Wildland Fire Revenues & Expenditure. Trustee Teri Winchester seconded the motion.

Mayor Michael Thompson requested a roll-call vote:
Trustee Ray Olmsted - Aye
Trustee Pete Emery – Recused
Trustee Teri Winchester – Aye
Trustee James Nelson – Aye
The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF ASSET MANAGEMENT PLAN COMMITTEE LEVEL OF SERVICE FOR WATER AND WASTEWATER, AND CRITICAL ASSETS ANALYSIS

Mayor Thompson asked Trustee Pete Emery to go over the information provided for the Water/Wastewater Level of Service & Critical Assets Analysis.

Trustee Pete Emery stated that the Committee has had two meetings where they have gone over 2 of the 5 core items of this plan. He started by going over the proposed Water level of service and then the proposed Wastewater level of service. Trustee Teri Winchester thanked Trustee Pete Emery for all the hard work and hours of dedication he has committed to this project.

Trustee Pete Emery then addressed the Board & Gallery about the Critical Assets Analysis. He listed each of the Village assets and the rating of need that the committee gave to each item. He explained that the higher the score, the more attention the item needs.

The scores were as follows:

WATER

Distribution line from Benjamin well to former green tank = 15
Benjamin well = 4.5
Isolation valves = 12
Primary Main St supply line from Main St "T" to Hilltop tanks = 8
Distribution lines west of Main = 4.5
Distribution lines east of main = 4.5
Las Tuzas = 1.5
10th St = 1.5
Trujillo Wells = 6
Spears Well = 4.5
Trujillo Well #1 = 1.5
Trujillo Well #2 = .75
Steers Booster Station = 2
Steers Tank = 1
South Hilltop Tank = 3
Middle Hilltop Tank = 3
Backup power = 12

WASTEWATER

Collection West/East Lateral = 9
Collection North/South = 6
Collection 4th Dakota-3rd Cedar = 6
Collection Las Tuzas = 2.25
Collection Magdalena Schools = 2.25
Treatment Lagoon #1 = 1.5
Treatment Lagoon #2 = 1.5
Treatment Lagoon #3 = 1.5
Treatment Lagoon #4 = 3
Treatment Lagoon #5 = .5

Mayor Michael Thompson complimented Trustee Pete Emery stating he has done a wonderful job with the work involved in this project and presentation. He stated that no motion was needed.

DISCUSSION & POSSIBLE DECISION TO SCHEDULE A SPECIAL MEETING TO DISCUSS UTILITY RATES

Mayor Thompson moved to have a Special Utility Ordinance and Rate Workshop meeting requiring a 72-hour notice. Trustee James Nelson seconded the motion. The motion carried unanimously.

Trustee Teri Winchester suggested that we get a completed time study for the Utility workers prior to the meeting. Michael Steininger reported that right now, with salaries & fringe benefits, the Utility wages are $50,000 plus.

Trustee Pete Emery stated that the longer we wait, the worse our arrears will get. He feels we need to upgrade the rates now.

Mayor Thompson and all the Trustees agreed to have said Workshop to discuss Utility Rates on August 4, 2026, at 5:00pm.

DISCUSSION & POSSIBLE DECISION TO POST A CERTIFIED MARSHAL AND/OR DEPUTIES POSITIONS TO INCLUDE A $2,000 HIRING BONUS PAYABLE AT THE END OF ONE-YEAR OF EMPLOYMENT
Mayor Michael Thompson addressed the Board regarding this item. He focused on discussing a proposal to post a certified Marshal & Deputy position with a $2,000 hiring bonus payable after one year of satisfactory service.
The group acknowledged challenges in attracting and retaining certified officers, including high recruitment and training costs, as well as officers frequently leaving for other positions after receiving bonuses. They discussed changing their advertising strategy to target more appropriate platforms and emphasized the potential for advancement to the Marshal position due to an anticipated retirement. The group also considered alternative approaches, such as potentially working with the Sheriff's office or seeking assistance from external recruitment services.

Trustee Teri Winchester moved to post a certified Marshal and/or Deputies positions to include a $4,000 bonus payable at the end of two-years of employment. Trustee Ray Olmsted seconded the motion.

Trustee Pete Emery moved to amend the motion to $5,000 instead of $4,000. This motion failed due to the lack of a second.

The original motion carried unanimously to post an advertisement for a certified Marshal and/or Deputy position, including a hiring bonus of $4,000 payable after 2 years of satisfactory employment.

INPUT FROM VILLAGE OF MAGDALENA MAYOR & BOARD OF TRUSTEES
Trustee Teri Winchester reported that the Senior Center is taking 6 people to Isleta this week.
Trustee Ray Olmsted stated that he will be attending the Socorro County Commissioners meeting regarding the Sheriff's Department. He is on the agenda to speak.

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, JULY 27, 2026, 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
Catherine DeMaria reported that there will be a meeting in Pie Town on July 30, 2026, at 6pm at the Community Center to discuss the issue of uranium mining claims northwest of Magdalena and consider possible village action, such as a resolution or moratorium.

Athena Gassoumis distributed free Narcan to interested community members and requested that the Board consider organizing a training session educating community members on its use at the Senior Center.

Ray Martinez stated that we need to work together with the Sheriff & State Police to make our community safe.

Priscilla Lower addressed the Board and Gallery regarding an incident that happened with the Marshal earlier in the day. She came in to get information from the Mayor and was confronted by the Marshal & felt that she was harassed. Ray Martinez stated that this should have been considered an IPRA request and retaliation/harassment from such request is not legal.

Donna Dawson and Cathy Peralta asked that the weeds and trees be cut back around fire hydrants and stop signs throughout the Village. Also, the alleys are overgrown and need to be cleaned up. Athena Gassoumis suggested sending out "friendly reminders" to the residents whose properties are in bad shape. Donna Dawson stated that in order for the Village of Magdalena to enforce the 1947 Ordinance, we will need to have a Planning & Zoning Committee in place. In addition, the ordinance needs to be updated so it can be effectively enforced.

Trustee Teri Winchester proposed an idea to charge each resident a $1.00 per month fee to be designated for payment of fees for large trash bins to dispose of large items. Trustee Ray Olmsted stated that we should consider a city-wide clean-up once every year. Mayor Michael Thompson stated that he missed the deadline for the RAID Grant this year, which would have helped with the expense of a city-wide clean-up. He will apply next year on time.

ADJOURNMENT

Trustee Teri Winchester moved to adjourn the meeting at 6:41pm and Trustee Ray Olmsted seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Juanita Puente Clerk/Treasurer	Michael Thompson Mayor

Minutes Taken By:

Deborah Lawless
Assistant Clerk II

DRAFT

MINUTES OF THE SPECIAL UTILITY ORDINANCE & RATES WORKSHOP FOR THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
HELD TUESDAY, AUGUST 4, 2026, 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 Thompson called the Special Ordinance & Rates Workshop to order at 5:00pm.

ROLL CALL & ESTABLISHMENT OF QUORUM: Mayor Michael Thompson requested that Deputy Clerk Carleen Gomez take a roll call of all members. Mayor Thompson established that a quorum of the Board of Trustees was present.

PRESENT: Mayor Michael Thompson, Trustee James Nelson, Trustee Teri Winchester, Trustee Pete Emery, Trustee Ray Olmsted, Juanita Puente-Clerk/Treasurer, Carleen Gomez–Deputy Clerk

ABSENT: Attorney Jared Najjar

PARTICIPATING VIA ZOOM VIDEO CONFERENCE: Donna Dawson & Michael Steininger-Finance Officer

GUESTS: Daniel Ritter – Utility Worker, Robert Aguilar – Utility Supervisor, Cricket Courtney, Melissa Olmsted, & Deborah Lawless – Assistant Clerk II

PLEDGE OF ALLEGIANCE: Mayor Michael Thompson asked Daniel Ritter to lead the gallery in the Pledge of Allegiance.

APPROVAL OF AGENDA: Mayor Thompson asked if there was any objection to the agenda. Being none, all were in favor.

DISCUSSION & POSSIBLE DECISION REGARDING UTILITY ORDINANCE & UTILITY RATES & RECOMMENDATIONS
The discussion focused on reviewing the 1995 Utility Ordinance amended in 2021, with proposed updates including corrected rates for water, sewer & trash services. A change to the water meter replacement fee was proposed, which was increased to $300.
Trustee Pete Emery broke the meeting into 3 areas of discussion.

1. Historical Fund – Focus was made on the report submitted by Michael Steininger. Several questions were raised regarding expenditure for each department in previous years.
2. Edits were made within the proposed ordinance. The following changes were recommended for each of the sections of the proposed ordinance.
    a. Section 6.D – The words "only if meter is defective & is the fault of the Village" need to be added.
    b. Section 7 A & B – The credit should be for $30 instead of $10.

c. Section 8.6 – The last sentence should end with a comma (,) in addition to a penalty as noted in sections 23 & 24.
d. Section 16.C – A statement should be in this section stating that sprinkler accounts will not be assessed a sewer charge.
e. Section 18.A - delete the words "suffiently (spelling error) cover the Village's cost to".
f. Section 19 - clarify ESA in a less confusing way.
g. Section 19.A – replace "utility" with "water".
h. Section 19.B – omit
i. Section 19.8 – replace "will not" to "is not required & "volunteer" needs to be added between "provide" and "fire".

3. Rates – Appendix A – Each of the rates were looked at individually and the following changes were suggested.

   Water Tap Fee will go to $1,080
   Sewer Tap Fee will go to $1,200
   Water Meter Replacement Fee will go to $300
   Water Usage inside the Village base charge will have a 5% increase
   Water Usage over 1,000 gallons & inside the Village will increase by 10%
   Hydrant rate cost will be $27.30 "per 1,000 gallons"
   Sprinkler rate will be $27.30
   Water rates outside the Village base rate will increase by 5%
   Water rates outside the Village & over 1,000 gallons will increase by 10%
   All Sewer rates will increase by 10%
   All Trash rates will increase by 5%

The Council discussed the timeline for voting on the proposed rates, with Deputy Clerk Carleen Gomez clarifying that they cannot vote on submitting the ordinance until it has been published in the Newspaper for at least 14 days.
Mayor Thompson stated that he would get the recommended changes in place and have the Ordinance ready for review at the next regular meeting scheduled for August 10, 2026. At that point, the Board can vote to have it published.

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 TUESDAY, AUGUST 4, 2026, AT 8:00 AM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES
Cricket Courtney asked if there is a penalty if someone is caught stealing water from the Village Fairgrounds. Mayor Thompson cited Section 23.2 of the Utility Ordinance.
Cricket Courtney also stated that the Non-Metro AAA Conference is coming up in September. Clerk/Treasurer Juanita Puente stated that we are aware of the meeting, and the Village is making the necessary arrangements with insurance and transportation.

Trustee Ray Olmsted addressed the gallery regarding the Village streetlights. He stated that we have a few that need repair. Assistant Clerk II Deborah Lawless stated that she can get those repaired through the Socorro Electric Cooperative. To do this, she will need the tag numbers from the pole and the location of the light. Trustee Ray Olmsted thought it may also be necessary to place another light up on 10th Street.

ADJOURNMENT: Trustee Teri Winchester moved to adjourn the meeting at 6:37pm and Trustee Ray Olmsted seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Juanita Puente Clerk/Treasurer	Michael Thompson Mayor

Minutes Taken By:

Deborah Lawless
Assistant Clerk II

Carleen Gomez

From: James Nelson <jcnelson@gilanet.com>
Sent: Monday, August 3, 2026 3:53 PM
To: Carleen Gomez
Subject: Re: DEPARTMENT REPORTS DUE

Six EMS calls in July.

Jim Nelson

EMS director

Carleen Gomez

From:	MVFD Chief <magvfdchief@gmail.com>
Sent:	Thursday, August 6, 2026 10:54 AM
To:	Carleen Gomez; VoM Clerk; Rosemary Wilburn; Michael Thompson; Debbie Lawless
Subject:	August Dept Report

Good morning,

MVFD responded to three brush fire calls in the month of July.

MVFD also attended the Miss Teen Alamo Parade on July 4th. Volunteers brought three Magdalena apparatus, 10 cases of water and traffic control for the parade.

The Chief also met with the new school superintendent and discussed how the department may participate in school fire drills. A plan is in development for locating all emergency resources and ingress/egress points at the building so MVFD may train members on an actual response.

Three volunteer trainings were held and another new volunteer member was added. Procedures for receipt of funds for the Six Mile Fire were approved and established for future wildfire participation by the department.

Thank you,

Charlie Blaylock, Fire Chief

Magdalena Volunteer Fire Department

682-999-7097

magvfdchief@gmail.com

July Monthly 2026

3 Road Test

1 Trespass Report

1 Civil Complaint

1 Arrest (warrant)

4 Speeding Citation $440.00

Call of a male subject down on Main and 5th

1 Vehicle Crash

2 Dog Complaints / 1 Citation for dog running at large

Welfare check Hwy 60

Disturbance at the Steer Stop

911 Hang-up Tumble Weed

Unwanted subject Dollar Store

MAGDALENA MARSHAL DEPARTMENT

MONTHLY VEHICLE EXPENDITURE REPORT

For the month of : JULY Year: 2026

License Number:____________________

Make and Model:_ FORD E: Exp 22

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

Date	Beginning Mileage	Ending Mileage	Miles	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8	15205	15396	191	17.3	74.80			09 Tire Purchase
9								10 Tire Repair 15
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.:________Amt.$
13								10
14								Invoice No.:________Amt.$____
15								Date
16								Invoice No.:________Amt.$____
17								Code:____ Date:____________
18								Invoice No.:________Amt.$____
19								Code:____ Date:____________
20								Invoice No.:________Amt.$____
21								Code:____ Date:____________
22								Invoice No.:________Amt.$____
23								Code:____ Date:____________
24								Invoice No.:________Amt.$____
25								Code:____ Date:____________
26								Invoice No.:________Amt.$____
27								Code:____ Date:____________
28								Invoice No.:________Amt.$____
29								Code:____ Date:____________
30								Invoice No.:________Amt.$____
31								
Totals			191	17.3	74.80			

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

Signature: **Title:** MARSHAL

MAGDALENA MARSHAL DEPARTMENT

MONTHLY VEHICLE EXPENDITURE REPORT

For the month of : JULY Year: 2026

License Number:____________________

Make and Model:_ FORD F' F 150 2023

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

Date	Beginning Mileage	Ending Mileage	Miles	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair 15
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.:________Amt.$
13								10
14								Invoice No.:________Amt.$____
15								Date
16								Invoice No.:________Amt.$____
17								Code:____ Date:__________
18								Invoice No.:________Amt.$____
19								Code:____ Date:__________
20								Invoice No.:________Amt.$____
21								Code:____ Date:__________
22	11372	11717	345	18.1	77.58			Invoice No.:________Amt.$____
23								Code:____ Date:__________
24								Invoice No.:________Amt.$____
25								Code:____ Date:__________
26								Invoice No.:________Amt.$____
27								Code:____ Date:__________
28								Invoice No.:________Amt.$____
29								Code:____ Date:__________
30								Invoice No.:________Amt.$____
31								
Totals			345	18.1	77.58			

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

Signature: **Title:** MARSHAL

Carleen Gomez

From: Debbie Lawless
Sent: Tuesday, August 4, 2026 2:34 PM
To: Carleen Gomez
Subject: JUDGES MONTHLY REPORT FOR JULY 2026

Nothing to report.

Deborah Lawless
Assistant Clerk II
Court Clerk
Police Data Entry Clerk

Village of Magdalena
P.O. Box 145
108 N. Main St.
Magdalena, NM 87825
Ph(575)854-2261
Fax(575)854-2273
www.villageofmagdalena.com
dlawless@villageofmagdalena.com

Joint Utility Report

July 2026

Routine

- Monthly Water samples
- Trash 2x per week
- Monthly Vehicle and Equipment cleaning and fluid checks
- Well rounds and screen cleaning 4x per week
- Meter reads and shut offs
- Residual checks 2x per week

Non- Routine

- Water leak on Pine
- Water leak on Chestnut
- Water leak on Elm st
- Hand monitor wells and tanks due to SCADA being down.
- Jet sewer main on 400 block of elm
- Cut and groom runway at airport.
- Quarterly Monitoring wells samples
- Sewer tap on pine

Librarian's Report
JUly 2026

Days Open: 25	**Days Closed:** 2 (Independence Day)	**# of Visitors: 431**
New Library Cards	7	**Volunteers: 1**
Museum Visitors	14	**Volunteer Hours: 1**

Events:

Number of Events: 17	Family Event Attendees:	Adult Event Attendees:
Total Attendees: 129	78	51

Date:	Event:	# of People:
7/6	Spanish	3
	Photo club	4
7/7	Seeds to Salsa	4
7/9	Library Board	4
7/11	Reel Stories	1
7/13	Spanish	1
	Photo Club	5
7/14	Seeds to Salsa	3
7/15	Raptor Demonstration	40
7/18	Film kids	1
7/20	Photo Club	5
7/21	Seeds to Salsa	4
7/23	NM Archeological Society fossils	21
7/25	Jeff Scovil	23
	Reel Stories	1
7/27	Photo Club	6
7/28	Seeds to Salsa	3

PHYSICAL		DIGITAL	
# of Books	200	# of eBooks	80
# of Books on CD	6	# of Online Audio	67
# of DVDs	104		
# of Library of Things	4		
# of Literacy Kits	1		
# of Talking Books	4		
# Of Museum Passes			
Total Physical	319	**Total Digital**	147
Total Circulation	466		
ILL Processed	8		

# Computer Sign ins: 34	**Reference Questions: 20**

MAINTENANCE ISSUES:

- Work order to remove glass doors and windows stored in library closet

Narrative:

→ Summer Reading Program is winding down, and our Readers will be celebrated on Aug. 22 at the Tailgate party.

→ MMSD's new superintendent came in to introduce herself to Jeri and to explore collaboration opportunities.

→ Jeri has completed our new website and is working out a few kinks. We are excited to share our online Library of Things catalog with the community! Jeri will plan a workshop to show Patrons how to navigate the site as well as how to reserve Library of Things items.

Upcoming Events:

✓ 8/22 Tailgate Street Party

Respectfully Submitted,

Jennifer Armstrong, Louise Hall, Assistant Librarians

Jeri Hurd, Library Director

VILLAGE OF MAGDALENA

REQUEST TO BE PLACED ON AGENDA

Todays Date: 8/3/26

Date of Meeting: ______________________

Name: Andy Garcia

Address: 401 Eighth St. **Zip:** 87825

Phone Number: 505-977-4694

Email Address: ______________________

Item request will be for: (Please check one)

- [ ] Information Only
- [ ] Action Item
- [x] Discussion/Action
- [ ] Public Hearing
- [ ] Report
- [ ] Other: ______________

Brief description of topic to be discussed:

Please attach one original of any documents pertaining to the topic. We do allow handouts at meeting.

I would like to know what is in the future of the Dormitory Buildings from 8th street to 10th street.

Signature: Andrew Garcia

Please return to:

Village of Magdalena
Magdalena, NM 87825
Phone: 575-854-2261 * Fax: 575-854-2273 * Email: clerk@villageofmagdalena.com

Mayor's Approval: [illegible signature] **Date:** 8/6/2026

ARTICLE 54
Sale or Lease of Property

3-54-1. Authority to sell or lease municipal utility facilities or real property; notice; referendum.

A. A municipality may lease or sell and exchange any municipal utility facilities or real property having a value of twenty-five thousand dollars ($25,000) or less by public or private sale or lease any municipal facility or real property of any value normally leased in the regular operations of such facility or real property, and such sale or lease shall not be subject to referendum.

B. A municipality may lease or sell and exchange any municipal utility facilities or real property having an appraised value in excess of twenty-five thousand dollars ($25,000) by public or private sale or lease, subject to the referendum provisions set forth in this section. The value of municipal utility facilities or real property to be leased or sold and exchanged shall be determined by the appraised value of the municipal utility facilities or real property and not by the value of the lease. An appraisal shall be made by a qualified appraiser and submitted in writing to the governing body. If the sale price is less than the appraised value, the governing body shall cause a detailed written explanation of that difference to be prepared, and the written explanation shall be made available to any interested member of the public upon demand.

C. If a public sale is held, the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the proposed sale, in which event the highest bid that does meet the published terms and conditions shall be accepted; provided, however, a municipality may reject all bids. Terms and conditions for a proposed public sale or lease shall be published at least twice, not less than seven days apart, with the last publication no less than fourteen days prior to the bid opening, and in accordance with the provisions of Subsection J of Section 3-1-2 NMSA 1978.

D. Any sale or lease of municipal utility facilities or real property entered into pursuant to Subsection B of this section shall be by ordinance of the municipality. Such an ordinance shall be effective forty-five days after its adoption, unless a referendum election is held pursuant to this section. The ordinance shall be published prior to adoption pursuant to the provisions of Subsection J of Section 3-1-2 NMSA 1978 and Section 3-17-3 NMSA 1978 and shall be published after adoption at least once within one week after adoption pursuant to the provisions of Subsection J of Section 3-1-2 NMSA 1978. Such publications shall concisely set forth at least:

(1) the terms of the sale or lease;

(2) the appraised value of the municipal utility facilities or real property;

(3) the time and manner of payments on the lease or sale;

(4) the amount of the lease or sale;

(5) the identities of the purchasers or lessees; and

(6) the purpose for the municipality making the lease or sale.

E. In order to call for a referendum election on a sale or lease ordinance, a petition shall be filed with the municipal clerk:

enacted a new 3-54-1 NMSA 1978.

Cross references. — For lease of parking facilities, *see* 3-50-8 and 3-51-8 NMSA 1978.

The 2018 amendment, effective July 1, 2018, provided that the Local Election Act governs both the adoption and publishing of election resolutions calling for a referendum election on a sale or lease ordinance and referendum elections on a sale or lease ordinance; in Subsection G, after "pursuant to the provisions of the", deleted "Municipal Election Code governing special elections" and added "Local Election Act"; and in Subsection H, after "special or regular", deleted "municipal" and added "local", and after "shall be conducted", deleted "as a special election in the manner provided in the Municipal Election Code" and added "pursuant to the provisions of the Local Election Act".

Temporary provisions. — Laws 2018, ch. 79, § 174 provided that references in law to the Municipal Election Code and to the School Election Law shall be deemed to be references to the Local Election Act.

The 1999 amendment, effective June 18, 1999, substituted "forty-five days" for "seventy days" in Subsection D; and, in Subsection E, substituted "shall" for "must" in the introductory language and "thirty days" for "sixty days" in Paragraph (1).

"Terms" defined. — The word "terms", as used in Paragraph (1) of Subsection D, refers to the amount, time and manner of payments. *City of Clovis v. Southwestern Pub. Serv. Co.*, 1945-NMSC-030, 49 N.M. 270, 161 P.2d 878.

Am. Jur. 2d, A.L.R. and C.J.S. references. — 56 Am. Jur. 2d Municipal Corporations, Counties, and Other Political Subdivisions §§ 549 to 559.

Right to lease or convey park, square, or common, 18 A.L.R. 1259, 63 A.L.R. 484, 144 A.L.R. 486.

Sufficiency of compliance with condition of sale or lease by municipality of public utility plants, 52 A.L.R. 1052.

Mortgage or pledge of property or income therefrom, 71 A.L.R. 828.

Lease or sale of municipal plant, or contract therefor, as affecting right of municipality to compete, 118 A.L.R. 1030.

Implied or inherent power of municipal corporation to sell its real property, 141 A.L.R. 1447.

Constitutional prohibition of municipal corporation lending its credit or making donation as applicable to sale or leasing of its property, 161 A.L.R. 518.

Off-street public parking facilities, 8 A.L.R.2d 373.

Granting or taking of lease of property by municipality as within authorization of purchase or acquisition thereof, 11 A.L.R.2d 168.

Maintenance by municipal corporations of tourist or trailer camps, motor courts or motels, 22 A.L.R.2d 774.

Conveyance by municipality as carrying title to center of highway, 49 A.L.R.2d 982.

Power of municipality to sell, lease, or mortgage public utility plant or interest therein, 61 A.L.R.2d 595.

Ordinance as to sale or other disposition of municipal property as within operation of initiative and referendum provisions, 72 A.L.R.3d 1030.

63 C.J.S. Municipal Corporations § 962.

on the site. This action could have been done under contract as part of the construction of the new building without complying with the requirements of this section. 1953 Op. Att'y Gen. No. 53-5823.

Approval not required for sales under Subsections A, B or C. — Since Subsection D expressly requires board of finance (now local government division) approval of sales of property to governmental entities, under the rule of expressio unius est exclusio alterius it would appear that board of finance approval (now local government division) is not required for sales of municipal property under Subsections A, B or C. 1978 Op. Att'y Gen. No. 78-21.

3-54-3. Supplemental method for disposing of municipal property.

Sections 3-54-1 and 3-54-2 NMSA 1978 are intended to afford another and additional method of disposing of municipal real and personal property and are not to be construed as repealing or qualifying any other statutory authorization granted a municipality to dispose of or exchange real or personal municipal property or as affecting in any way the sale, lease, exchange or other disposition of real or personal property pursuant to the Local Economic Development Act [Chapter 5, Article 10 NMSA 1978].

History: 1953 Comp., § 14-55-3, enacted by Laws 1965, ch. 300; 1993, ch. 297, § 15.

ANNOTATIONS

The 1993 amendment, effective upon certification by the secretary of state that Article 9, Section 14 of the constitution of New Mexico has been amended as proposed by a joint resolution of the forty-first legislature, first session (Laws 1993, H.J.R. No. 12), substituted "3-54-1 and 3-54-2 NMSA 1978" for "14-55-1 and 14-55-2 New Mexico Statutes Annotated, 1953 Compilation", inserted "of" following "dispose", and inserted the language beginning "or as affecting". The secretary of state certified the constitutional amendment on November 29, 1994.

VILLAGE OF MAGDALENA
COUNTY OF SOCORRO
STATE OF NEW MEXICO

NOTICE OF PUBLICATION OF PROPOSED ORDINANCE ADOPTION
ORDINANCE NO. 2026-01

THE VILLAGE OF MAGDALENA TO ALL INTERESTED PERSONS, GREETINGS:

NOTICE IS HEREBY GIVEN that an ordinance proposed for adoption by the Governing Body of the Village of Magdalena is now pending before said Governing Body.

The title of said Ordinance is: "**AN ORDINANCE CONCERNING WATER, WASTEWATER AND SOLID WASTE SERVICE PROVIDED BY THE VILLAGE OF MAGDALENA; AMENDING AND REPEALING ORDINANCES CONCERNING WATER, WASTEWATER AND SEWER SERVICE; PROVIDING FOR IMPOSITION AND COLLECTION OF FEES, CONNECTION CHARGES, DEPOSITS, AND FINES; DEFINING APPLICATION AND SERVICE POLICIES; AND PRESCRIBING PENALTIES FOR VIOLATIONS OF ITS PROVISIONS; REPEALING PREVIOUS ORDINANCES**".

The purpose of the ordinance is as stated in the title of the ordinance. Said ordinance will come before the Governing Body of the Village of Magdalena for Public Hearing at its next Regular Meeting to be held Monday, August 24, 2026, beginning at 5:00 p.m. at Magdalena Village Hall, 108 N. Main Street.

Any interested person upon request and payment of reasonable fee may obtain copies of the proposed ordinance from the Village Clerk during regular business hours.

Juanita Puente
Clerk/Treasurer
Village of Magdalena
P.O. Box 145
Magdalena, NM 87825
Phone: (575)854-2261

Published in the El Defensor Chieftain on August 13, 2026

THE GOVERNING BODY OF THE VILLAGE OF MAGDALENA

ORDINANCE NO. 2026-01

AN ORDINANCE CONCERNING WATER, WASTEWATER AND SOLID WASTE SERVICE PROVIDED BY THE VILLAGE OF MAGDALENA; AMENDING AND REPEALING ORDINANCES CONCERNING WATER, WASTEWATER AND SEWER SERVICE; PROVIDING FOR IMPOSITION AND COLLECTION OF FEES, CONNECTION CHARGES, DEPOSITS, AND FINES; DEFINING APPLICATION AND SERVICE POLICIES; AND PRESCRIBING PENALTIES FOR VIOLATIONS OF ITS PROVISIONS; REPEALING PREVIOUS ORDINANCES

BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF MAGDALENA, NEW MEXICO, THAT:

SECTION ONE - MUNICIPAL UTILITY DECLARED

It is necessary and for the best interests of the Village of Magdalena (hereinafter "Village" or "the Village") and the inhabitants thereof that the Village-owned water system, wastewater system, and solid waste disposal system constitute a public utility system operated for the benefit of its citizens.

SECTION TWO - SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a Court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions.

SECTION THREE - SINGLE INVOICE

A. Single Invoicing. Water, wastewater and solid waste services shall be invoiced on single monthly invoice. Termination of one utility service shall result in termination of all utility services unless otherwise specified herein, and termination of utility service for a portion of a structure shall be termination of utility services for all of the structure.

B. Minimum Charge. Should water, wastewater or solid waste service not be used during a billing month, the minimum rate shall be charged on the monthly invoice.

C. Separate Utility Service. When it is not otherwise possible for the Village to furnish all utility service, separate utility service may be permitted upon application to the Village utility office. If separate utility service is permitted, the customer shall only be charged for the services provided.

D. Wastewater and Water Service. Wastewater service shall not be provided unless water service is also provided.

SECTION FOUR - APPLICATION FOR UTILITY SERVICE; DEPOSIT REQUIREMENTS

A. Application for Utility Service, How Made. Before utility service is provided, application must be made at the Village utility office on printed forms furnished for that purpose. Every application must be signed by the owner of the property to be served, or by an authorized agent. The application must state fully and truthfully the purposes for which the utility service is to be used, the name and address of the person, firm or corporation to receive an invoice for such service, the description of lot and block or tract, and the name of the street on which property fronts. The applicant shall, by making application, agree to be governed by this Ordinance, to the rules and regulations of the Village, and state and federal laws and regulations.

B. Utility Service Contract. The application, when approved by the Village, shall constitute a contract between the utility customer and the Village to furnish utility services within the Village limits or, when applicable, within the Existing Service Area ("ESA") outside of the Village. The contract shall constitute an agreement on the part of the applicant to pay the stipulated rates, and agree to periodic adjustments in the rates. The contract shall reserve to the Village the right to enforce and collect rates and penalties in the manner provided for herein; to temporarily discontinue service at any time without notice to the customer for maintenance, repair, conservation or emergency or as a consequence of failure to pay for the utility services provided. The agreement shall also provide that the utility department of the Village, or the officials or employees thereof shall not be responsible for any damages by water or otherwise resulting from defective plumbing, broken or faulty service, or condition of the water itself, or any substance that may be mixed with, or be in the water, as delivered to the customer.

C. Non-Standard Service. Non-standard utility services may be provided on application to the Village Clerk. Non-standard utility services include, but are not limited to, the following: (i) service to customers living outside of the ESA but requesting trash collection service; (ii) requests for multiple trash collection trips; (iii) requests for additional or larger trash bins; or (iv) requests for any non-standard service.

D. Decision. An application for non-standard utility service may be approved, denied, or approved with conditions.

E. Application Fee. Each application for utility service shall be accompanied by the application fee and deposit as set forth in APPENDIX A.

F. Deposits, Return. Meter deposits will be refunded to customers in good standing for five (5) years.

G. Additional Deposit. Customers with a history of late payments or disconnections may be required to post an additional deposit in an amount sufficient to cover two months total utility billing based on a twelve month average of that account, but not less than the current minimum stated in APPENDIX A.

H. Security Deposit. All utility deposits shall be retained by the Village to be applied against unpaid charges for utility service. Upon payment in full of all charges for utility service and discontinuance of utility service, such deposit or the balance thereof after application to unpaid charges, shall be refunded, without interest.

SECTION FIVE - DISCONTINUANCE OF SERVICE

A. Written Request. A customer may discontinue utility service at any time by making a written request to the Village Clerk. Only the applicant or an agent may request discontinuance. The written request must state the date service is to be discontinued and the address to send the final bill or refund of deposit. There is no fee for voluntary discontinuance of utility service provided the account is in good standing and a written request is made.

B. Improper Disposal of Solid Waste. Utility service may be discontinued by the Village if it finds that unacceptable solid waste has been deposited. Improper disposal of unacceptable waste may constitute a felony under NMSA 1978, Section 74-9-37(B).

SECTION SIX – VILLAGE'S RESPONSIBILITIES

A. Installation. A water line may be installed from the water main to a stopcock located just within a customer's property line next to the street curb. A liquid waste line may be installed from a liquid waste line on a customer's property line to the sewer main. The water or wastewater line shall not exceed twenty (20) feet in length. Longer lines may be provided if the customer bears the additional cost.

B. Maintenance and Repair.

(1) The Village shall be responsible for the maintenance, repair and clearing of all Village water and wastewater mains, but shall not be responsible for the customer's service lines.

(2) If blockage occurs in a Village sewer line, the customer will notify the Village immediately. The Village will determine whether the blockage is on the Village's or the customer's side. The customer shall be responsible for clearing blockages on the customer's service lines. The Village will not be responsible for damage to the customer's service lines caused by a plumber contracted by the customer.

C. Meter Box, Stopcock. The Village shall be responsible for the installation, maintenance, and repair of the meter box and curbside stopcock.

D. Water Meter. The Village shall be responsible for the installation, maintenance, repair, inspection, calibration for accuracy, and replacement of a water meter and service line from the meter to the main. Each customer may request one (1) free field test on their meter per year; the second and subsequent field test shall incur a $50.00 charge, unless the second or subsequent test determines that the meter is defective. If the customer requests a new meter, a $300.00 charge will be incurred.

E. Regulatory Requirements. The Village shall be responsible for meeting all federal and state regulatory requirements for the proper maintenance and management of its utility service systems.

F. Leaks. Every attempt will be made to notify customers of unusually high usage once it comes to the Village's attention.

G. Solid Waste Collection. The Village shall be responsible for trash collection service as follows:
(1) Prompt, dependable collection as scheduled each week;

(2) Clean up of employee-caused collection spills;
(3) Routine maintenance, repair, and inventory of trash bins;
(4) Prompt customer notification of and reason for failure to collect trash; and
(5) Proper sanitation of recycled trash bins prior to reissuing

SECTION SEVEN - CUSTOMER RESPONSIBILITIES

A. Yard Lines. Utility customers shall be responsible for the installation, maintenance and repair of all water service lines between the meter and the point of use, and for the installation, proper operation, maintenance and repair of all plumbing fixtures, and shall provide an emergency valve placed upon such line between the meter and the customer's premises. Service lines installed without an emergency valve prior to the enactment of this requirement shall be retrofitted prior to any reconnection. A customer who retrofits with an emergency valve shall receive a one-time credit of thirty dollars ($30). Verification of the new installation must be made by Village utility personnel.

B. Liquid Waste Systems. The customer shall be responsible for the installation, maintenance, repair, and clearing of all liquid waste lines between point of use and up to the sewer main line and for the installation, maintenance and repair of all plumbing fixtures. Each solid waste line must have a clean-out. Customers without clean outs installed prior to the enactment of this requirement shall retrofit with clean outs prior to any reconnection or change in service. A customer who retrofits to provide liquid waste clean outs shall receive a one-time credit of ten dollars ($10). Verification of the new installation must be made by Village utility personnel.

C. Solid Waste Collection.

(1) The customer shall make their Village-provided trash bin accessible for trash collection. All trash bins shall be placed at their designated collection curb site no later than 8:00 am on the day scheduled for trash collection in their area. Customers whose residence is accessible by cross streets may choose the street curb which is most convenient for them, but once designated, no change will be made without written request and approval. The customer shall be responsible for keeping all trash picked up from around the designated trash collection site.

(2) The customer shall be responsible for the care and cleaning of the Village-provided trash bin. This includes the periodic washing of the trash bin, placing all trash in sealed trash bags before depositing it in the trash bin, and not depositing any toxic or hazardous waste or any hot or flammable objects in the trash bin. Cardboard items may be placed in the trash bin if folded to fit with the lid closed. All trash is to be placed inside the Village-provided trash bin, and the bins shall not to be filled to overflowing. If one trash bin is not sufficient, the customer may request an extra bin or bins for an additional charge as described in APPENDIX A.

(3) The Village will not collect any trash not placed in a Village-provided trash bin. Failure to comply with proper care and maintenance of a Village-provided trash bin may result in a written notice from the Village utility office citing the steps necessary to comply. If no action is taken to correct the noncompliance, charges may be assessed as prescribed in APPENDIX A.

SECTION EIGHT - MONTHLY SERVICE RATES: BILLING; DUE DATE; DELINQUENCY

A. Water, Wastewater and Solid Waste Rates. Monthly service rates for water, wastewater, and trash service are set forth in APPENDIX A. These rates become effective on the first of the month following the enactment of this Ordinance. Rates may be reviewed annually, but in no case less than bi-annually to insure that the rates are just and reasonable.

B. Invoices.

(1) Invoices for water, sewer, and trash service will be mailed to customers by first class mail or bulk mail service on or about the first (1st) day of the month and shall be due upon receipt. Invoices become delinquent at 5:00 p.m. on the 20th day of the month.

(2) Once an invoice becomes delinquent, a past due penalty as prescribed in APPENDIX A shall be due along with the unpaid balance.

(3) A notice of delinquency shall be mailed to the customer if any account remains unpaid fifteen (15) days following the date due. Service may be discontinued requiring payment and warning that and payable, utility service may be discontinued fifteen (15) days after the Notice of Delinquency is mailed. The notice shall contain the address and phone number of the Village utility office and the name of the Village Clerk or other employee designated to investigate complaints, resolve disputed billing and negotiate delayed payments, if justified.

(4) Service shall not be disconnected on a Friday or the day preceding a holiday. The utility customer will always have one working day following disconnection to pay the outstanding charges and have service restored.

(5) Utility service shall not be resumed for a customer who is delinquent unless full payment has been received of the unpaid balance plus the past due penalty, disconnection charges, and additional deposit, as applicable.

(6) Any attempt by the disconnected customer to reconnect to Village water service by tampering with the water meter, bypassing the meter or by any other unauthorized means of connection to water service shall be unlawful, as stated in Section 23, and subject to penalty set forth in Section 24. A disconnect fee for removal of a bypass connection and any actual cost to repair damages to the utility system caused by the tampering shall be due and payable.

(7) Invoices charging for additional trips to collect trash not picked up during a discontinuance of service shall be invoiced according to the number of additional trips necessary to collect and remove the accumulated trash.

(8) The Village may use collection agencies to collect delinquencies, and may report such delinquencies to credit bureaus.

SECTION NINE – RESERVED

SECTION TEN - ADDRESS FOR PAYMENTS

All utility payments are to be made either through the mail to the Village of Magdalena, P.O. Box 145, Magdalena, NM. 87825; in person at the Village of Magdalena utility office during regular office hours; in a designated Drop Box; by credit/debit card over the phone; or online through the Village of Magdalena website.

SECTION ELEVEN - RETURNED CHECKS

Upon receipt of a returned check, the Village staff will assess a Non-Sufficient Fund (NSF) Fee as set forth in APPENDIX A. Notice will be mailed to the customer of the failure of payment, the NSF fee, the outstanding balance due, and the date the service will be subject to disconnection for non-payment. The disconnection date will be on or around the twenty-fifth (25th) of the month following the due date, but not less than seven (7) days from the date the NSF notice is mailed. Unless prior request not to do so has been made by the utility customer, the NSF check will be submitted to the Village bank for a second time. If the check is returned a second time, action will proceed as described in the NSF notice. If the check is good for payment, no further action will be taken. It is the responsibility of the utility customer to verify that the Village has received payment before the disconnect date stated in the NSF notice.

SECTION TWELVE- PAYMENT ARRANGEMENTS

No more often than once in a two-year period, Payment Arrangements (PA) may be made on an outstanding account balance. The request for a PA must be made with the Village Clerk who may approve a PA on up to fifty percent (50%) of an outstanding account balance under $1,000. A PA on over 50% of the outstanding account balance under $1,000.00 must be approved by the Mayor or his designee. If the amount owed is $1,000 or more, the PA must be made by the Board of Trustees. A PA shall not reduce any portion of the outstanding balance, including returned check fees, disconnection fees, account deposits, or any other account charges. Instead, a PA schedules the payments without the possibility of a disconnection so long as the PA is being followed. The Village Clerk can extend the outstanding account balance for a period of up to three months. Any period of time beyond three months must be approved by the Mayor or his designee. Payment arrangements made on the outstanding balance will be due with the next billing of monthly service charges, but will not extend the due date of the monthly service charges not included in the payment arrangement.

The Payment Arrangement is a contract, and must be in writing and signed by the utility customer and the Village Clerk or other designated Village employee.

SECTION THIRTEEN - INOPERATIVE METER

In the event that the water meter is found to be inoperative, the next billing for water and wastewater shall be based the average monthly usage for the preceding twelve months. In the event that the Village is unable to repair or replace the meter before the next monthly reading, billing for the subsequent month for water and wastewater shall also be based on the average usage reading for that account for the prior twelve months.

SECTION FOURTEEN - VILLAGE AUTHORITY TO RESTRICT WATER USE

The Village reserves the right, in case of drought, lack of rainfall or other emergency, to regulate the use of water for irrigation, sprinkling, car washing or for any other use not necessary for the preservation of life. The Village Council, in its discretion, may at any time, declare a water emergency by giving public notice within the Village. Any person, firm or corporation violating such order shall be guilty of a misdemeanor and shall further be subject to a fine as set forth in APPENDIX A, and double the first offense charge for each subsequent offense. The Village may discontinue service for persons found guilty of violating this section. Service will not be restored until all such charges and any unpaid balances are paid in full, and upon full compliance with this Ordinance.

SECTION FIFTEEN – RESERVED

SECTION SIXTEEN - UTILITY ACCOUNTS

A. Multiunit residential and multiunit general service units which are under common ownership may be treated as a single customer. Otherwise, each utility account shall be located on separate property unless otherwise authorized by the Village. The customer may be furnished utility service from the Village through a single master water meter or sewer tap at the rates specified in Appendix A.

B. The Village, upon determination that unnecessary expense and undue burden or other unreasonable difficulty would be caused by the requirement set forth in this Section 16 that a single meter be required for each residential or general service unit, may permit and direct that utility service be provided through one (1) or more water meters or sewer tap of adequate size installed by the Village and paid for by the user as provided in this Section 16 to serve two (2) or more units.

C. The Village may enter into separate contracts, notwithstanding Section Three pertaining to nonseparable charges, and provide water service to separate meters for sprinkling and lawn watering if the customer can demonstrate that the installation of a separate meter will provide an equitable sewer service charge to such customer. Sprinkling meters shall be subject to periodic inspection by the Village.

D. The Village may authorize utility service to separate water meters or sewer taps installed within mobile home parks as an exception to this Section.

SECTION SEVENTEEN – SOLID WASTE COLLECTION AND DISPOSAL

A. Acceptable Trash. The Village shall pick up and dispose of household solid waste which is properly placed in a sealed trash bag and placed in trash bins. Acceptable trash is defined in APPENDIX B.

B. Unacceptable Trash. The Village will not pick up and dispose of any unacceptable trash such as old car bodies, hazardous waste, or infectious waste. Unacceptable trash is defined in APPENDIX B. For instructions on the proper disposal of these items, call the Village utility office.

C. Ashes. Ashes may be disposed of at the Transfer Station during normal business hours free of charge. Disposal of ashes outside of the Transfer Station shall be unlawful and shall punished as set forth in this Ordinance.

D. Penalties for Improper Disposal. Improper disposal of unacceptable trash or disposal of trash in places other than the transfer station is a violation of this ordinance, punishable as specified in NMSA 1978, Section 74-9-37, and subject to civil penalties under NMSA 1978, Secs. 4-9-36 and 74-9-38.

E. Village-provided Trash Bins. Trash bins are the property of the Village. Trash bins are numbered and the numbers are recorded for inventory purposes. Each customer shall be required to sign for a bin or bins and thereby accepts responsibility for said bin. The Customer's responsibility does not include normal maintenance. See Section 7 of this Ordinance. Upon discontinuance of utility service, the bin will be returned to the Village in good condition, reasonable wear and tear excepted. A bin may be replaced upon request. A thirty dollar ($30) replacement charge will be imposed on each replacement bin. The customer shall sign for the replacement bin.

F. Transfer Station. Trash that is not picked up by the Village may be taken to the Transfer Station. In general, waste deposited at the Transfer Station must be acceptable waste, with a few exceptions described in APPENDIX B. The transfer station is operated by a private contractor. For specific details, contact the contractor or the Village utility office.

SECTION EIGHTEEN – WATER AND WASTEWATER CONNECTION CHARGES

A. New Water Service Tap. A person may request new water service by making application to the utility office. Each applicant for a new water service connection shall pay a connection charge in an amount specified by the Village. The Village will recover any of its costs to create the new connection, such as the cost to tap the water main, lay a secondary distribution line from the water main to a point just outside the applicant's property adjacent to the street curb, and for the installation of the meter box, water meter and curbside stopcock.

B. Each applicant for sewer service connection shall pay a connection charge for tapping into the sewer main.

C. The Village shall not be responsible to provide utility service that will require line extensions of more than twenty (20) feet from existing main lines or connections at a higher elevation and pressure zone than existing storage facilities. If such connections are approved by the Village, all of the costs in making the connection and obtaining the proper pressure shall be borne by the customer.

SECTION NINETEEN – EXISTING SERVICE AREA

A. The ESA is defined as the area within the Village boundary plus areas outside the municipal boundary where water service is provided by the Village as described on a map maintained by the utility department of the ESA.

B. Conditional Use. Customers outside of the ESA shall be subject to the following conditions:

(1) Rates. Customers outside of the ESA shall pay customer and capacity charges and volume charges at one hundred twenty five percent (125) percent of the rate charged to customers within the ESA. The ESA rate also applies when service originates in the Village but terminates in the ESA.

(2) Annexation. A customer served in the ESA shall agree to the annexation of the property by petition to be served by the Village of Magdalena at such time as the Village government may determine that the growth and expansion of the Village requires such annexation;

(3) Village Ordinances. The customer agrees to comply with all applicable ordinances, rules and regulations of the Village of Magdalena pertaining to utility service;

(4) Bond, Deposit. The customer agrees to furnish a bond or other security in such form as the Village may require to guarantee payment for utility services;

(5) Line extension. The customer agrees to pay in advance for any line extension required to serve the property pursuant to the rules and regulations of the Village of Magdalena and Section 18 of this Ordinance;

(6) Easements. The customer provides any and all easements (which shall be dedicated to the Village of Magdalena and be in such form as the Village may require) as may be necessary to provide utility service to the property to be served;

(7) Equipment. The customer provides all lines, meters, and other facilities required to serve the premises, which shall meet or exceed village standards and specifications and shall be subject to Village installation and inspection procedures;

(8) The customer acknowledges that the Village is not required to provide fire protection or other village services to the property to be served;

(9) The customer agrees that water use may be curtailed in the event of drought, lack of rainfall or other emergency;

(10) The customer understands and agrees that utility service is provided only for the owner's single-family residential unit and that no connection will be made to provide utility service to any building or structure other than the owner's single-family residential unit and related accessory structures; and

(11) The customer agrees to abide by the rules and regulations of the Village of Magdalena and failure to do so shall be cause for termination of utility service to the property.

D. Agreement required. Service outside of the ESA shall only be provided pursuant to a written agreement with the Village. Any such agreement shall be in writing, by and between the owner and the Village Council, shall be approved by the Village Attorney, shall include all restrictions or conditions imposed by Village Council, shall require the owner of the property to be served, among other things, to agree to all of the conditions set forth in Section Nineteen (19) , herein, and further require the owner of the property to be served to agree:

(1) That there may not be adequate water pressure available to serve the premises and owner must therefore, at owner's expense, provide supplemental pumping, pressure and water storage facilities to be located on owner's premises;

(2) That the supply of water available to serve the premises may be severely limited or interrupted from time to time; and

(3) That, in the event of water shortage or emergency, water use may be curtailed as necessary.

SECTION TWENTY - EXTENSION OF UTILITY SERVICE OUTSIDE OF THE ESA

A. Adequate Facilities Required. Expansion of the ESA shall be restricted to those pressure zones for which facilities are adequate to serve the additional demand, except in those instances where the Village shall determine that extraordinary circumstances exist and that the extension of municipal utility service beyond the boundaries of the ESA is in the best interests of the citizens of Magdalena.

B. Review of ESA Boundaries. The boundaries of the ESA shall be reviewed periodically, and amended if necessary, to assure that ample amounts of serviceable land remain available for development.

C. Expansion of the ESA. Future expansion by the Village which is aimed at serving new areas or improving service to areas already serviced, shall be allowed only after finding that a need for the expansion exists and, in the case of new service, after the cost of providing new service, is weighed against revenues to be derived from new customers.

D. Annexation. Future annexation by the Village shall be taken only after due consideration is given to the constraints of the water delivery system, the wastewater system, and solid waste collection service.

E. Lateral Restriction. Utility service may not be provided to single-family residential units beyond the ESA boundaries if the property to be served is greater than the elevation of the appropriate tank or that the Village water or sewer line is more than six hundred (600) feet from the residential unit.

F. Transmission Lines. Customer-provided transmission lines outside of the ESA or Village limits become Village property.

SECTION TWENTY-ONE – BULK SERVICE

A. Bulk Rates. The Village may establish utility rates and reasonable rate classifications for bulk utility users taking water through master meters.

B. Bulk User Contracts. Bulk user contracts shall be in writing, and require that the utility user shall:

(1) Abide by all terms and conditions of any applicable Village ordinance, rule, or regulation which pertains to the providing of utility service;

(2) Require that a large commercial or other large user, whether within or outside the ESA, reasonably expected to utilize 75 thousand gallons or more per billing period or month provide bond or security to guarantee payment of utility service;

(3) Require that the bulk user, whether within or outside the ESA, shall provide the Village a projection of the impact of their water and/or sewer usage over a ten year period, on water supplies utilized by the Village. Such projections shall be provided to the Village at the time the potential user makes application for water service.

(4) Unless specifically otherwise authorized by the Village Council, pay by cash in advance and prior to installation all costs and expenses which the Village may incur to provide utility service to the point of delivery, including, but not necessarily limited to: the cost and expense of utility lines, extensions, meters, meter back-flow preventer, engineering, licenses, permits, fees, legal expenses and the cost and expense of obtaining easements and rights-of-way;

(5) Pay for any update to the cost-of-service study which may be required to determine the cost at which utility service should be provided to the bulk user;

(6) Agree that all utility lines and facilities shall be installed in publicly dedicated streets, or within rights of way or easements which are or will be assigned easily and readily to the Village of Magdalena without cost to the Village upon annexation to the Village of the property to be served;

(7) Agree that all utility lines and facilities which may be installed by the user beyond the Village water meter or sewer tap, including, but not necessarily limited to, pipes, lines, equipment, regulators, meters, meter cans and stubs, shall meet or exceed the standards established by the Village for such installation at the time of installation and shall be installed and maintained pursuant to Village inspection procedures;

(8) Agree that all lines and facilities shall be certified and properly installed by a licensed and qualified contractor and that all installation shall be inspected by a qualified inspector or engineer acceptable to the Village of Magdalena;

(9) Agree to, periodically at such times and in such form as may be requested by the Village, provide the Village with a list of all utility users served through the bulk rate user, identified by customer name, address, and phone number, the bulk rate meter number description of the property to be served, and such other information as the Village may require;

(10) Agree that the bulk rate user, shall, in case of drought, water shortage, or other emergency, be subject to the same curtailment or restriction upon use of water as are other persons and entities who receive water from the water system of the Village of Magdalena.

SECTION TWENTY-TWO - ILLEGAL CONNECTION OR EXCAVATION; PENALTY

It is unlawful for any person, other than an authorized Village employee, to:

(a) make connection with Village water mains or sewer mains;

(b) tap a Village water main or sewer main or secondary line between the water main and the water curb cock or between the sewer main and customer property line;

(c) excavate or lay pipe in or upon any Village street or Village property;

(d) turn water on or off at the Village curb cock or at the water meter; or

(e) connect, disconnect, recalibrate, bypass, impede or tamper with a Village water meter.

Any person convicted in Magdalena Municipal Court of violating this section shall be punished as prescribed in Section 24 of this Ordinance.

SECTION TWENTY-THREE - DAMAGING OR INTERFERING WITH VILLAGE-OWNED UTILITY EQUIPMENT

A. Water System

(1) Seals placed upon meters, boxes, doors or any other appurtenances or equipment of the utility department shall not be broken by persons unauthorized to do so.

(2) It shall be unlawful for any persons to open, close, interfere with, or to attach to or connect with any fire hydrant, stop valve, or stopcock belonging to the Village water system, or to damage any machinery, pipe, tools, valve, manhole, stopcock, meter or meter box, connected with the said water system, any object, material, debris, or structure of any kind so as to prevent free access to the same at all times, or to deface or disturb, or tie horses or other animals to fire hydrants, or injure any building, structure, or to trespass upon the tank, tank site or other corporate property of the Village water system.

B. Wastewater System

(1) It shall be unlawful for any person to discharge commercial or industrial waste, refuse, or sewage into the public sewer system of the Village without first obtaining a permit from the Village. A permit may be authorized only if the Village has first determined that such waste, refuse, or sewage does not contain ingredients that will violate the Village's permit from the NMED or that will affect functioning of the sewage disposal works.

(2) Depositing Prohibited Material; Tampering with Connections.

(a) It shall be unlawful for a person to deposit or throw into any sewer line, manhole, or drain or inlet any straw, shavings, ashes, rocks, stones, bricks, dead animals, or any kind of rubbish or substance which shall or may cause the drain or sewer line to be choked up or stopped.

(b) It shall be unlawful for any person to willfully tamper with the connections leading to the main lateral of the sewer system, or shall shut off any connection properly made, or shall reopen any connections which have been discontinued by the proper authorities.

(3) Greywater. It shall be unlawful for any person to discharge waste water from sink, tub, bathtub, shower, washing machine, or dishwasher onto the ground instead of into the sewer system, except a grey water systems meeting NMED standards. Such person shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as prescribed Section 24 of this Ordinance, and in addition shall be liable for all costs for repairing the damage to the wastewater system caused by such act.

(4) Solid Waste Receptacles. It shall be unlawful for any person(s) to vandalize or damage any Village owned trash receptacle. Such vandalism may include but will not be limited to defacing, breaking or attempting to break any part of said receptacle. Damages will be assessed based on current market value of replacement part or parts.

(5) Fire Hydrants

(a) Fire hydrants are provided for the sole purpose of extinguishing fires and are to be opened and used only by the water and fire departments or for such purposes as may be specifically designated by the water department and then only by a duly authorized agent of the department.

(b) To ensure the safety and efficiency of the fire protection, any person authorized to open the same, for any purpose, shall use only an approved spanner wrench to open or close hydrants.

(c) Any person, firm or individual violating the provisions of this subsection 24 subsection shall be deemed guilty of a misdemeanor and shall be punished by a fine as set forth in Section 24.

SECTION TWENTY-FOUR - PENALTY

Any person convicted of a violation of this Ordinance shall be punished by a fine of not more than three hundred dollars ($300) or by imprisonment not to exceed four (4) days, or both fine and imprisonment.

SECTION TWENTY-FIVE - FAILURE TO PROPERLY DISPOSE OF SOLID WASTE

A. The Village may remove refuse from real property and make a charge against the real property specially benefited by the removal of the refuse, if:

(1) any person owning or controlling real property allows refuse to be deposited upon his property other than in the proper receptacle and fails to remove the refuse or to place the refuse in the proper receptacle within forty-eight hours after the refuse is deposited on the real property; or

(2) the owner owning or controlling real property refuses to use the refuse collection service provided by the municipality.

B. If any person, owning or controlling the real property, fails or refuses to pay (i) the charge imposed for the collection and disposal of refuse; or (ii) the charge made against the real property specially benefited by the removal of refuse, the Village may make an assessment against the real property.

SECTION TWENTY-SIX - ASSESSMENT ROLL

A. To collect the assessment authorized in Section 25, the Village Council shall prepare an assessment roll. The assessment roll shall list, in columns:
(1) the name of the owner, if known, of the parcel of real estate being assessed;
(2) a description of the parcel of real estate being assessed;
(3) the amount assessed against each parcel of real estate; and
(4) describe, in general terms, the removal and what was removed from the real estate being assessed.

B. The municipal clerk shall publish a notice stating that the assessment roll for delinquent refuse collection charges due the Village is on file in the office of the municipal clerk and the time and place when the Village Council will hear appeals or protests by any person aggrieved by the assessment. The notice shall be published once not less than ten nor more than twenty days before the day of the protest hearing. If the address of the owner of the real property is known, a copy of the notice shall be mailed by certified mail, return receipt requested, to the known address of the owner of the real property being assessed.

SECTION TWENTY-SEVEN - PROTEST HEARING

A. At the protest hearing authorized by Section 26, any interested person may protest to the Village Council the: (i) regularity of the proceedings; (ii) the amount assessed against the real estate; or (iii) the correctness of the amount of the assessment.

B. The Village Council shall: (i) determine the regularity of the proceedings; (ii) correct any errors found in the assessment; and (iii) by resolution, confirm the proceedings and the assessments. The proceedings and assessments so confirmed shall be deemed to be the final determination as to the regularity, validity and correctness of the assessment.

SECTION TWENTY-EIGHT - DELINQUENT ASSESSMENT LIST

On or before October 1, of each year, the municipal clerk shall certify to the Village Council a list containing any delinquent assessment with penalty added for nonpayment of the assessment at the rate of one percent per month of any assessment confirmed by resolution as provided in NMSA 1978 Sec. 3-48-6 and describe the parcel of real estate to which the assessment is applicable. After the certified list is accepted by the Village Council, the assessment shall be a lien, when processed, against the parcel of real estate and shall be processed as provided in NMSA 1978 Sec. 3-36-1 through 3-36-7. Any such lien shall be a lien superior to all other liens except general property taxes upon the property so charged and a personal liability of the owner of the property so charged.

SECTION TWENTY-NINE - REPEAL

Upon the effective date of this Ordinance, the following are repealed in their entirely: Ordinance No. 1995-1, and amendments to that Ordinance enacted in 2009, 2017 and 2021. To the extent there is a conflict between any provision of this Ordinance and any provision of a previously-enacted Utility Ordinance that is not expressly repealed by this Ordinance or otherwise addressed in this Ordinance, the provisions of this Ordinance shall apply.

SECTION THIRTY – RATE REVISIONS

APPENDIX A and resulting changes to the Ordinance may be amended by Resolution of the Board of Trustees without otherwise amending this joint utility Ordinance. The New Mexico Governmental Gross Receipts Tax and other taxes, if applicable, shall be added to the rates and charges established in APPENDIX A.

APPENDIX A

FEES AND CHARGES	AS OF AUGUST 2026	RATE CODE
METER DEPOSIT (RESIDENTIAL)	$125.00	METER
METER DEPOSIT (COMMERCIAL)	$250.00	METER
GARBAGE DEPOSIT (GARBAGE CUSTOMERS ONLY)	$50.00	
DISCONNECTION FEE	$25.00	DRF
RECONNECT FEE	$25.00	DRF
NON-SUFFIENT FUND (NSF) FEE	$30.00	NSF
PAST DUE PENALTY	$10.00	PDP
WATER TAP FEE	$1,080.00	WTAP
SEWER TAP FEE	$1,200.00	STAP
TRASH BIN REPLACEMENT FEE	$30.00	
WATER METER FIELD TEST FEE	$25.00	
WATER METER REPLACEMENT FEE	$300.00	

RATES WITHIN VILLAGE LIMITS - WATER, ALL CUSTOMERS

METER SIZE (INCHES)

3/4 OR 5/8 {FIRST 1999 GALLONS)	$27.30	WA
1 (FIRST 1999 GALLONS)	$29.93	NONE
1.5 (FIRST 1999 GALLONS)	$32.59	WA1.5
2 (FIRST 1999 GALLONS)	$37.65	W2"
3 (FIRST 1999 GALLONS)	$42.83	W3"
4 (FIRST 1999 GALLONS)	$53.13	W4"
6 (FIRST 1999 GALLONS)	$63.48	NONE
EACH 1,000 GALLONS THEREAFTER UP TO 5,000 GALLONS	$4.00	
EACH 1,000 GALLONS THEREAFTER UP TO 8,000 GALLONS	$5.65	
EACH 1,000 GALLONS THEREAFTER UP TO 15,000 GALLONS	$7.15	
EACH 1,000 GALLONS THEREAFTER UP TO 25,000 GALLONS	$9.44	
EACH 1,000 GALLONS THEREAFTER (EXCLUDING SCHOOL)	$12.52	
HYDRANT RATE per 1,000 GALLONS	$27.30	HYD
SPRINKLER RATE: FIRST 2,000 GALLONS	$27.30	WSPR

SPRINKLER RATE: EACH 1,000 GALLONS THEREAFTER	$12.67	**WSPR**

RATES OUTSIDE VILLAGE LIMITS

NOTE: RATES ARE 125% OF RATES WITHIN VILLAGE LIMITS

METER SIZE (INCHES)

3/4 OR 5/8 {FIRST 1999 GALLONS)	**$34.13**	**WA**
EACH 1,000 GALLONS THEREAFTER UP TO 5,000 GALLONS	**$5.00**	
EACH 1,000 GALLONS THEREAFTER UP TO 8,000 GALLONS	**$7.06**	
EACH 1,000 GALLONS THEREAFTER UP TO 15,000 GALLONS	**$8.94**	
EACH 1,000 GALLONS THEREAFTER UP TO 25,000 GALLONS	**$11.80**	
EACH 1,000 GALLONS THEREAFTER	**$15.65**	

SEWER - ALL CUSTOMERS RESIDENTIAL

WINTER RATES: SEPTEMBER THRU APRIL

BASE RATE-FIRST 2,000 GALLONS OF WATER USAGE	**$18.11**	**SWIN**
EACH 1,000 GALLONS THEREAFTER UP TO 5,000 GALLONS	**$2.15**	
EACH 1,000 GALLONS THEREAFTER UP TO 8,000 GALLONS	**$2.51**	
EACH 1,000 GALLONS THEREAFTER	**$2.72**	

SEWER - ALL CUSTOMERS RESIDENTIAL

SUMMER RATES: MAY THRU AUGUST

BASE RATE-FIRST 2,000 GALLONS OF WATER USAGE	**$18.11**	**SSUM**
EACH 1,000 GALLONS THEREAFTER UP TO 5,000 GALLONS	**$1.43**	
EACH 1,000 GALLONS THEREAFTER UP TO 8,000 GALLONS	**$1.79**	
EACH 1,000 GALLONS THEREAFTER	**$1.86**	

TRASH

SENIOR RATE: (TO QUALIFY ALL RESIDENTS OF THE HOUSEHOLD MUST BE 65 YEARS OF AGE OR OVER)

ONE (1) BIN	$19.16	GBSN

RESIDENTIAL RATE- IN VILLAGE LIMITS

ONE (1) BIN/PER MONTH	**$25.10**	**GBRE**
EACH ADDITIONAL BIN/PER MONTH	**$21.74**	**GBRE**

RESIDENTIAL RATE - OUTSIDE VILLAGE LIMITS

ONE (1) BIN/PER MONTH	**$37.64**	**GORE**
EACH ADDITIONAL BIN/PER MONTH	**$25.10**	**GORE**

BUSINESS/COMMERCIAL RATE (ONE PICK-UP PER WEEK)

ONE (1) BIN/PER MONTH	**$27.98**	**GBC2**
TWO (2) BINS/PER MONTH	**$36.45**	**GBC2**
EACH ADDITIONAL BIN/PER MONTH	**$23.99**	**GBC+**

BUSNIESS/COMMERCIAL RATE (TWO PICK-UPS PER WEEK)

ONE (1) BIN/PER MONTH	**$34.71**	**GC2P**
TWO (2) BINS/PER MONTH	**$50.16**	**GC2P**
EACH ADDITIONAL BIN/PER MONTH	**$26.29**	**GC2+**

GOVERNMENT/SCHOOLS (TWO PICK-UPS PER WEEK)

TEN (10) BINS/PER MONTH	**$293.70**	**GBGS**
EACH ADDITIONAL BIN/PER MONTH	**$26.29**	**GBGS**

ALL WATER/SEWER/TRASH RATES WILL BE ANNUALLY REVIEWED
AND RAISED IF AN INCREASE. IS NECESSARY

ORDINANCE NO. 2026-01
VILLAGE OF MAGDALENA

APPENDIX B

DEFINITIONS:

EXISTING SERVICE AREA (ESA)

Water - The ESA for water service covers approximately 1 and 1/2 sections of land (approximately 1,000 acres). Specifically, the area includes the S 1/2 Section 22, N 1/2 Section 27, W 1/2 NW 1/4 Section 26, NW 1/4 NW 1/4 SW 1/4 Section 26, all T2S, R4W. An additional corridor which extends approximately one and one half miles east along Highway 60 is in Section 23, T2S, R4W. The majority of the residents are in the S 1/2 Section 22 and the N 1/2 Section 27.

The ground elevation within the present service area ranges from a high of approximately 6730 at the base of the 200,000 storage tank south of the Village to a low of approximately 6410 at the Trujillo well. The users east of the Trujillo well are at a ground elevation of approximately 6370. ESA does not extend to an elevation higher than the base of the 200,000 storage tank south of the Village.

Sewer - The ESA for sewer service is located throughout most of the developed areas of Magdalena, which covers approximately 1 and 1/2 sections (1,000 acres) of land.

Specifically, the service area includes parts or all of the S 1/2 Section 22, the N 1/2 Section 27, the W 1/2 NW 1/4 Section 26, the NW 1/4 NW 1/4 SW 1/4 Section 26, all in Township 2 South, Range 4 West.

Trash - The proposed service area for solid waste "collection will be the Village of Magdalena limits provided the truck can safely reach the collection point. The feasibility of collection will be determined by the Public Works Director.

TRASH & REFUSE COLLECTION AND DISPOSAL

Acceptable Trash - Any trash generated from normal household activities which is placed in a plastic bag for sanitary purposes and is not listed under the description of unacceptable trash is acceptable. Cardboard does not have to be bagged in plastic to be placed in a Village of Magdalena provided trash bin.

Unacceptable Trash - Trash should not exceed weight limit of particular container: 200 pounds for a 90 gallon container and 150 pounds for a 60 gallon container. No tires, batteries, corrosive or flammable items, toxic, medical or hazardous waste (including hypodermic needles), or building materials will be accepted in the trash bins. For information on the disposal of unacceptable trash, call the Village utility office.

Note: Acceptable and unacceptable trash definitions could change at any time due to mandates imposed on the Village of Magdalena. For the latest information, please contact the Village utility office.

PASSED, APPROVED & ADOPTED by the Village of Magdalena, Board of Trustees on this _____ day of ___________, 2026.

APPROVED:

____

Michael Thompson, Mayor

Attest:

____

Juanita Puente, Clerk/Treasurer

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
FUND 89200 APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the **State of New Mexico, Department of Cultural Affairs, New Mexico State Library Division**, (**"Department"**) or abbreviation such as "NMSL", 1209 Camino Carlos Rey, Santa Fe, NM 87507, and **Magdalena, Village of** (**"Grantee"**) on behalf of the **Magdalena Public Library**, (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it (**"Effective Date"**).

WITNESSETH

WHEREAS, in the Laws of 2024, Chapter 64, Section 10, Paragraph B(1)(a), 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, NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system;

WHEREAS, the state librarian promulgated administrative rules to govern the distribution of general obligation bonds, which are compiled as section 4.5.8 NMAC;

WHEREAS, the Grantee on behalf of a library, that is eligible for receipt of such funds because it is a local public library, as defined under section 4.5.8 NMAC that has filed an approved annual report with the Department;

WHEREAS, the Department determined the amount of the Allocation based on the criteria described in Rule 4.5.8.8 NMAC ("Distribution of Funds"); 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.

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION DATE

A. Project No. A24-I5398 (**"Project"**), 30-JUN-2029 (**"Reversion Date"**). Laws of 2024, Chapter 64, Section 10, Paragraph B(1)(a), Six Million Dollars and Zero Cents ($6,000,000.00), for equipment, library furniture, fixtures and supplemental library resource acquisitions, including print, non-print and electronic resources, collaborative library resources and information technology projects, and for the purchase and installation of broadband internet equipment and infrastructure at non-tribal public libraries statewide.

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.

B. Grantee's total reimbursements shall not exceed **Eleven Thousand One Hundred Nineteen Dollars and Five Cents** **$11,119.05** ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Zero Dollars ($0.00), which equals insert the appropriation amount minus the AIPP amount in words and dollars ("**Adjusted Appropriation Amount**").

C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I(B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 (**"Third Party Obligations"**); and

d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and

e. In the event 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:

   i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or

   ii. if no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

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

a. 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 after issuance of a Notice of Obligation by the Department.

b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.

c. 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.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B.**

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

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

A. The Grantee designates the Library Director and Fiscal Officer identified in the most recent grant application or other documentation provided to the NMSL as the Points of Contact for all matters related to this Agreement. The Grantee shall notify the NMSL in writing within ten (10) business days of any changes to these representatives or their contact information during the term of this Agreement.

B. The Department designates the person(s) listed below, or their successors, as the Points of Contact for matters related to this Agreement.

a. Department: New Mexico State Library
  i. Name: Carmelita Aragon
  ii. Title: Library Development Services Bureau Chief
  iii. Address: 1209 Camino Carlos Rey, Santa Fe, NM 87507
  iv. Email: Carmelita.Aragon@dca.nm.gov
  v. Telephone: 505-476-9740

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date (**"Early Termination"**) pursuant to Article V herein (collectively **"Term"**).

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. 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 a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. 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)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter. Quarterly reports shall be in the form required by Exhibit C, attached hereto and incorporated herein by reference.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
    i. Request additional information regarding the Project as it deems necessary and
    ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A.** Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
    i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.

ii. However, 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.

b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.

i. 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 in a shorter period than the Department may prescribe in writing.

ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.

iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or

b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date; or

c. **Ninety (90) days from the Reversion Date.**

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. 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.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. 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.
d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Départment's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restrictions, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
    a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
    b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so

throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department, in writing, of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
e. 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 and submit Requests for Payment on behalf of Grantee.
f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
g. 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 the State, any agency or body in connection with the awarding of any Third-Party Obligation.
    i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

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

B. For six (6) years following the Project's completion (**"Record Retention Period"**), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

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

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to 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:

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

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to 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:

a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with **Magdalena, Village of** and **Magdalena Public Library**, **Magdalena, Village of** and **Magdalena Public Library** may terminate this contract immediately by providing Contractor written notice of such termination.
b. In the event of termination pursuant to this paragraph, **Magdalena, Village of** and **Magdalena Public Library** liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted **Accounting Principles and the State's Model Accounting Principals** to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. 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;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
   i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
   ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance (**"SBOF"**), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
   i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
   ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
   iii. The SBOF may in the future impose further or different conditions upon the Project;
   iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
   v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
   vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

  a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
  b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, **"Publicity"** means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

   a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
   b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
   c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policymaking, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

   a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signed by:
Juanita Puente
0389B3270DB94E5...

Signature of Official with Authority to Bind Grantee

Juanita Puente

Print Name and Title of Official with Authority to Bind Grantee

8/7/2026

Date

DEPARTMENT OF CULTURAL AFFAIRS

Debra Garcia y Griego, Cabinet Secretary | Date

Greg Geisler, Division Director, CFO, Administration Services Division | Date

Max DeAzevedo, General Counsel | Date

Eli Guinnee, State Librarian | Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT A

Notice of Obligation to Reimburse Grantee # __________

DATE: ____________________________

TO: Department Representative: ____________________________, ____________________________

FROM: Grantee Entity: ____________________________

Grantee Official Representative: ____________________________

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: ____________________

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

Department Rep. Approver: ____________________________

Title: ____________________________

Signature: ____________________________

Date: ____________________________

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

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit B

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: ______
B. Address: ______
(Complete Mailing, including Suite, if applicable)
______
City, State, Zip
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: ______
F. Reversion Amount *(if applicable)*: $ 0.00
G. Grant Balance: $ 0.00
H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

______ ______
Grantee Fiscal Officer or Fiscal Agent (*if applicable*) **Grantee Representative**

______ ______
Printed Name Printed Name

Date: ______ Date: ______

(State Agency Use Only)

Vendor Code: _ **Fund No.:** ______ **PO #** ___ **Loc No.:** ______

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

______ ______
ASD Officer Date Division Grant Manager Date

Revised 7/2025

EXHIBIT C

Quarterly Reports Form and Certification

OPTIONAL EXHIBIT D
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit D** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for ensuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. **Introduction:**

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. **Definitions:**

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. **Purpose:**

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. **Use of Information:**

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. **Safeguarding Information:**

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. **Re-Disclosure of Information:**

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. **Ownership of Information:**

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

Administrative code is subject to change. Please always check for the most up-to-date version online.

GO BONDS

TITLE 4 CULTURAL RESOURCES
CHAPTER 5 STATE LIBRARY
PART 8 DISTRIBUTION OF GENERAL OBLIGATION STATE OF NEW MEXICO BOND FUNDS TO PUBLIC LIBRARIES

4.5.8.1 ISSUING AGENCY: Cultural Affairs Department - State Library Division.
[4.5.8.1 NMAC - N, 2/14/2008]

4.5.8.2 SCOPE: Local public libraries.
[4.5.8.2 NMAC - N, 2/14/2008]

4.5.8.3 STATUTORY AUTHORITY: Section 18-2-4 I NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Section 18-2-4 B NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.
[4.5.8.3 NMAC - N, 2/14/2008]

4.5.8.4 DURATION: Permanent.
[4.5.8.4 NMAC - N, 2/14/2008]

4.5.8.5 EFFECTIVE DATE: February 14, 2008 unless a later date is cited at the end of a section.
[4.5.8.5 NMAC - N, 2/14/2008]

4.5.8.6 OBJECTIVE: The objective of this rule is to describe the state of New Mexico general obligation bond funds distribution to public libraries program (hereinafter "the library bond program") and to establish criteria and procedures for distribution of the funds. The purpose of the library bond program is to provide supplemental funds for library resources when such funds are approved by the legislature and the voters in statewide elections. The library bond program funds library resources and equipment for public libraries statewide, including the rural library services of the state library.
[4.5.8.6 NMAC - N, 2/14/2008]

4.5.8.7 DEFINITIONS:

A. **"Annual report"** means the report required annually by the state library from a public library.

B. **"Authorized expenditure period"** means the period from when a purchase order is approved by the cultural affairs department until ninety (90) days prior to the ending date specified in the authorizing legislation.

C. **"Basic public library services"** means services provided by a local public library that include circulating library collections, basic reference service, and educational programs.

D. **"Equipment"** means computers, software and related peripherals; servers; thin client terminals; networks, including wireless networks; telecommunications; automation systems; and other equipment used to assist in meeting the information needs of a library's clients.

E. **"Fiscal year"** means July 1 through June 30.

F. **"Legal service area"** means the geographic area for which a public library has been established to offer services and from which the library derives income. This includes the entire service area of the local public library or library system and does not include merely the general service area of any one branch. The most recent U.S. census determines the population of the legal service area if the population figures are given separately for that area. If the census does not have a discreet population figure for the legal service area, then the state library and the library whose population is at issue shall work together to arrive at a mutually acceptable population figure. If this is not possible, the state library in its sole discretion shall determine the population for the library's legal service area.

G. **"Library resources"** means library holdings intended for public use and the tools required to make the resources usable by the public. Library resources can include books, videos, DVDs, sound recordings, electronic and digital media, and information materials accessed via the internet.

H. **"Library system"** means the agency that is legally established to provide public library service to the legal service area population. A library system may have a single outlet or more than one outlet.

I. **"Local funding authority"** means local or sovereign governments recognized by the department of finance and administration.

J. **"Local public library"** means a New Mexico organization that offers basic public library services within its legal service area and is open to the public at least fifteen (15) hours per week and a minimum of two (2) days each week.

K. **"Rural library services"** means those services provided by the state library to persons in the state who do not have access to a local public library. These services include bookmobiles and the books-by-mail service.

L. **"Supplemental funds"** means funds that are provided from sources other than the regular library budget derived from the local funding authority. Supplemental funds are not intended to replace any part, or all, of the library's regular budget.

[4.5.8.7 NMAC - N, 2/14/2008]

4.5.8.8 **DISTRIBUTION OF FUNDS:** Money from the library bond program shall be distributed in the following manner:

A. **Notification:** When the library bond program funds are approved by the voters, the state library shall send a letter of notification and acceptance agreement to all public libraries informing them of their eligibility to receive the funds and the amount of funds they are eligible to receive. The agreement must be signed and returned to the state library one-hundred twenty (120) days before the start of the authorized expenditure period. Libraries that do not return the signed agreement within the required time period shall not be eligible to receive funds. Upon receipt of the agreements, the state library shall calculate the final allocation and the libraries shall be notified of any changes within ninety (90) days before the authorized expenditure period.

B. **Allocation:** The amount allocated to eligible public libraries is dependent upon the amount of bond funds approved by the state legislature and approved by the voters in a bond election. The state library may publish and make publicly available a list showing the bond fund allocations for each eligible library.

C. **Criteria for allocation of funds:** The state librarian shall establish the amount of funds to be allocated to each eligible library system using the following criteria.

(1) Library shall be a local public library.

(2) Library shall have filed an approved annual report with the state library.

(3) Library shall return a signed agreement accepting the funds and agreeing to abide by the terms and conditions of this rule.

(4) Non-profit libraries shall have an agreement with a local funding authority to act as their fiscal agent for these funds.

(5) The library's and the local funding authority's accounting records shall be sufficient to document expenditures of library bond program money. At the sole discretion of the state library, such records may be audited annually or as needed by the state library or its designated representative.

(6) County population and the library's legal service area shall be used to determine the amount of library bond program funds that shall be allocated to each eligible library.

D. **Distribution of funds:** Money from the library bond program funds shall be distributed in the following order:

(1) library system allocation: each eligible local public library system, including rural library services facilities, shall receive a fixed allocation dependent upon the total library bond funds available;

(2) per capita allocation: remaining library bond funds shall be distributed to each county on a per capita basis using the latest U.S. census bureau estimates, as follows: (a) each library shall receive funds based upon the legal service area population and proportional credit for the unassigned population in each county; and,

(b) local public libraries that are the only local public library in their county shall receive the entire per capita allocation for the county.

E. Maintenance of effort:

(1) Library's book or materials budget shall not be reduced by the local funding authority as a result of eligibility for library bond program funds.

(2) Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program.

[4.5.8.8 NMAC - N, 2/14/2008]

4.5.8.9 SOURCE OF FUNDS: The state legislature is the sole authority for authorizing bond funding to support acquisition of library resources and equipment, including authorizing the placement of general obligation bonds on an election ballot. These library bond program funds must be approved by the voters before they are made available to libraries.

[4.5.8.9 NMAC - N, 2/14/2008]

4.5.8.10 LIMITATION ON FUNDS:

A. Library bond program funds may be approved by the state legislature only during legislative sessions convened in even numbered years. The amount of bond funds received for distribution by the state library may vary depending on the amounts approved by the state legislature and subsequently approved by the voters.

B. Notwithstanding language elsewhere in this rule, the state library may, in its sole discretion, alter the distribution amounts to reflect the actual amount of approved bond funds.

C. Funds shall be expended in the fiscal year in which they are made available, unless otherwise stated in the authorizing legislation.

[4.5.8.10 NMAC - N, 2/14/2008]

4.5.8.11 ADMINISTRATION OF FUNDS:

A. The state library shall administer the library bond program.

B. Allocated funds shall be sent on a reimbursement basis from the state library by check or electronic fund transfers to the library or local funding authority. Libraries must submit a reimbursement request form and expenditure documentation receipts for eligible expenditures prior to being reimbursed. Upon verification of the expenditure documentation receipts, the state library shall approve reimbursement.

C. Reimbursements shall be submitted in the fiscal year in which the funds were expended.

D. All requests for reimbursement shall be submitted within the authorized expenditure period.

[4.5.8.11 NMAC - N, 2/14/2008]

4.5.8.12 APPEALS:

A. In the event that library bond program funds are denied to a local library under the provisions of Subsection E of 4.5.8.8 NMAC, an appeal may be made by the local library or the local funding authority.

B. Such appeal shall be made in writing to the state librarian within ten (10) days of notification of denial of funds. The appeal should state all facts and conditions relating to the appeal.

C. The appeal shall be considered and ruled upon by the state library commission at its next regularly scheduled meeting.

[4.5.8.12 NMAC - N, 2/14/2008]

HISTORY OF 4.5.8 NMAC: [RESERVED]

State General Obligation (GO) Bond Expenditures Guidance Sheet

The 4.5.8 New Mexico Administrative Code (NMAC) governs the GO Bond distribution to Public Libraries program. GO Bond funds are intended to supplement library collections and resources and are not intended to replace any part, or all, of a library's regular operating budget or local financial support.

Under the maintenance of effort requirements in 4.5.8 NMAC, a library's book or materials budget may not be reduced by the local funding authority because the library receives GO Bond funds. If this occurs, the library will be ineligible to receive funding in the next GO Bond cycle. Receipt of GO Bond funds does not relieve the local funding authority of its responsibility to maintain financial support for the library.

Because GO Bonds are state monies, purchases made with GO Bond funds may not be counted toward the library's required local matching funds under 4.5.2 NMAC for State Grants-in-Aid eligibility.

This is not an exhaustive list of allowable and non-allowable expenditures. The New Mexico State Library (NMSL) cannot guarantee that an expenditure will be reimbursed unless the library follows the Notice of Obligation (NOO) process prior to making a purchase. If you have questions about a proposed expenditure, contact the Library Development Bureau prior to making the purchase, SL.Development@dca.nm.gov

Allowable Expenditures – State GO Bond funds ***can*** be used for:

- Library Collections
  - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
  - Processing materials, e.g., spine labels, barcodes, and other such items.
  - Non-traditional circulating/educational items may also be allowable, e.g., board games, sewing machines, cake pans, cookie cutters, etc. Such items must be in the library's catalog and accessible to patrons for checkout.

- Library Equipment
  - Technological and mechanical items that are used to deliver library services, including computers, software and related peripherals (e.g., printers, scanners, wireless routers), as well as security equipment, servers, thin client terminals, and network infrastructure (including wireless and telecommunications), automation systems, broadband internet equipment and installation, and other technology used to support patron access to information.

- Furniture
  - Movable items that support the use and functionality of the library space *for patrons*, including desks, chairs, tables, shelving, and similar furnishings.

- Fixtures
  - Items permanently attached to the library that become part of the building and support or improve the use and functionality of the space, including wall or ceiling mounted lighting, window coverings, security gates or theft detection systems, fixed study carrels attached to walls or floors, and similar fixtures.

See page 2 for Non-Allowable Expenditures

Non-Allowable Expenditures – State GO Bond funds ***cannot*** be used for:

- Library staff salaries or professional development.
- Administrative expenses or indirect costs such as budgeting, accounting, financial management, data processing, legal services, product warranties, service contracts, or maintenance contracts.
- Library programming supplies, e.g., craft materials, office supplies such as copy paper, folders, glue, etc.
- Food, giveaways, incentives, or prizes, library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies), or similar items.
- Any expenditures that do not directly support the information needs of library patrons or aren't associated with the delivery of basic library services. This includes, but is not limited to, the cost of parties, receptions, fund-raising events, other social functions, library building maintenance, library building insurance, cleaning supplies and equipment (e.g., vacuums, mops, brooms, trash cans, etc.), toilet paper, paper towels, interior/exterior paint, or similar expenditures.
- Capital improvements and construction.