

TOWN OF KIRTLAND
Town Council Regular Meeting Agenda
Council Chambers
47 RD 6500 Kirtland, NM 87417
February 14, 2023
4:30 pm

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. REGULAR MEETING

E. APPROVAL OF AGENDA

1. Approval of current agenda

F. CONSENT AGENDA

1. Approval of Meeting minutes from the 01.10.23 Town Council Meeting
2. Monthly Financials to include:
 - Town of Kirtland Financials-January
 - Valley Sanitation Financials-January

G. NEW BUSINESS

1. Final audit report-Beasley, Mitchell & Co.-via Zoom or phone call
2. Update-Fiscal Year 2022-2023 budget and supporting documents accepted and certified by LGBMS (Local Government Budget Management System)-letter to be read
3. Sewer report-Dan Flack
4. Resolution 2023-01
5. Wastewater Grant Agreement
6. Addressing update-Dan Flack
7. Farmers Mutual Ditch Project-Dan Flack
8. RD 6405 and 6411 project update-Dan Flack
9. LEPPF (Law Enforcement Protection Fund) request-Shooting Incident Reconstruction Course.
10. Discussion concerning artwork in the Town Hall
11. Discussion concerning flags on the light poles.

H. REPORTS FROM ELECTED OFFICIALS

I. COMMENTS/INPUT FROM THE GENERAL PUBLIC

(Limited to 3 minutes per person on subjects the Council has not previously discussed or taken formal action on. No formal action will be taken at the meeting.)

J. TENTATIVE CLOSED EXECUTIVE SESSION

STATE LAW

An Executive Session may be called at any time during the meeting. Pursuant to New Mexico Open Meetings Act New Mexico State Statute: § 10-15-1(H)

Subsections;

(1) Meetings pertaining to issuance, suspension, renewal or revocation of a license, except that a hearing at which evidence is offered or rebutted shall be open. All final actions on the issuance, suspension, renewal or revocation of a license shall be taken at an open meeting;

(2) Limited personnel matters; provided that for purposes of the Open Meetings Act, "limited personnel matters" means the discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation or consideration of complaints or charges against any individual public employee; provided further that this paragraph is not to be construed as to exempt final actions on personnel from being taken at open public meetings, nor does it preclude an aggrieved public employee from demanding a public hearing. Judicial candidates interviewed by any commission shall have the right to demand an open interview;

(3) Deliberations by a public body in connection with an administrative adjudicatory proceeding for purposes of this paragraph, "administrative adjudicatory proceeding" means a proceeding brought by or against a person before a public body in which individual legal rights, duties or privileges are required by law to be determined by the public body after an opportunity for a trial-type hearing. Except as otherwise provided in this section, the actual administrative adjudicatory proceeding at which evidence is offered or rebutted and any final action taken as a result of the proceeding shall occur in an open meeting;

(4) The discussion of personally identifiable information about any individual student, unless the student or the student's parent or guardian requests otherwise;

(5) Meetings for the discussion of bargaining strategy preliminary to collective bargaining negotiations between the policymaking body and a bargaining unit representing the employees of that policymaking body and collective bargaining sessions at which the policymaking body and the representatives of the collective bargaining unit are present;

(6) that portion of meetings at which a decision concerning purchases in an amount exceeding two thousand five hundred dollars (\$2,500) that can be made only from one source is discussed and that portion of meetings at which the contents of competitive sealed proposals solicited pursuant to the Procurement Code are discussed during the contract negotiation process.

(7) Meetings subject to the attorney-client privilege pertaining to threatened or pending litigation in which the public body is or may become participant;

(8) Meetings for the discussion of the purchase, acquisition or disposal of real property or water rights by the public body

K. ADJOURN

DISABILITY

The Governing Body may revise the order of the agenda items considered at this Open Meeting. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Town Clerk at the Town Hall Building located at 47 RD 6500 Kirtland, New Mexico at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.

Agenda Posted in (six) 6 Public Places:

1. Monsterslayer, 4187 US HWY 64
2. Kirtland Post Office, 4211 US HWY 64
3. Dairy Queen, 4216 US HWY 64
4. Lower Valley Water Association, 4286 US HWY 64
5. General Supply, 4345 US HWY 64
6. Kirtland Town Hall, 47 Road 6500



Town of Kirtland
Regular Town Council Meeting Minutes
47 RD 6500 Kirtland, NM 87417
January 10, 2023

Mayor Mark Duncan called the meeting to order at 4:30 pm in the Council Room at Town Hall, located at 47 RD 6500, Kirtland, New Mexico.

Brian Mack led the Pledge of Allegiance, and the Invocation was offered by Councilor, Jason Heslop.

Those present:

Mayor Mark Duncan
Mayor Pro-Tem Larry Hathaway
Councilor Jason Heslop
Councilor Alex Uhl

Clerk, Lou Ann Davis
Engineer, Dan Flack

Those absent:

Councilor Tyrone Austin

Visitors:

7 persons

Approval of Agenda:

Councilor Jason Heslop made a motion to accept the 01.10.2023 agenda as it was presented to The Council. Councilor Alex Uhl seconded the motion. Upon voice vote, the motion passed unanimously.

Consent Agenda:

The Consent Agenda consisted of the monthly financials for the Town of Kirtland for December 2022 as well as the monthly financials for Valley Sanitation for December 2022. Mayor Pro-Tem Larry Hathaway made a motion to approve the Consent Agenda as it was presented. Councilor Jason Heslop seconded the motion. Upon voice vote, the motion passed.

New Business:

- 1. Discussion with intent to pass and adopt Addressing Ordinance 2022-24. The ordinance concerns readdressing within the boundaries of the Town of Kirtland.**

Dan Flack shared information with members of The Town Council as well as the public that was in attendance concerning Addressing Ordinance 2022-24. He informed those present that this would be at least a six-month process. The question was posed by several in attendance if the proposed road names were open for public comment/input. Mayor Mark Duncan assured them that a public meeting would be held to discuss/decide the road names before they were assigned.

Councilor Alex Uhl made a motion to pass Ordinance 2022-24. Councilor Jason Heslop seconded the motion. A roll call vote was then taken with the following results...

Those voting aye:

Alex Uhl

Jason Heslop

Larry Hathaway

Those voting nay:

None

Those absent for the vote:

Tyrone Austin

Mayor Mark Duncan thereupon declared that with three Councilors having voted in favor thereof, the said motion carried, and Ordinance 2022-24 was duly passed and adopted. Clerk Lou Ann Davis will inform legal personnel of this action.

- 2. Cannabis Special Use Permit request by AlChemist LLC.**

Mayor Mark Duncan announced that he would entertain a motion to enter a Public Hearing concerning the Special Use Permit request.

Mayor Pro-Tem Larry Hathaway made a motion to enter a Public Hearing concerning the Special Use Permit for THE alChemist, LLC. Councilor Alex Uhl seconded the motion. Upon voice vote, the motion passed unanimously.

Public Hearing Concerning a Cannabis Special Use Permit for THE alChemist, LLC

Business owner, Greg Hill took the floor and started his presentation by asking The Council if they had any questions for him concerning his request to manufacture/manipulate cannabis. A good discussion then took place with many questions being asked and answered.

A special use permit is required because THE alChemist, LLC is requesting to manufacture Cannabis in a **commercial only** zoned property.

Mayor Mark Duncan announced that he would entertain a motion to close the Public Hearing if all questions had been asked and answered. Mayor Pro-Tem Larry Hathaway made a motion to close the Public Hearing. Councilor Jason Heslop seconded the motion. Upon voice vote, the motion passed unanimously and the Public Hearing was adjourned.

Once the Public Hearing was adjourned, the regular meeting of the Town Counsel reconvened.

At this time, Mayor Duncan stated that he would entertain a motion to consider the Cannabis Special Use Permit by THE alChemist, LLC. Councilor Alex Uhl made a motion to consider the Special Use Permit request for THE alChemist, LLC. When no motion was made to second the motion, the chair again asked for a second to the motion. When no second was made by the remaining members of the Town Council, Mayor Mark Duncan announced that the motion dies with no second,

3. Sewer Report-Dan Flack

Engineer Dan Flack informed the Town Council that it was a rough December for water breaks for the Sewer system. He and his crew had 3 breaks to repair, the only plus side being that there is now new pipe in the ground where those breaks occurred.

4. Discussion concerning Part-time Maintenance Employee.

The council and Dan Flack discussed the potential cost of bringing on a part-time employee to do maintenance for the town park as well as the KYA Building. It was decided that instead of following this path, that a contract with a local landscaping company would be established. This can be considered at another time in the future. There was a discussion about what scope of work is included in keeping the park watered and green in the summer months. The Water source for the park is the golf course. Mayor Duncan asked Dan Flack to compose a letter to Mike Stark concerning water loss (at the golf course) and informing The Town when this happens. Dan said that he would write the letter and get it to The Mayor to have it signed.

5. Approval of Grounds Maintenance Contract.

Two local companies responded to Dan Flack's request for bids. Those companies were: Tres Rios Holdings LLC at \$4950.00 and Billy Nuttal of Panther Landscaping at \$52,900.00.

The council discussed the options of going with either company.

Mayor Pro-Temp made a motion to extend the Grounds Maintenance Contract to Tres Rios Holdings LLC at \$4950.00. Councilor Jason Heslop seconded the motion. Upon voice vote, the motion passed unanimously. Dan Flack will inform Tres Rios Holdings, LLC.

6. Discussion concerning artwork in the Town Hall.

Mayor Mark Duncan opened the discussion by suggesting that artwork in the Town Hall is a good thing that makes the environment more welcoming to those that come to the town hall. It was decided that beautification is a good thing as the Council spoke. The Mayor then suggested that The Clerk reach out to area artists asking for pictures of artwork that would be suitable in the Town Hall. He asked that pictures and prices for the artwork be gathered so that The Council can consider the issue more definitively. The Clerk, Lou Ann Davis will reach out to local artists and bring the requested information back to The Council.

7. Discussion concerning banners on the light poles.

Clerk, Lou Ann Davis shared some interesting information that was obtained from Melinda Gomez who is with the Parks and Recreation Department for the City of

Bloomfield, NM. After considering the information, it was decided that Dan Flack should investigate regulations/permits needed by the Department of Transportation to install/maintain flags on the light poles within the Town Limits. It was also suggested to get firm prices on doing possibly only 20 poles, radiating out from the signal light on Hwy 64. A proposal will be put together for the next meeting and this will be an agenda topic for The Council Meeting in February.

8. Four Corners Economic Development donation \$500.00-approval requested.

Mayor Mark Duncan requested \$500.00 to sponsor a breakfast/meeting held by Four Corners Economic Development, INC. The Council was in agreement that much good is done by 4CED for San Juan County. Councilor Jason Heslop made a motion to donate \$500.00 to 4CED sponsoring their breakfast held on 01.10.2023. Mayor Pro-Tem seconded the motion. Upon voice vote, the motion passed unanimously. Lou Ann Davis will get a check sent.

9. New Vacuum for the Town Hall-approval requested.

The vacuum used by the Town Hall Cleaning Crew quit working and it needed to be replaced. A renewed Shark was found on Amazon for 79.99. A motion to purchase a new vacuum for the Town Hall was made by Counselor Jason Heslop. Mayor Pro-Tem Larry Hathaway seconded the motion. Upon voice vote the motion passed unanimously.

10. Discussion concerning a food bank/clothing bank for the Town of Kirtland.

Mayor Mark Duncan asked Dan Flack what estimated costs would be incurred by acquiring a 12X24 shed that could be used as a food or clothing bank. Dan answered his question and it was then understood that permits would need to be pulled and that the costs of doing such a thing would not be small. Mayor Duncan asked The Council to consider that it would be a good thing to consider doing/sponsoring in the future. The matter was tabled for now.

Reports from Elected Officials:

Larry Hathaway-nothing to share

Jason Heslop-nothing to share

Alex Uhl-nothing to share

Tyrone Austin-not in attendance

Comments/Input from the General Public:

Ross Trujillo, a member of the community, referred to previous meeting agendas and asked about several topics that were on them. These topics included: EV Chargers at the Town Park, the financial audit that was just recently completed and how The Town of Kirtland puts things/jobs out for bid. Mayor Mark Duncan answered his questions and let him know that he is welcome to ask any question at any time.

Other community members voiced again the desire to be included in the naming of the streets within the Town of Kirtland in association with Ordinance 2022-24. Mayor Mark Duncan assured them that a Town Meeting would occur when the Town was at that phase in the new addressing process.

Adjourn:

At approximately 5:40 pm Mayor Mark Duncan asked if there were any further questions or comments. There were none at that time and it was suggested that the meeting could be adjourned. Mayor Pro-Tem Larry Hathaway made a motion to adjourn the meeting. Councilor Alex Uhl seconded the motion. The meeting was adjourned at 5:41 pm.

SEAL

Larry E. Hathaway-Mayor Pro-Tem

ATTEST:

Lou Ann Davis, Town Clerk

The Town of Kirtland
Balance Sheet Compared with Budget
January 31, 2023

Page: 1

	Balance	ASSETS	Budget
Current Assets			
Suspense	\$	0.00	0.00
Cash in Bank - GF		0.00	0.00
Accounts Receivable - GF		0.00	0.00
Unrestricted Cash -Operational		2,522,791.20	0.00
Restricted Cash		0.00	0.00
Accounts Receivable		0.00	0.00
Unrestricted Cash - LEPA		0.00	0.00
Accounts Receivable		0.00	0.00
Cash in Bank - LEPA		36,120.52	0.00
Cash in Bank - Municipal Stree		55,266.20	0.00
Rest. Cash - Intergovernmental		0.00	0.00
Cash in Bank - American Rescue		151,307.00	0.00
Rest. Cash - Other Spec Rev		0.00	0.00
Cash in Bank - Capital		0.00	0.00
Total Current Assets		2,765,484.92	0.00
Property and Equipment			
Land - GF		0.00	0.00
Furniture - GF		0.00	0.00
Equipment - GF		0.00	0.00
Accumulated Depreciation - GF		0.00	0.00
Building - Capital		0.00	0.00
Total Property and Equipment		0.00	0.00
Other Assets			
Returned Check - GF		0.00	0.00
Total Other Assets		0.00	0.00
Total Assets		\$ 2,765,484.92	0.00

LIABILITIES AND CAPITAL

Current Liabilities			
Accounts Payable - GF	\$	0.00	0.00
Accrued Payroll Taxes - GF		0.00	0.00
Accrued PERA Payable - GF		0.00	0.00
Accounts Payable		225.00	0.00
Federal Withholding Payable		942.45	0.00
FICA Payable		(515.45)	0.00
Medicare Payable		358.72	0.00
SUI Payable		95.57	0.00
State Withholding Payable		888.63	0.00
PERA Payable		(1.16)	0.00
Insurance Payable		(7,589.51)	0.00
LEPA Accounts Payable		(8,879.48)	0.00
Accounts Payable - LEPA		0.00	0.00
Acct. Pay. - Intergovernmental		0.00	0.00
Acct. Pay. - Other Spec. Rev.		0.00	0.00
Accounts Payable - Capital		0.00	0.00
Total Current Liabilities		(14,475.23)	0.00

Unaudited - For Management Purposes Only

The Town of Kirtland
Balance Sheet Compared with Budget
January 31, 2023

	Balance		Budget
Long-Term Liabilities			0.00
N/P Valley Sanitation - GF	<u>0.00</u>		<u>0.00</u>
Total Long-Term Liabilities		<u>0.00</u>	<u>0.00</u>
Total Liabilities		(14,475.23)	0.00
Capital			0.00
Retained Earning - GF	1,986,088.41		0.00
Fund Balance - GF	0.00		0.00
Fund Balance	401,495.96		0.00
Change in Fund Balance	0.00		0.00
Fund Balance	0.00		0.00
Change in Fund Balance	0.00		0.00
Net Income	<u>392,375.78</u>		<u>0.00</u>
Total Capital		<u>2,779,960.15</u>	<u>0.00</u>
Total Liabilities & Capital		\$ <u><u>2,765,484.92</u></u>	<u><u>0.00</u></u>

The Town of Kirtland
Income Statement
For the Seven Months Ending January 31, 2023

	Current Month		Year to Date	
Revenues				
Fee Revenue - GF	\$ 0.00	0.00	\$ 0.00	0.00
Business License Revenue - GF	3,321,175.00	96.21	3,322,240.00	75.11
Gross Receipts Tax - GF	0.00	0.00	0.00	0.00
Fuel Tax - GF	0.00	0.00	0.00	0.00
Small Cities Assistance - GF	0.00	0.00	0.00	0.00
Municipal Environment GRT	0.00	0.00	0.00	0.00
Municipal Infrastructure GRT	0.00	0.00	423.44	0.01
Donated Property - GF	0.00	0.00	0.00	0.00
Franchise Tax	0.00	0.00	0.00	0.00
GRT - Municipal Local Option G	46,697.67	1.35	90,573.29	2.05
GRT - Municipal Infrastructure	78,733.20	2.28	854,529.79	19.32
GRT - Municipal Environmental	0.00	0.00	0.00	0.00
Gas Tax for General Purposes	0.00	0.00	0.00	0.00
GRT - Shared Municipal Eq Dist	4,284.24	0.12	27,868.44	0.63
Other Shared State Taxes	0.00	0.00	0.00	0.00
Business Licenses/Registration	0.00	0.00	2,060.76	0.05
Administrative Fees	1,095.00	0.03	3,275.00	0.07
Small Cities Assistance (TRD)	0.00	0.00	1,779.59	0.04
Law Enforcement Protec (LEPA)	0.00	0.00	8.04	0.00
Law Enforcement Protect - LEPA	0.00	0.00	45,000.00	1.02
Other State Grant	0.00	0.00	0.00	0.00
Federal - Other Revenue	0.00	0.00	0.00	0.00
Federal - American Rescue Plan	0.00	0.00	0.00	0.00
Federal - Other Revenue	0.00	0.00	75,653.50	1.71
Capital Grant Revenue	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Total Revenues	3,451,985.11	100.00	4,423,411.85	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	3,451,985.11	100.00	4,423,411.85	100.00
Expenses				
Entertainment & Meals - GF	0.00	0.00	0.00	0.00
Travel - GF	0.00	0.00	0.00	0.00
Election Costs - GF	0.00	0.00	0.00	0.00
Accounting - GF	0.00	0.00	0.00	0.00
Audit - GF	0.00	0.00	0.00	0.00
Building Rent - GF	0.00	0.00	0.00	0.00
GRT Administrative Fee - GF	0.00	0.00	0.00	0.00
Internet - GF	0.00	0.00	0.00	0.00
Legal & Professional - GF	0.00	0.00	0.00	0.00
Mileage Expense - GF	0.00	0.00	0.00	0.00
Office Supplies - GF	0.00	0.00	0.00	0.00
Operating Supplies - GF	0.00	0.00	0.00	0.00
Payroll Taxes - GF	0.00	0.00	0.00	0.00
Telephone and Internet - GF	0.00	0.00	0.00	0.00
Travel - GF	0.00	0.00	0.00	0.00
Utilities - GF	0.00	0.00	0.00	0.00
Wages - GF	0.00	0.00	0.00	0.00
PERA - GF	0.00	0.00	0.00	0.00
Workers Comp - GF	0.00	0.00	0.00	0.00
SJC-Records Technician - GF	214.22	0.01	731.71	0.02
Fire Protection - SJC - GF	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00

For Management Purposes Only

The Town of Kirtland
Income Statement
For the Seven Months Ending January 31, 2023

	Current Month		Year to Date	
One Call - GF	0.00	0.00	0.00	0.00
Police Protection - SJC - GF	0.00	0.00	0.00	0.00
Road Maintenance - SJC - GF	0.00	0.00	0.00	0.00
Street Lights - GF	0.00	0.00	0.00	0.00
Advertising - GF	0.00	0.00	0.00	0.00
Bank Charge - GF	0.00	0.00	0.00	0.00
Building Repairs - GF	0.00	0.00	0.00	0.00
Contributions - GF	0.00	0.00	700.00	0.02
Dues & Subscriptions - GF	0.00	0.00	0.00	0.00
Equipment Rent - GF	0.00	0.00	0.00	0.00
Equipment Repair - GF	0.00	0.00	0.00	0.00
Fuel - GF	(596.83)	(0.02)	(596.83)	(0.01)
Insurance - GF	0.00	0.00	0.00	0.00
Penalties and Interest - GF	0.00	0.00	0.00	0.00
Postage - GF	0.00	0.00	0.00	0.00
Vehicle Expense - GF	0.00	0.00	0.00	0.00
Red Apple Transit - GF	0.00	0.00	0.00	0.00
Travel - Council	0.00	0.00	0.00	0.00
Other Travel - Mileage	0.00	0.00	0.00	0.00
Employee Training - Council	0.00	0.00	0.00	0.00
Travel - Mayor	0.00	0.00	0.00	0.00
Other Travel - Mileage	0.00	0.00	0.00	0.00
Employee Training - Mayor	0.00	0.00	0.00	0.00
Trans. Costs - Red Apple Trans	0.00	0.00	5,997.00	0.14
Contract - Attny Fees - Copple	0.00	0.00	0.00	0.00
Contract - Attny Fees - Beckst	0.00	0.00	0.00	0.00
Contract - Attny Fees - NM Loc	226.54	0.01	2,977.35	0.07
Contract - Prof Ser - Engineer	5,031.68	0.15	19,752.74	0.45
Contract - Other - Pictometry	0.00	0.00	0.00	0.00
Contract - Other - Tech Suppor	0.00	0.00	31.16	0.00
Software	17.69	0.00	1,211.65	0.03
Supplies - General Office	79.99	0.00	1,889.10	0.04
Supplies - FF&E (Non-Capital)	0.00	0.00	0.00	0.00
Postage	126.00	0.00	246.00	0.01
Subscriptions & Dues	725.00	0.02	8,174.09	0.18
Other Costs - Bank Charges	1,020.67	0.03	6,395.72	0.14
Commit & Other Fees - GRT	596.83	0.02	6,051.09	0.14
Other Travel	0.00	0.00	0.00	0.00
Contract - Audit	7,374.06	0.21	16,029.06	0.36
Prof. Services - Accounting	129.98	0.00	7,192.33	0.16
Maint & Repairs - Building	0.00	0.00	5,013.36	0.11
Contract Services - One Call	138.00	0.00	322.00	0.01
Contract Services - Janitorial	202.65	0.01	3,640.81	0.08
Contract Services - Waste Mgt	149.17	0.00	806.83	0.02
Communication Costs	0.00	0.00	0.00	0.00
Insurance - General Liab/Prop	0.00	0.00	0.00	0.00
Rent of Equip/Machinery	0.00	0.00	0.00	0.00
Telecommunications	657.74	0.02	3,109.23	0.07
Utilities - Electricity	444.32	0.01	1,938.41	0.04
Utilities - Natural Gas	143.35	0.00	366.84	0.01
Utilities - Water	39.13	0.00	423.88	0.01
O & M - Buildings & Structures	0.00	0.00	749.52	0.02
Equipment & Machinery	0.00	0.00	0.00	0.00
Roadways/Bridges	0.00	0.00	115,304.58	2.61
St. Lighting/Traffic Sig/Signs	0.00	0.00	0.00	0.00
Election Costs	0.00	0.00	0.00	0.00
Salaries - Full-Time Positions	3,120.00	0.09	22,266.21	0.50
FICA - Regular	193.44	0.01	1,380.51	0.03

For Management Purposes Only

The Town of Kirtland
Income Statement
For the Seven Months Ending January 31, 2023

Page: 3

	Current Month		Year to Date	
FICA - Medicare	45.24	0.00	322.86	0.01
Retirement - PERA	321.36	0.01	2,043.95	0.05
Retiree Health Care	0.00	0.00	0.00	0.00
Health Insurance	0.00	0.00	500.98	0.01
Life Insurance	0.00	0.00	4.42	0.00
Dental Insurance	0.00	0.00	25.86	0.00
Vision Insurance	0.00	0.00	4.80	0.00
Disability Insurance	0.00	0.00	0.00	0.00
Unemployment Compensation	10.30	0.00	178.89	0.00
Worker's Comp Premium	0.00	0.00	0.00	0.00
Worker's Comp Employer's Fee	0.00	0.00	9.31	0.00
Travel - Clerk	0.00	0.00	2,310.56	0.05
Other Travel - Mileage	0.00	0.00	1,166.31	0.03
Contract Services - Police	19,509.38	0.57	19,509.38	0.44
Cont Serv - SJC Records Tech	4,895.00	0.14	56,299.38	1.27
Contract Services - Fire Prote	15,000.00	0.43	15,000.00	0.34
Cont Ser - Animal Pound Fees	0.00	0.00	0.00	0.00
Maint & Repairs - Grounds/Road	3,034.50	0.09	30,128.25	0.68
Contracts Services - Toilets	0.00	0.00	0.00	0.00
Buildings & Structures	0.00	0.00	0.00	0.00
Equipment & Machinery	0.00	0.00	0.00	0.00
Infrastructure	1,460.32	0.04	328,343.48	7.42
Other Operating Costs - VWSD	0.00	0.00	13,203.81	0.30
Other Operating Costs - VWSD	0.00	0.00	0.00	0.00
Other Operating Costs - FMDC	3,321,000.00	96.21	3,321,000.00	75.08
Maint- Repair-Ground-Cemetery	0.00	0.00	0.00	0.00
Supplies - Other	0.00	0.00	0.00	0.00
Equipment and Machinery	0.00	0.00	8,879.48	0.20
Operating Supplies-LEPA	0.00	0.00	0.00	0.00
Equipment >\$5,000 - LEPA	0.00	0.00	0.00	0.00
Maint & Rep - Grounds/Roadways	0.00	0.00	0.00	0.00
Grants to Subrecipients	0.00	0.00	0.00	0.00
Infrastructure	0.00	0.00	0.00	0.00
Supplies - Safety	0.00	0.00	0.00	0.00
Contract Services	0.00	0.00	0.00	0.00
Total Expenses	3,385,309.73	98.07	4,031,036.07	91.13
Net Income	\$ 66,675.38	1.93	\$ 392,375.78	8.87

Valley Water and Sanitation District
Balance Sheet
January 31, 2023

ASSETS

Current Assets		
Checking Account	\$	157,450.56
Capital Outlay - Non Current		142,582.96
Grant Receivable Unearned		(142,582.96)
Harper V. Loan - Current		10,001.50
Harper V. Loan - Noncurrent		572,837.22
Lagoons Loan - Current		1,216.00
Lagoons Loan - Noncurrent		11,135.23
		<hr/>
Total Current Assets		752,640.51
Property and Equipment		
Land		33,200.00
Land Improvements		5,839,001.00
Buildings		1,859.52
Accumulated Depreciation		(1,015,061.69)
		<hr/>
Total Property and Equipment		4,858,998.83
Other Assets		
		<hr/>
Total Other Assets		0.00
		<hr/>
Total Assets	\$	<u><u>5,611,639.34</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Harper Valley HOA Reimb	\$	(16,254.00)
Sales Tax Payable		2,451.56
		<hr/>
Total Current Liabilities		(13,802.44)
Long-Term Liabilities		
N/P Whipple Taps		9,500.00
N/P SJC Lagoons Loan		(0.40)
N/P SJC Harper Valley Loan		564,210.05
		<hr/>
Total Long-Term Liabilities		573,709.65
		<hr/>
Total Liabilities		559,907.21
Capital		
Fund Balance - Fixed Assets		6,057,119.31
Fund Balance - Operating		(951,076.50)
Net Income		(54,310.68)
		<hr/>
Total Capital		5,051,732.13
		<hr/>
Total Liabilities & Capital	\$	<u><u>5,611,639.34</u></u>

January 1, 2023
Income Statement
For the Seven Months Ending January 31, 2023

	4th Quarter 2020		Year to Date	
Revenues				
Construction/Engineering Sales	\$ 52,530.89	100.00	\$ 248,907.71	70.86
Connection/Tap Fee Sales	0.00	0.00	3,911.25	1.11
Monthly Service Sales	0.00	0.00	81,777.83	23.28
Maintenance Income	0.00	0.00	16,671.65	4.75
Total Revenues	52,530.89	100.00	351,268.44	100.00
Cost of Sales				
Engineering Costs	58,546.18	111.45	140,723.47	40.06
Service Line Construction Cost	0.00	0.00	2,134.34	0.61
Operations Maintenance Costs	0.00	0.00	29,857.30	8.50
Pre-Treatment (Chemicals)	7,641.00	14.55	59,119.41	16.83
City of Farmington Collection	8,303.39	15.81	54,062.00	15.39
Total Cost of Sales	74,490.57	141.80	285,896.52	81.39
Gross Profit	(21,959.68)	(41.80)	65,371.92	18.61
Expenses				
Billing Services	0.00	0.00	418.00	0.12
Rent or Lease Expense	0.00	0.00	6,431.00	1.83
Penalties/Interest Charged	0.00	0.00	1,197.38	0.34
System Maintenance & Repairs	0.00	0.00	18,830.01	5.36
Utilities Expense	2,413.67	4.59	16,274.40	4.63
One-Call Locate	778.00	1.48	2,066.00	0.59
Insurance Expense	3,056.00	5.82	4,628.00	1.32
Depreciation Expense	9,976.83	18.99	69,837.81	19.88
Total Expenses	16,224.50	30.89	119,682.60	34.07
Net Income	\$ (38,184.18)	(72.69)	\$ (54,310.68)	(15.46)

BRIAN S. COLÓN, ESQ. CFE
STATE AUDITOR



Liza Kerr, CPA, CISA, CIA Elena
Tercero, CPA, CGFM, CGMA
CO-DEPUTY STATE AUDITORS

State of New Mexico
Office of the State Auditor

CONSTITUENT SERVICES
(505) 476-3821

Via: Email

2/6/2023
Byron Manning, Outside Accountant
bmanning@manningacs.com
Town of Kirtland

OSA Ref No. 6195

Re: Authorization to Release 2022 Town of Kirtland Audit Report

The Office of the State Auditor (Office) received the audit report for your agency on 2/6/2023. The OSA has completed the review of the audit report required by Section 12-6-14(B) NMSA 1978 and any applicable provisions of the Audit Rule. This letter is your authorization to make the final payment to the Independent Public Accountant (IPA) who contracted with your agency to perform the financial and compliance audit. In accordance with the audit contract, the IPA is required to deliver to the agency the number of copies of the report specified in the contract.

Pursuant to Section 12-6-5 NMSA 1978, the audit report does not become a public record until five days after the date of this release letter, unless your agency has already submitted a written waiver to the OSA. Once the five-day period has expired, or upon the OSA's receipt of a written waiver:

- the OSA will send the report to the Department of Finance and Administration, the Legislative Finance Committee and other relevant oversight agencies;
- the OSA will post the report on its public website; and
- the agency and the IPA shall arrange for the IPA to present the report to the governing authority of the agency, per the Audit Rule, at a meeting held in accordance with the Open Meetings Act, if applicable.

Although no findings were reported in your report, please remember it is ultimately the responsibility of the governing authority of the agency to maintain adequate internal controls over financial reporting and compliance.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Colón", with a stylized flourish at the end.

Brian S. Colón, Esq. CFE
State Auditor

cc. Beasley, Mitchell & Co., LLP

2540 Camino Edward Ortiz, Suite A, Santa Fe, New Mexico 87507
Phone (505) 476-3800 * Fax (505) 827-3512
www.osanm.org * 1-866-OSA-FRAUD



New Mexico
Department of Finance
and Administration

407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985

Governor Michelle Lujan Grisham
Cabinet Secretary Designate Wayne Propst

Local Government Division

January 13, 2023

The Honorable Mark Duncan
Town of Kirtland
PO Box 1887
Kirtland NM 87147-1887

Dear Mayor Duncan:

This letter is to acknowledge that the City of Kirtland has submitted their 4th Quarter and a complete Fiscal Year 2022-2023 budget and supporting documents on the Local Government Budget Management System (LGBMS) as required by the Local Government Division (Division).

On September 6, 2022, the Division granted a "conditional certification" of the City of Kirtland's 4th Quarter and final Fiscal Year 2022-2023 budget because incomplete data had been submitted on LGBMS which is the Division's prescribed format pursuant to Section 6-6-K NMSA 1978. As the City of Kirtland is now in compliance with the LGBMS submission requirement, the Division grants the City of Kirtland's Fiscal Year 2022-2023 final budget "full certification".

The Division recommends that this change in budget approval status from "conditional certification" to "full certification" be made a part of the minutes of the next council meeting as stated in Section 6-6-5 NMSA 1978.

If you have questions regarding this matter, please call Sherri Green of my staff at 505-629-8102, or via email at shirleyt.green@dfa.nm.gov.

Sincerely,

Cordelia Chavez

Cordelia Chavez
Local Government Division

xc: File

FINANCIAL QUARTERLY REPORT ANALYSIS

ENTITY NAME: City of Kirtland
ANALYST NAME: Sherri Green
Date Received: 10/29/2021
Date Checked: 11/5/2021
CHIEF Review: BLSG 11/9/2021

QUARTER: 1st ☒ 2nd ☐ 3rd ☐ 4th ☐

Action Taken:

☐ None required
☒ E-Mail (attach)
☐ Letter (attach)
☐ Conference Call/Site Visit
☐ LGBMS Comments

KEY ISSUES/COMMENTS:

FY2020 Audit Finding consists of Unmodified Opinion with 1 finding.

ITEMS TO REVIEW:

RECAP Page

Cash Balances

☒ Verify Ending Cash Balances are NOT in deficit
DEFICIT Cash triggers MONTHLY REPORTING requirement.

Comments: ok

Investments

☒ Review Investment Schedule ties to recap totals.

Comments: ok

☒ Verify investment activity(reduction or increase) and follow-up with entity.

Comments: ok

Transfers

☒ Verify Total Transfers net to zero.
LGBMS flags as "Error" but will allow submittal.

Comments: ok

☒ Verify Transfers do NOT exceed budget authority.

Comments: ok

Adjustments

☒ Review Adjustment Supporting Schedule ties to recap totals.

Comments: ok

DETAILED Report

Percentages of Budget vs. Actuals

☒ Verify percentage of Budget vs Actuals are within reason per qtr.
 (i.e. 25% for 1st quarter, 50% for 2nd quarter, etc.)

Comments: ok

Expenditures

☒ Verify Expenditures do NOT exceed budget authority.

Comments: ok

Other General Fund Major Revenue Sources

Verify actuals are in line with budget

☐ Property Taxes (Current, delinquent, etc.)
☒ Small Cities Distribution
☐ LEPP Distribution
☐ Legislative Appropriations

Comments: Kirtland has not imposed an operational mill levy. Small Cities Assistance is good. Kirtland's operating budget is dependent on Small Cities Assistance 9%.

Percentage of Variance of Adjusted Budget vs. Actuals:

	Revenues	Expenditures
GENERAL FUND	23.21%	12.02%

Comments: ok

GRT Analysis: Variance Entity Actuals/TRD(python report)

☒ Customize PYTHON REPORT for variance comparisons

Comments: Where are you reporting CMP and ITG in LGBMS.

FINANCIAL QUARTERLY REPORT ANALYSIS

ENTITY NAME:	City of Kirtland
ANALYST NAME:	Sherri Green
Date Received:	1/28/2022
Date Checked:	2/3/2022
CHIEF Review:	BLSG 2/8/2022

QUARTER:

1 st	
2 nd	X
3 rd	
4 th	

Mid-year supporting documentation received?

Audit review

Action Taken:

	None required
X	E-Mail (attach)
	Letter (attach)
	Conference Call/Site Visit
	LGBMS Comments

KEY ISSUES/COMMENTS:

Audit has not been submitted to OSA.

-
-
-
-

ITEMS TO REVIEW:

RECAP Page

Cash Balances

X	Verify Ending Cash Balances are NOT in deficit DEFICIT Cash triggers MONTHLY REPORTING requirement.
---	--

Comments:

ok

Investments

X	Review Investment Schedule ties to recap totals.
---	--

Comments:

ok

X	Verify investment activity(reduction or increase) and follow-up with entity.
---	--

Comments:

ok

Transfers

X	Verify Total Transfers net to zero. LGBMS flags as "Error" but will allow submittal.
---	---

Comments:

ok

X	Verify Transfers do NOT exceed budget authority.
---	--

Comments:

ok

Adjustments

X	Review Adjustment Supporting Schedule ties to recap totals.
---	---

Comments:

ok

DETAILED Report

Percentages of Budget vs. Actuals

☒ Verify percentage of Budget vs Actuals are within reason per qtr.
(i.e. 25% for 1st quarter, 50% for 2nd quarter, etc.)

Comments: ok

Expenditures

☒ Verify Expenditures do NOT exceed budget authority.

Comments: ok

Other General Fund Major Revenue Sources

Verify actuals are in line with budget

☐ Property Taxes (Current, delinquent, etc.)
☒ Small Cities Distribution
☐ LEPP Distribution
☐ Legislative Appropriations

Comments: Kirtland has not imposed on operational mill levy. Small Cities Assistance is good.

Percentage of Variance of Adjusted Budget vs. Actuals:

	Revenues	Expenditures
GENERAL FUND	57.75%	24.54%

Comments: ok

GRT Analysis: Variance Entity Actuals/TRD(python report)

☒ Customize PYTHON REPORT for variance comparisons

Comments: ok

FINANCIAL QUARTERLY REPORT ANALYSIS

ENTITY NAME:	Town of Kirtland
ANALYST NAME:	Sherri Green
Date Received:	4/28/2022
Date Checked:	5/11/2022
CHIEF Review:	BLSG 5/12/2022

QUARTER:

1 st	
2 nd	
3 rd	X
4 th	

	Audit Review
	Audit Letter

Action Taken:

	None required
X	E-Mail (attach)
	Letter (attach)
	Conference Call/Site Visit
	LGBMS Comments

KEY ISSUES/COMMENTS:

FY2021 Audit consists of Unmodified Opinion with 1 finding.

ITEMS TO REVIEW:

RECAP Page

Cash Balances

X	Verify Ending Cash Balances are NOT in deficit DEFICIT Cash triggers MONTHLY REPORTING requirement.
---	--

Comments: ok

Investments

X	Review Investment Schedule ties to recap totals.
---	--

Comments: ok

X	Verify investment activity(reduction or increase) and follow-up with entity.
---	--

Comments: ok

Transfers

X	Verify Total Transfers net to zero. LGBMS flags as "Error" but will allow submittal.
---	---

Comments: ok

X	Verify Transfers do NOT exceed budget authority.
---	--

Comments: ok

Adjustments

X	Review Adjustment Supporting Schedule ties to recap totals.
---	---

Comments: ok

DETAILED Report

Percentages of Budget vs. Actuals

☒ Verify percentage of Budget vs Actuals are within reason per qtr.
(i.e. 25% for 1st quarter, 50% for 2nd quarter, etc.)

Comments: ok

Expenditures

☒ Verify Expenditures do NOT exceed budget authority.

Comments: ok

Other General Fund Major Revenue Sources

Verify actuals are in line with budget

<input type="checkbox"/>	Property Taxes (Current, delinquent, etc.)
<input checked="" type="checkbox"/>	Small Cities Distribution
<input checked="" type="checkbox"/>	LEPF Distribution
<input type="checkbox"/>	Legislative Appropriations

Comments: LEPF is only 23%. A carryover will be required if fund is not expended by 4th Quarter. Kirtland has not imposed an operational mill levy. Small Cities Assistance is good. Kirtland's operating budget is dependent on Small Cities Assistance 9%.

Percentage of Variance of Adjusted Budget vs. Actuals:

	Revenues	Expenditures
GENERAL FUND	103.33%	28.72%

74.61%

Comments: ok

For 3rd quarter review:

3rd quarter General Fund Actuals

Comments:

Revenues	Transfers	Expenditures	Balance	Variance	Beginning Cash B	Adjustments	#of yrs until cash depleted
\$1,090,085	\$0	\$518,866	\$571,218	110%	\$1,364,127	\$0	0.42

GRT Analysis: Variance Entity Actuals/TRD(python report)

☒ Customize PYTHON REPORT for variance comparisons

Comments: ok

FINANCIAL QUARTERLY REPORT ANALYSIS

ENTITY NAME:	City of Kirtland	
ANALYST NAME:	Sherri Green	
Date Received:	1/12/2022	
Date Checked:	1/12/2022	
CHIEF Review:	1/9/2023 CVC	

QUARTER:

1 st	
2 nd	
3 rd	
4 th	X

X	YTD Actuals from Entity system ties to LGMBS
X	Q4 Resolution received

Action Taken:

	None required
X	E-Mail (attach)
	Letter (attach)
	Conference Call/Site Visit
	LGBMS Comments

KEY ISSUES/COMMENTS:

FY2021 Audit consists of Unmodified Opinion with 1 finding.

-
-
-
-

ITEMS TO REVIEW:

RECAP Page

Cash Balances

X	Verify Ending Cash Balances are NOT in deficit DEFICIT Cash triggers MONTHLY REPORTING requirement.
---	--

Comments: Cash Balances not in deficit.

Investments

X	Review Investment Schedule ties to recap totals.
---	--

Comments: N/A

X	Verify investment activity(reduction or increase) and follow-up with entity.
---	--

Comments: N/A

Transfers

X	Verify Total Transfers net to zero. LGBMS flags as "Error" but will allow submittal.
---	---

Comments: N/A

X	Verify Transfers do NOT exceed budget authority.
---	--

Comments: N/A

Adjustments

X	Review Adjustment Supporting Schedule ties to recap totals.
---	---

Comments: N/A

DETAILED Report

Percentages of Budget vs. Actuals

- ☒ Verify percentage of Budget vs Actuals are within reason per qtr.
(i.e. 25% for 1st quarter, 50% for 2nd quarter, etc.)

Comments: Percentages are good.

Expenditures

- ☒ Verify Expenditures do NOT exceed budget authority.

Comments: Expenditures are good.

Other General Fund Major Revenue Sources

Verify actuals are in line with budget

- ☐ Property Taxes (Current, delinquent, etc.)
☒ Small Cities Distribution
☐ LEPF Distribution
☐ Legislative Appropriations

Comments: Kirtland has not imposed an operational mill levy. Small Cities Assistance is good. Small Cities Assistance is good.

Percentage of Variance of Adjusted Budget vs. Actuals:

	Revenues	Expenditures
GENERAL FUND	132.14%	41.57%

Comments: General Fund and other funds look good.

GRT Analysis: Variance Entity Actuals/TRD(python report)

- ☒ Customize PYTHON REPORT for variance comparisons

Comments: GRT reconciles.

**TOWN OF KIRTLAND
RESOLUTION NO: 2023-01**

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

Whereas, the Town Council of the Town Of Kirtland, San Juan County New Mexico desires to enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as Project Number SAP 22-G2380-STB

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Town of Kirtland: that Mark Duncan, Mayor of the Town of Kirtland, or his successor is authorized to sign the Grant Agreement for this project; and

BE IT FURTHER RESOLVED that: Mark Duncan, Mayor of the Town of Kirtland, or his successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and Notice of Obligations (NOO)) and to act as the project contact; and

BE IT FURTHER RESOLVED that: Larry . Hathaway, Mayor *pro tem* of the Town of Kirtland is hereby named successor to Mayor Mark Duncan and is empowered to sign all documents and act as OFFICIAL REPRESENTATIVE in the absence of Mayor Duncan; and

BE IT FURTHER RESOLVED that: Dan Flack, or his successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

PASSED, APPROVED, AND ADOPTED this 14th day of February, 2023.

APPROVED:

Larry E. Hathaway, Mayo *pro tem* for
Mark Duncan
Mayor, Town of Kirtland

ATTEST:

Lou Ann Davis
Town Clerk, Town of Kirtland

(SEAL)

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
CAPITAL APPROPRIATION PROJECT
KIRTLAND VALLEY WSD WASTEWATER SYS IMPROVE
SAP 22-G2380-STB**

THIS AGREEMENT is made and entered into as of this 14th day of February, 2023, by and between the New Mexico Environment Department hereinafter called the "Department" or "NMED", and Kirtland hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 22, Paragraph 79, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

**SAP 22-G2380-STB (\$100,000.00) APPROPRIATION REVERSION DATE: June 30, 2026
Laws of 2022 Chapter 53, Section 22, Paragraph 79, One Hundred Thousand Dollars (\$100,000.00):**

to acquire rights of way and to plan, design and construct wastewater system improvements for the Kirtland Valley water and sanitation district in San Juan County

The Grantee's total reimbursements shall not exceed One Hundred Thousand Dollars (\$100,000.00) minus the allocation for Art in Public Places¹, if applicable, No Dollars (\$0.00) which equals One Hundred Thousand Dollars (\$100,000.00) (the "Adjusted Appropriation Amount").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

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

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

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

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

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

Email: bertha.aragon@state.nm.us
Telephone: 505-670-3615

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

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

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

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

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

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

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS: REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

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

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

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

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

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

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

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

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Authorization Page

KIRTLAND VALLEY WSD WASTEWATER SYS IMPROVE SAP 22-G2380-STB

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

GRANTEE

Signature of Official with Authority to Bind Grantee

Town of Kirtland

Entity Name

By: Larry E. Hathaway
(Type or Print Name)

Its: Mayor pro tem
(Type or Print Title)

02/14/2023
Date

NEW MEXICO ENVIRONMENT DEPARTMENT

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

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

I. Grantee Information		II. Payment Computation	
A. Grantee: Kirtland		A. Payment Request No.	
B. Address: PO Box 1887, Kirtland, NM 87417		B. Grant Amount: \$100,000.00	
		C. AIPP Amount (if Applicable): \$0.00	
		D. Funds Requested to Date:	
C. Phone No: 505.598.4160		E. Amount Requested this Payment:	
D. Grant No: SAP 22-G2380-STB		F. Reversion Amount (if Applicable):	
E. Project Title: KIRTLAND VALLEY WSD WASTEWATER SYS IMPROVE		G. Grant Balance:	
F. Grant Expiration Date: 6/30/2026		H. ___GF ___GOB ___STB (attach wire if first draw)	
		I. ___Final Request for Payment (if Applicable)	
III. Fiscal Year:			
(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)			
IV. <input style="width: 40px; height: 20px; border: 1px solid black;" type="checkbox"/>		Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.	
V. <input style="width: 40px; height: 20px; border: 1px solid black;" type="checkbox"/>		Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.	
Grantee Fiscal Officer or Fiscal Agent (if Applicable):		Grantee Representative:	
Printed Name:		Printed Name: Larry E. Hathaway	
Date:		Date: 02.14.2023	
(State Agency Use Only)			
Vendor Code			
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division (SAP PA) Fiscal Officer/ Date:		Division (CPB) Project Manager/Date:	

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

Notice of Obligation to Reimburse Grantee [# 1]

DATE: 02/14/2023

TO: Department Representative: Eric Gartner
FROM: Grantee: Kirtland

Grantee Official Representative: [Larry E. Hathaway]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: SAP 22-G2380-STB
Grant Termination Date: June 30, 2026

As the designated representative of the Department for Grant Agreement number SAP 22-G2380-STB entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following Third-Party obligation executed, in writing, by the Third-Party's authorized representative:

Vendor or Contractor: []

Third-Party Obligation Amount: []

Vendor or Contractor: []

Third-Party Obligation Amount: []

Vendor or Contractor: []

Third-Party Obligation Amount: []

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

Grant Amount (Minus AIPP if applicable): []

The Amount of this Notice of Obligation: []

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

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

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

Department Rep. Approver: []

Title: []

Signature: []

Date: []

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

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

PROJECT DESCRIPTION

NAME OF GRANTEE: Kirtland

PROJECT NO: SAP 22-G2380-STB

The GRANTEE agrees to accomplish the project as described below:

to acquire rights of way and to plan, design and construct wastewater system improvements for the Kirtland Valley water and sanitation district in San Juan county

Signature and Date Grantee

Signature and Date CPB Project Manager

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

ARTICLE 1 REVIEW

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

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

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

ARTICLE 2 NMED OVERSIGHT

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

ARTICLE 3 CLOSEOUT

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

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

NMED Attachment C
NMED Contact Information Sheet
Project Number SAP 22-G2380-STB
Grantee Kirtland

Project Manager: Eric Gartner
Project Manager Address: 121 Tijeras Ave NE, Ste 1000
Albuquerque, NM 87102
Phone: 505-670-3643
Email: eric.gartner@state.nm.us

Project Administration: Bertha Aragon
Project Admin Address: 1190 St. Francis Drive S-2072
Santa Fe, NM 87502
Phone: 505-670-3615
Email: bertha.aragon@state.nm.us

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

**NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU**

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

A. NAME OF ENTITY

C. DISBURSEMENT REQUEST NUMBER

B. PROJECT NUMBER

D. GRANT AMOUNT

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees							\$ -	\$ -
Other Professional							\$ -	\$ -
Service Fees							\$ -	\$ -
Inspection Fees							\$ -	\$ -
Property Acquisition							\$ -	\$ -
Construction Cost							\$ -	\$ -
Planning Cost							\$ -	\$ -
Equipment							\$ -	\$ -
Other Costs (specify)							\$ -	\$ -
Contingencies							\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Article IX.A. (ii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.

Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Signature of Authorized Official:

Typed or Printed Name:

Phone:

Date:

X

NMED Attachment E
New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
Project SAP 22-G2380-STB
Grantee Kirtland
Payment Request No_____

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

Official Representative, Signed Name, Printed Name, Date

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

Resolution Number

Whereas, the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as Project Number SAP

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

(Name), Mayor/ Chairperson / Director / Officer, or successor is authorized to sign the Grant Agreement for this project, and

(Authorized Officer Name), (Authorized Officer Title), (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and Notice of Obligations (NOO)) and to act as the project contact, and

(Designated Agent or Employee Name), (Title), or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

PASSED, APPROVED, AND ADOPTED: ____.

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

(Signature)

Date

(SEAL)

ATTEST:

(Municipal Clerk)

Name of Grantee: Town of Kirtland **Project Number:** SAP 22-G2380-STB
Current Authorized Signatures (submit with Signature Resolution; update when necessary)

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

LEPF (Law Enforcement Protection Fund)		
Beginning Balance		\$45,000.00
	transaction	new balance
Computers	\$8,879.48	\$36,120.52
Razor /trailer	\$23,237.00	\$12,883.52
porposed training	\$10,010.00	\$2,873.52

Bevel,
Gardner
& Associates Inc.

A forensic education and consulting group.

SHOOTING INCIDENT RECONSTRUCTION



HOSTED BY:

San Juan County Sheriff's Office

June 5-9, 2023

COURSE INSTRUCTORS

Jonathyn "Jon" Priest is a thirty-one year veteran of the Denver Police Department in Colorado. He has over twenty-seven years of experience investigating thousands of criminal incidents of violence as a detective, supervisor, and command officer. He is a Court recognized expert in Colorado District Courts and U.S. Federal Courts in bloodstain pattern interpretation, crime scene and shooting incident reconstruction, death investigation, and major case management. In addition to criminal testimony, he testifies and consults in civil cases in the area of death investigation and major case management. He has extensive background in the area of death investigation and officer-involved critical incident investigation. Jon developed the Denver Police Department's investigation protocol and training curriculum in the area of death investigation, officer-involved critical incidents, and interview and interrogation. He also has a great deal of experience in the area of video documentation of criminal incidents. He trains law enforcement officers on a state and national level in these disciplines. He regularly consults with the District Attorney for the Second Judicial District as well as the Denver City Attorney in the area of criminal investigation. He is a member of the following professional organizations:

Association for Crime Scene Reconstruction (ACSR)
International Association of Blood Stain Pattern Analysts (IABPA)
International Association for Identification (IAI)
Rocky Mountain Association of Bloodstain Pattern Analysts (RMABPA)
International Homicide Investigators Association (IHIA)
The American College of Forensic Examiners (ACFEI)

He has a certification from the International Association for Identification (IAI) as a Bloodstain Pattern Examiner (CBPE), a certification from the American College of Forensic Examiners (ACFEI) as a medical investigator (CMI-III), and is a board member of the Association for Crime Scene Reconstruction (ACSR).

Bevel,
Gardner
& Associates Inc.

A forensic education and consulting group.

The Bevel, Gardner & Associates staff:

President:
Tom Bevel

Vice President:
Ross M. Gardner

Partners:
Tom "Grif" Griffin
Craig Gravel
Jonathyn Priest

Associates:
Kim Duddy
Ken Martin
David Dustin

MAILING ADDRESS

7601 Sunset Sail Ave. • Edmond, OK 73034

CORPORATE

bevelgardner@cox.net • 405-447-4469

TRAINING COORDINATOR

rcgravel@bevelgardner.com • 405-706-8489



REGISTER

ONLINE: www.BEVELGARDNER.com
PHONE: Craig at 405-706-8489

PURPOSE:

- > This course provides the experienced detective or crime scene investigator with the skills necessary to analyze and reconstruct shooting incidents.
- > Students are taught to recognize and properly document the unique attributes of a shooting scene. Through a series of classes, laboratories and practical exercises, students will learn to interpret the dynamic relationship between the scene, evidence, and victim(s) injuries.
- > Methodology and techniques needed to properly analyze and reconstruct the scene are emphasized. Students will be able to apply these skills to determine position of shooter(s), victim(s), and critical evidence, and to determine sequence of events.
- > These skills may be employed during active investigations to determine the likely sequence of events, position of participants and to analyze victim, witness and shooter statements to determine veracity and develop investigative leads. Additionally a formal reconstruction may be developed as a basis for testimony during criminal or civil judicial proceedings.

ABOUT

- > This 40 hour training program includes lecture, student centered learning activities, laboratories, practical exercises, and a final examination.
- > The evaluation of physical evidence associated with shooting scenes in an attempt to limit shooter and victim positions. This effort is an integral part of crime scene analysis, but due to the nuances involved, it is presented in a detailed one week course designed to take the student from novice to competent analyst and ultimately to expert status.

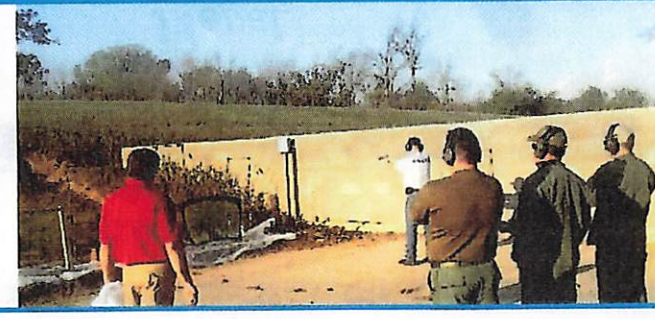
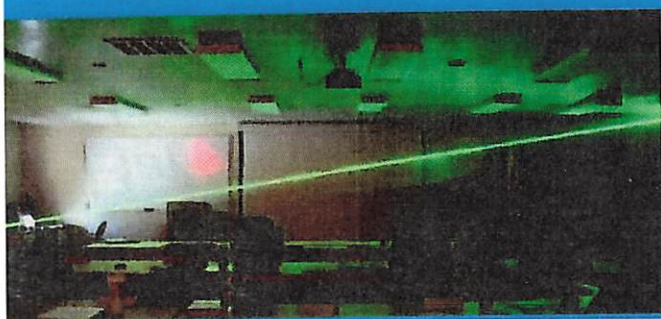
TOPICS:

- > Firearms and Ammunition Design and Nomenclature
- > Projectile Trajectories and Bullet Stability
- > Wound Dynamics: Rifled Projectile Wounds
- > Wound Dynamics: Shotgun Projectile Wounds
- > Wound Dynamics Laboratory
- > Computation of Projectile Trajectories
- > Computation of Projectile Trajectory Laboratory
- > Unusual Surfaces and Ricochet Laboratory
- > The Scientific Method
- > Scientific Method as it Applies to Experiment Design
- > Reconstruction Analysis Methodology
- > Original Experimentation Laboratory
- > Shooting Incident Reconstruction Practical Exercise

REGISTER

ONLINE: www.BEVELGARDNER.com
PHONE: Craig at 405-706-8489

Recommended hotels for each class location are listed online at www.bevelgardner.com/calendar.



Flag purchasing/installation project ESTIMATE	
NMDOT Permit	\$2,000.00
Rental of a lift	\$1,500.00
labor (DTF Engineering)	\$6500.00-\$7000.00
Flags-poles	\$1290.00-\$2527.20+ shipping
	\$11290.00-\$13027.2+shipping

Street Décor, INC., 10580 N. McCarran Blvd. #115-388, Reno, NV 89530				
Bob Berlemann 888-891-7680 bob@streetdecor.com~www.streetdecor.com				
part number	quantity	description	unit price	total price
10005	20	3X5 Endura-Nylon US Flag, embroidered stars, sewn stripes	\$28.00	\$560.00
324100	20	6'Aluminium Anti -Furl Rotating Pole	\$23.00	\$460.00
310068	20	Flag bracket for light pole, 1" silver	\$9.50	\$190.00
	20	Bands to attach flag bracket to pole	\$4.00	\$80.00
		TOTAL for 20		\$1,290.00
10005	25	3X5 Endura-Nylon US Flag, embroidered stars, sewn stripes	\$28.00	\$700.00
324100	25	6'Aluminium Anti -Furl Rotating Pole	\$23.00	\$575.00
310068	25	Flag bracket for light pole, 1" silver	\$9.50	\$237.50
	25	Bands to attach flag bracket to pole	\$4.00	\$100.00
		TOTAL for 25		\$1,612.50
10005	30	3X5 Endura-Nylon US Flag, embroidered stars, sewn stripes	\$28.00	\$840.00
324100	30	6'Aluminium Anti -Furl Rotating Pole	\$23.00	\$690.00
310068	30	Flag bracket for light pole, 1" silver	\$9.50	\$285.00
	30	Bands to attach flag bracket to pole	\$4.00	\$120.00
		TOTAL for 30		\$1,935.00
		Quote received 01.23.23		
		price does not include shipping		

Street Decor, Inc.

10580 N. McCARRAN BLVD. #115-388
RENO, NV 89503

P: 88

QUOTATION

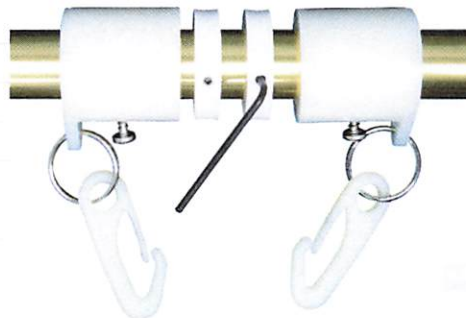
Town of Kirtland
LouAnn Davis
47 Rd 6500
Kirtland, NM 87417

DATE
SHIP BY:
MUST HAVE BY:

January 20, 2023

Part Number	Quantity	Description
#010005	20	3x5 Endura-Nylon US Flag, embroidered stars, sewn stripes
#324100	20	6' Aluminium Anti-Furl Rotating Pole
#310068	20	Flag bracket for light pole, 1" silver
	20	Bands to attach flag bracket to pole
Plus shipping		
#010005	25	3x5 Endura-Nylon US Flag, embroidered stars, sewn stripes
#324100	25	6' Aluminium Anti-Furl Rotating Pole
#310068	25	Flag bracket for light pole, 1" silver
	25	Bands to attach flag bracket to pole
Plus shipping		
#010005	30	3x5 Endura-Nylon US Flag, embroidered stars, sewn stripes
#324100	30	6' Aluminium Anti-Furl Rotating Pole
#310068	30	Flag bracket for light pole, 1" silver
	30	Bands to attach flag bracket to pole

Plus shipping



38-891-7680 • F: 775-746-2647

486

unit price	extension
\$28.00	\$560.00
\$23.00	\$460.00
\$9.50	\$190.00
\$4.00	\$80.00
	\$1,290.00
\$28.00	\$700.00
\$23.00	\$575.00
\$9.50	\$237.50
\$4.00	\$100.00
	\$1,612.50
\$28.00	\$840.00
\$23.00	\$690.00
\$9.50	\$285.00
\$4.00	\$120.00
	\$1,935.00



Carrot-Top Industries Inc., 328 Elizabeth Brady Road, Hillsborough, NM 27278				
Quote #Q57159 Wanda Raynor, wanda@carrot-top.com				
Part number	quantity	description	unit price	total price
AA130	20	3X5 Nylon US Flag	\$34.25	\$685.00
AC8122SL	20	6' Silver Aluminum Spinning outrigger flagpole w/silver ball top	\$26.50	\$530.00
AC810	20	Multi-purpose holder with thumbscrew	\$14.99	\$299.80
AC805	20	Stainless steel band-40' length	\$8.25	\$165.00
		subtotal		\$1,679.80
AA130	25	3X5 Nylon US Flag	\$34.25	\$856.25
AC8122SL	25	6' Silver Aluminum Spinning outrigger flagpole w/silver ball top	\$26.50	\$662.50
AC810	25	Multi-purpose holder with thumbscrew	\$14.99	\$374.75
AC805	25	Stainless steel band-40' length	\$8.25	\$206.25
		subtotal		\$2,099.75
		shipping		\$135.41
		total		\$2,235.16
AA130	30	3X5 Nylon US Flag	\$34.25	\$1,035.00
AC8122SL	30	6' Silver Aluminum Spinning outrigger flagpole w/silver ball top	\$26.50	\$795.00
AC810	30	Multi-purpose holder with thumbscrew	\$14.99	\$449.70
AC805	30	Stainless steel band-40' length	\$8.25	\$247.50
		subtotal		\$2,527.20
		Shipping would be added to all subtotals		
		quote received 01.25.23		



Carrot-Top Industries, Inc.
328 Elizabeth Brady Road
Hillsborough NC 27278
United States

Quote

#Q57159

1/25/2023

Bill To
Town Kirtland
Po Box 1887
KIRTLAND NM 87417-1887
United States

Ship To
Town Of Kirtland
47 Road 6500
Kirtland NM 87417-1887
United States

Expires	Sales Rep	Shipping Method
2/24/2023	Wanda Raynor	UPS® Ground

Quantity	Item	Options	Rate	Amount
25	AA130 3X5' NYLON US FLAG		\$34.25	\$856.25
25	AC8122SL 6' Silver Aluminum Spinning Outrigger Flagpole W/ Silver Ball Top	Flag Pole Color: Silver Finish Pole Height: 6'	\$26.50	\$662.50
25	AC810 MULTI-PURPOSE HOLDER WITH THUMBSCREW		\$14.99	\$374.75
25	AC805 STAINLESS STEEL BAND- 40" LENGTH		\$8.25	\$206.25

Subtotal	\$2,099.75
Shipping Cost	\$135.41
Discount	
Tax Total (%)	\$0.00
Total	\$2,235.16



Q57159