

Department of Finance & Administration Capital Outlay



DFA Approach to Capital



New Mexico
Department of Finance
and Administration



Agenda

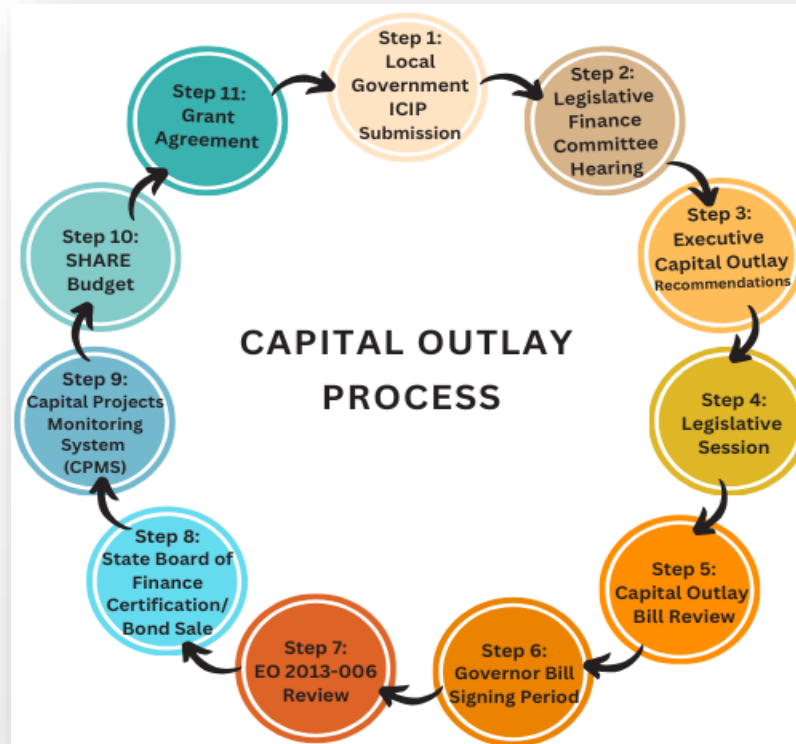
- **Infrastructure Capital Improvement Plan (ICIP)**
- **Capital Outlay Request Process**
- **Legislative Session**
- **Pre-Grant/IGA Criteria**
- **Administering Capital Outlay**



New Mexico
Department of Finance
and Administration



Capital Outlay Summary





What is Capital Outlay?

Definitions

- **Capital outlay includes but is not limited to:**
 - Equipment that is properly chargeable to a capital account and has a useful life of ten years or more;
 - Major renovations or repairs;
 - Acquisitions of existing assets;
 - Plan and design;
 - New building construction;
 - Non-structural improvements to land (grading, leveling, drainage and landscaping)
 - Construction of roadways, fences, ditches, and sanitary sewers.



Capital Outlay Request Process

Online Capital Outlay Request Forms/Links can be found on the Department of Finance & Administration (DFA), the Governor's Office (GOV) and Legislative Counsel Service (LCS) websites.

1st Step is to request capital outlay from LCS:

- Complete the request form and have Legislator(s) sponsor the request (full or partial).
- LCS staff may assist in obtaining Legislator(s) approval, if needed.
- Once complete and submitted, the request will be assigned a LCS ID.
- LCS forms were due December 13, 2024, likely a similar due date for 2025 requests.





Capital Outlay Request Process



2nd Step is to request capital outlay from GOV:

- Complete the request form (must include LCS ID).
- Data from ICIP can be pulled in, if governmental entity has submitted ICIP.
- LCS forms were due December 20, 2024, likely a similar due date for 2025 requests.

Compiling the requests made to LCS and GOV (total request amount exceeds available budget).

- Collecting them electronically allows for:
 - More accessibility and ease of use.
 - Better data collected overall, as some fields are required.
 - Ability to cross compare and analyze requests for policy priorities, project readiness, legal issues.





Capital Outlay Reauthorization Requests

Typical Reasons for Reauthorization Requests

- Change in scope of work / authorizing language
- Extension of time
- Assigned to incorrect grantee / state agency

Forms are available on LCS website:

https://www.nmlegis.gov/Publications/Capital_Outlay/capital_outlay_reauth_form.pdf

- Reauthorization request forms require a sponsor's signature before being submitted to LCS.
- Reauthorization request forms were due by 3:00 pm on Thursday, February 13, 2025.

Reauthorization requests have been increasingly scrutinized by the Legislature, which is why **proper planning and project readiness** is so important.





Legislative Session

- The recommendations are heard in front of the Budget Committee prior to the start of session.
- Both DFA and LFC work together to come to a consensus on the capital budget recommendation.
- The LFC recommendation is typically the framework for the capital bill and the bill is dropped into a committee. The beginning chamber alternates each year.
- The local projects are then added to the capital bill as an amendment or committee substitute.
- The final version is usually not seen until the final days of session when its quickly passed through committees and the floors.
- The reauthorization and GOB bills have similar cycles through the session.





Pre-Grant/IGA Procedures



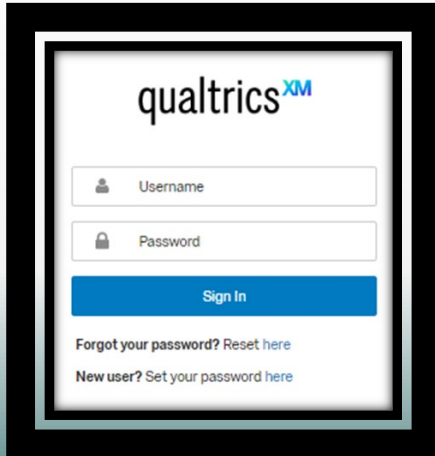
Checklist

- ☐ Complete questionnaire (1 for each appropriation)
 - ✓ Opportunities to complete questionnaires happen 2 annually for a period of 2 years (as many as 4 opportunities)
 - ✓ Late Fall/early Winter (grant agreements should be ready in January)
 - ✓ Late Winter/early Spring (grant agreements should be ready in July)

- ☐ Audit compliance
 - ✓ Most recent year audit has been completed
 - ✓ State agency (IAD) reviews audit and rare but
 - ✓ Compliant
 - ✓ Compliant with Special Conditions
 - ✓ Compliant with Fiscal Agent
 - ✓ Not-Compliant

- ☐ Address any anti-donation issues
 - ✓ 3rd party (non-governmental) included in the appropriation?
 - ✓ If yes, a fair market value lease/operating agreement is required to satisfy anti-donation:
 - ✓ Non-governmental entity pays (Tribe) fair market value for use.
 - ✓ Non-governmental entity provides services in lieu of payment at fair market value.
 - ✓ Exemptions to the clause are rare but exist.

Completing Questionnaires



State Board of Finance (SBOF) and/or General Fund (GF) Questionnaire Process:

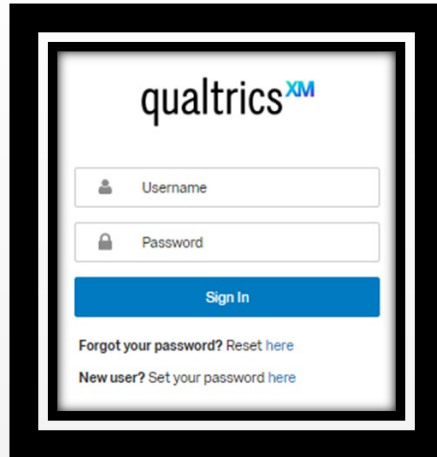
- Spreadsheets are created and uploaded onto the DFA website.
- Appropriations uploaded into the questionnaire system to gather information about each appropriation.
- Project recipient completes questionnaire(s).
- Project recipient statements made on Questionnaires are legal certifications and must be true and complete.
- Failure to proceed to project completion as certified may result in the SBOF rescinding bonds for projects that are ready to proceed or declining to issue future projects for an entity.
- SBOF issues bonds at least 2 times per year, so if the project is not ready, return the questionnaire indicating no proceeds are requested at this time.



New Mexico
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Completing Questionnaires



Delays may occur or bonds will not be issued for a project if:

- Project recipient does not complete the questionnaire to the SBOF or IPDD.
- Project recipient cannot encumber 5% of the funds within 6 months of bond issuance or expend 85% of the funds within 3 years of bond issuance. Or grant agreement execution for GF.
- Funding is not sufficient to complete the project or a usable phase of the project.
- Project recipient will not own the site or the asset to be funded.
- Project recipient is not compliant with the State Audit Act and Executive Order 2013-006.
- Project has unresolved anti-donation issues resulting from a private operator not paying fair market value for the capital asset.





Audit Compliance

Executive Order 2013-006	
Search files: <input type="text"/>	
Title	Open File
Executive Order 2013-006	Open File
FIN 9.2 Grant Management - Funding Criteria Oversight 9-30-13	Open File
Uniform Funding Criteria in Excel Questionnaire Tribal 2-10-23	Open File
Uniform Funding Criteria in Excel 2-10-2023	Open File

- Executive Order 2013-006 established (May 2, 2013) to address the following:
 - Lack of audits or having significant findings raise concerns about a grantee's ability to be a good steward of capital outlay funds thereby increasing the risk of fraud, waste and abuse.
 - Independent audits provide the best assessment of grantees' accounting methods.
 - Oversight of grantees' accounting methods is needed to safeguard appropriations and assets.
- FIN 9.2 Grants Management—Funding Criteria and Oversight Requirements.
- Established by the Financial Control Division of the Department of Finance and Administration to create a policy and criteria for implementation of Executive Order 2013-006.
- HB 493 (2025)





Audit Determinations

Executive Order 2013-006

Search files:

Title	Open File
Executive Order 2013-006	Open File
FIN 9.2 Grant Management - Funding Criteria Oversight 9-30-13	Open File
Uniform Funding Criteria in Excel Questionnaire Tribal 2-10-23	Open File
Uniform Funding Criteria in Excel 2-10-2023	Open File

- Compliant (clean): ready
- Compliant with special conditions:
 - State agency determined sufficient accounting practices are not sufficient; and/or
 - 3rd Party lease/operating agreement needs to be approved.
- Compliant with fiscal agent: audit not good, another governmental entity needs to provide fiscal agent for the appropriation(s):
 - Fiscal agent must be involved with procurement, acquisition, purchase, payment and/or otherwise oversee financial transactions for project(s).
 - Administrative fees typically range from 3%-10% of appropriation amount (note: grant funds cannot be used to make these payments).
- Not compliant: audit has not been completed, submitted and/or agency has not reviewed the audit (project will not be budgeted at that time).





Capital Outlay Anti-Donation Clause

➤ Article IX, Section 14 of NM Constitution

- Started with the Railroad companies
- Prohibits public entities from donating to private entities.
- Private entity can't own a publicly-financed capital asset (but can operate them if certain conditions are met).
- When there is a private operator, the market rental value of the public asset must be appraised to determine the fair market value of the asset
- Private operators can pay fair market rent in cash or in services
- If payment is made in services, the tenant has to be selected in compliance with the Procurement Code and the lease term has to be limited to the Procurement Code contract term limit
- The lease/operating agreement must have a "menu" of services to be provided and the value that each service will count towards rent. The value of each service must be demonstrated to be at fair market value
- Potential anti-donation is identified and cleared based on funding source
 - Bonds => State Board of Finance
 - General Fund => State Agency
- For general fund appropriations, contact State agency ASAP

➤ Article IV, Section 31 of the NM Constitution

No appropriation shall be made for charitable, educational or other benevolent purposes to any person, corporation, association, institution or community, not under the absolute control of the state, but the legislature may, in its discretion, make appropriations for the charitable institutions and hospitals, for the maintenance of which annual appropriations were made by the legislative assembly of nineteen hundred and nine.





Inter-governmental Grant Agreement (IGA)

Grant Agreement Forms	
Search files: <input type="text"/>	
Title	Open File
Alternative Fiscal Agent 4-20-18	Open File
GRANT AGREEMENT AMENDMENT 3-29-2021	Open File
Optional ATTACHMENT A 4-20-18	Open File
Exhibit 2 - Notice of Obligation for Multiple Vendors 8-26-24	Open File
Capital Outlay Grant Agreement Template - Tribal 6-4-24	Open File
Capital Outlay Grant Agreement Template FINAL 4-19-2024	Open File
Exhibit 1 - Grant Appropriation Request For Payment Form (fillable) 8-26-24	Open File
Exhibit 2 - Notice of Obligation 8-26-24	Open File
Capital Outlay Grant Amendment Template - Article VIII Reporting 12-19-24	Open File

- Before the agency issues a grant agreement:
 - Questionnaire completed
 - Compliance with Executive Order 2013-006 is verified
 - Anti-Donation Issues are resolved, if applicable
 - Appropriation has been budgeted.
- Key components of grant agreement
 - Scope of Work (authorizing language).
 - Notice of Obligation (NOO)
 - Request for Reimbursement (RFR)
 - Special Conditions (Optional Attachment)
 - Reporting requirements (CPMS quarterly updates)

<https://www.nmdfa.state.nm.us/infrastructure-planning-and-development-division/>





Inter-governmental Grant Agreement (IGA)

- Project description, grant amount and reversion:
 - Scope of Work (authorizing language)
 - Reversion date: appropriation expiration date.
 - Grant amount (minus Arts in Public Places (AIPP), if applicable)

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. [Project #] ("Project") [Reversion Date] ("Reversion Date"). [Laws of (xx), Chapter (xx), Section (xx), Subsection (x), Paragraph (x)], [insert amount of appropriation in words] (\$[insert amount of appropriation in numbers]), to [insert language of appropriation].
- B. Grantee's total reimbursements shall not exceed [insert the appropriation amount in words] \$[insert amount of appropriation] ("Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, [insert the AIPP amount in words and dollars], which equals [insert the appropriation amount minus the AIPP amount in words and dollars] ("Adjusted Appropriation Amount").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

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





Inter-governmental Grant Agreement (IGA)

- Disbursement Limitation

- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
- b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
- c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as Exhibit 2.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- F. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.





Inter-governmental Grant Agreement (IGA)

- Term & Deadline to Expend Funds

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein (collectively "Term").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
 - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.





Inter-governmental Grant Agreement (IGA)

- Reporting

VIII. REPORTING

A. Database Reporting

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

B. Requests for Additional Information/Project Inspection

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





Inter-governmental Grant Agreement (IGA)

- Request for Payment Procedures

IX. REQUEST FOR PAYMENT PROCEDURES

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

- a. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
 - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.





Inter-governmental Grant Agreement (IGA)

- Request for Payment Procedures

B. Grantee must obligate twenty-five percent (25%) of the Adjusted Appropriation Amount within six (6) months of acceptance of this Agreement and must have expended no less than eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months prior to the reversion date.

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

- Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

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

- Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.





Inter-governmental Grant Agreement (IGA)

- Project Records

XII. PROJECT RECORDS

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





Inter-governmental Grant Agreement (IGA)

- Compliance with Uniform Funding Criteria

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
- Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State [Auditor](#).
 - Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - Timely [submit](#) all required financial reports to its budgetary oversight agency (if any); and
 - Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting [Principals](#) to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, [Department](#) may take one or more of the following actions:
- Suspend new or further obligations pursuant to Article VI(A) of this [Agreement](#);
 - [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](#);
 - Impose special conditions to address the non-compliance by [giving Grantee](#) notice of such special conditions in accordance with Article III of this [Agreement](#):
 - The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement upon notice to Grantee, without need for formal amendment of this [Agreement](#);
 - Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
 - Terminate this Agreement pursuant to Article V(A) of this Agreement.





Inter-governmental Grant Agreement (IGA)

• Notice of Obligation (Exhibit 2):

- After procurement has taken place:
 - 3 quotes (under \$60,000)
 - Request for proposals (RfP) for professional services exceeding \$60,000.
 - Bids for general services exceeding \$60,000.
 - Statewide price agreement.
 - Cooperative purchasing agreement.
 - On-call agreement.
- Necessary once a legally binding document (purchase order, award letter, etc.) has been issued to vendor.
- Once approved, funds are budgeted as an encumbrance for a specific amount, for a specific vendor.

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2	
Notice of Obligation to Reimburse Grantee [# 1]	
DATE:	
TO: Department Representative:	
FROM: Grantee:	
Grantee Official Representative:	
SUBJECT: Notice of Obligation to Reimburse Grantee	
Grant Number:	
Grant Termination Date:	
As the designated representative of the Department for Grant Agreement number [] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:	
Vendor or Contractor:	
Third Party Obligation Amount:	
Vendor or Contractor:	
Third Party Obligation Amount:	
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 AIEP 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:	
<i>Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.</i>	
Department Rep. Approver:	
Title:	
Signature:	
Date:	
<small>I, 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.</small>	





NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # **2**
DATE: **5/10/25**
TO: Department Representative: **James Mean**, Project Manager
FROM: Grantee Entity: **Village of Dreams**
Grantee Official Representative: **Scoot Wrong**
SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: **J2450**
Grant Termination Date: **6/30/2027**

As the designated representative of the Department for Grant Agreement number **J2450** 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: **Optimist Engineers, LLC**
Third Party Obligation Amount: **\$80,000.00**

Vendor or Contractor: **LOE Construction Industries**
Third Party Obligation Amount: **\$520,000.00**

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):	\$800,000.00
The Amount of this Notice of Obligation:	\$600,000.00
The Total Amount of all Previously Issued Notices of Obligation:	\$10,000.00
The Total Amount of all Notices of Obligation to Date:	\$610,000.00

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

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

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





Inter-governmental Grant Agreement (IGA)

STATE OF NEW MEXICO CAPITAL GRANT PROJECT Request for Payment Form Exhibit 1			
I. Grantee Information (Make sure information is complete & accurate)		II. Payment Computation	
A. Grantee:		A. Payment Request No.	
B. Address:		B. Grant Amount:	
(Complete Mailing, including Suite # if applicable)		C. AIPP Amount (If Applicable):	
City	State	D. Funds Requested to Date:	
Zip		E. Amount Requested this Payment:	
C. Phone No:		F. Reversion Amount (If Applicable):	
D. Grant No:		G. Grant Balance:	
E. Project Title:		H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach wire if first draw)	
F. Grant Expiration Date:		I. <input type="checkbox"/> 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. Reporting Certification: <input type="checkbox"/> 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 VII of the Capital Outlay Grant Agreement.			
V. Compliance Certification: <input type="checkbox"/> 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 VI, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.			
Grantee Fiscal Officer or Fiscal Agent (if applicable)		Grantee Representative	
Printed Name		Printed Name	
Date:		Date:	

Request for Reimbursement (Exhibit 1)

- After payment has been made and funds are being sought to receive reimbursement:
 - Grantee information
 - Payment computation
 - Fiscal year
 - Reporting certification
 - Compliance certification
 - Signatures





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

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: Village of Dreams
- B. Address: 456 Dulce Ave
(Complete Mailing, including Suite, if applicable)
Dreams, NM 88888
City, State, Zip
- C. Contact Name/Phone #: John Cash (575) 520-8818
- D. Grant No: J2450
- E. Project Title: Community Center
- F. Grant Expiration Date: 6/30/2027

II. Payment Computation

- | | |
|--------------------------------------|--------------|
| A. Payment Request No. | 3 |
| B. Grant Amount: | \$800,000.00 |
| C. AIPP Amount (If Applicable): | \$8,000.00 |
| D. Funds Requested to Date: | \$12,000.00 |
| E. Amount Requested this Payment: | \$100,000.00 |
| F. Reversion Amount (If Applicable): | \$0.00 |
| G. Grant Balance: | \$680,000.00 |
- H. ☐ Final Request for Payment (if Applicable)

Total

Minus

Equals



Infrastructure Planning and Development Division



III. Fiscal Year : 2025 (July 1, 2024-June 30, 2025) → 2026 (July 1, 2025-June 30, 2026) <small>(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</small>	
IV. <input checked="" type="checkbox"/> Reporting Certification: I hereby certify to the best of my knowledge and belief, that 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 the Grant Agreement.	
V. <input checked="" 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
Paul Loopi	Scot Wrong
Printed Name	Printed Name
Date: 8/17/2026	Date: 8/23/2026
(State Agency Use Only)	





Inter-governmental Grant Agreement (IGA)

Special Conditions (Optional Attachment A)

OPTIONAL ATTACHMENT A SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

- Specifies special conditions:
 - Procurement
 - Budget
 - Capital Assets
 - Travel & Per Diem
 - Timely Audits
 - Cash Management





Inter-governmental Grant Agreement (IGA)

Reporting Requirements (Article VIII)

Quarterly reporting

- September 30
- December 31
- March 31
- June 30

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information shall be entered directly into a database maintained by the Department of Finance and Administration. 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.

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

B. Requests for Additional Information/Project Inspection

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

- request such additional information regarding the Project as it deems necessary; and
- 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.





Capital Projects Management System (CPMS)

- Capital Projects management System (CPMS) assists with the reporting of capital outlay appropriations.
- CPMS provides one location for all capital appropriation reporting.
- CPMS records and archives all reporting data for open and closed appropriations.
- All appropriations must be closed and reverted. If a reversion is necessary, please reach out to our office for instructions.

<https://cpms.dfa.state.nm.us/>

The screenshot shows the 'Capital Appropriations Search' web application. At the top, there's a blue header with the title and links for 'Login' and 'Reports'. Below the header, a welcome message explains the search functionality. It includes instructions on how to use selection criteria boxes and a link to login. There are also links for updating appropriation status and viewing fiscal agent codes. The main part of the interface contains several search filters: 'Year' (a dropdown menu set to '-ALL-'), 'Agency' (a text input field), 'City' (a dropdown menu), 'County' (a dropdown menu), 'FundCode' (a dropdown menu), 'Appropriation Title' (a text input field), 'Keywords' (a text input field), and 'ApprID' (a text input field). At the bottom right of the search area, there are 'Submit' and 'Reset' buttons.





Capital Projects Management System (CPMS)

Capital Appropriations Search

Login Reports

Welcome to the Department of Finance and Administration's Capital Appropriations Search page. Here you can search for and filter current and past capital appropriations. Simply choose your selection criteria(s) from the selection boxes below and click the submit button. You will be presented with a list of appropriations matching your selection criteria. From there, you can click on an appropriation identifier to see the appropriation information.

Agencies wishing to update appropriation status and other information should click [here](#) to login, or use the Login link at the lower right of the above title bar.

Click [here](#) to see a list of the fiscal agent codes.

Year:

Agency:

City:

County:

FundCode:

Appropriation Title:

Keywords:

ApprID:

Capital Appropriations Search

Login Reports

Login for capital monitoring information:

State Agency

Local Entity

←

←

Login for bond project questionnaires:

[State Agency](#)

[Local Entity](#)

[BOF Staff](#)

[BOF Bond Counsel](#)

[BOF Board Counsel](#)

[BOF Admin](#)





Capital Projects Management System (CPMS)

Capital Appropriations

Please enter your username and password below. You will be given access to change the status and information of your agency's appropriations.

Unauthorized access is strictly prohibited.

Login

Username:
02000

Password:
.....

Capital Appropriations

Bernalillo County [Home](#)

Open Appropriations Only

Click on an Appropriations ID to modify values for that Appropriation.
Appropriations that are completed cannot be modified.

Admin Agency	Fiscal Agent	Approp ID	Appropriation Title	Fund Code	State Amount	Balance	Reversion Date	Printable Format
005	02000	13-1816	ALAMEDA BLVD MEDIANS IMPROVE	STB	\$60,000	\$60,000	8/30/2017	





Capital Projects Management System (CPMS)

4th (light gray) is required for the local entity to update appropriation information on a quarterly basis

Local entity must ensure that quarterly updates are made in CPMS with sufficient time for the state agencies to review and report



Admin Agency	Fiscal Year	Appropriation Title	Fund Code	State Amount	Balance	Reversion Date	Printable Format
805	02000	13-1616 ALAMEDA BLVD MEDIAN IMPROVE	STB	\$60,000	\$60,000	8/30/2017	13-1616
13-1616 - Admin Agency: 805 - Fiscal Agent: Donatillo County - Dept Code: A131616 - Class Code: 31816							
Year: 2019 Appropriation Title: ALAMEDA BLVD MEDIAN IMPROVE Description: 3, sixty thousand dollars (\$60,000) to plan, design and construct median improvements, including irrigation, to Alameda boulevard between the Rio Grande and second street in the north valley in Bernalillo county. Fund Code: REVENUE TAX BONDS FD 2013-06 Eligibility: Bond Sale Date: 7/23/2013 Bond Series Number: STB15A Amount of Bond Sale: \$60,000 Category: Local Subcategory: Highways, Roads & Bridges (streets, overpasses, drainage, lights, etc.) County: Bernalillo State Amount: \$60,000 Chapter/Section: 220.7.30.3 Reversion Date: 8/30/2017 SHARE/BOF Data: Valid Encumbrance Amount (SHARE): \$0 Expended Amount (SHARE/BOF): \$0 APF Amount (RFP): \$0 Reversion Amount (BOF): \$0 Appropriation Balance: \$60,000 Last Update (SHARE/BOF): 3/30/2016 State Agency Data: Local Fiscal Agent: 02000 - Bernalillo County Reauth from Prior Project Amount: \$0 Amount Obligated: \$60,000 Project End Date: 8/30/2017 Expended Amount: \$0 APF Amount: \$0 Reauth of Balance to New Project: \$0 Reauth to Project #: \$0 Reversion Amount: \$0 Project Status: Grant Agreement D14232 Grant Agreement: Grant Agreement issued Local Milestone achieved Last Quarter: Receipt or Notice of Obligation to create P-C Project Phase: 0200 - Purchase in Process - ACRES Current Balance: \$60,000 Last Agency Update: 3/30/2016							
Local Data CP Project #: [Enter numbers only - No comma separators] CP Priority Year/Rank: [Enter numbers only - No comma separators] Expended Amount (Local Entity): 0 [Enter numbers only - No comma separators] Balance (Local Entity): 02000 [Enter numbers only - No comma separators] Project Status (Local Entity): Paved construction complete. Quote was obtained from County & on call contractor for completion of median. Project Phase (Local Entity): 0150 - Grant Agreement issued Local Milestone achieved Last Qtr (Local Entity): [Enter numbers only - No comma separators] Local Milestone for Next Qtr (Local Entity): [Enter numbers only - No comma separators] Valid Contracts in Place (True/False): [Check if valid contracts exist for this project] No activity for month being reported (True/False): [Check if there is activity for this appropriation for month being reported] Last Submission Date (Local): 2-6-2016 12:00 [Format mm/dd/yyyy] Last Update (Local): 3/12/2015 Submit							





Capital Projects Management System (CPMS)

ICIP Project # - enter the project ID assigned using the DFA ICIP system.

ICIP Priority Year/Rank - enter the project priority year/rank using the DFA ICIP system (format yyyy-###).

Expended Amount - enter the total amount actually expended by the local entity.

Balance - enter the current appropriation balance.

Project Status - enter a brief description of the project status including progress on the project as well as any financial details that should be noted.

Project Phase - choose a phase from the drop down box. (For a list of phase options and definitions, refer to page 7 of this document.)

Local Data	
ICIP Project #?	<input type="text" value="0"/> <small>Enter numbers only - No comma separators</small>
ICIP Priority Year/Rank	<input type="text" value="0"/> <input type="text" value="0"/> <small>Enter numbers only - No 3 or comma separators</small>
Expended Amount (Local Entity)?	<input type="text" value="0"/> <small>Enter numbers only - No 3 or comma separators</small>
Balance (Local Entity)?	<input type="text" value="60000"/> <small>Enter numbers only - No 3 or comma separators</small>
Project Status (Local Entity)?	<input type="text" value="Phase construction complete. Quote was obtained from County s on call contractor for completion of medians."/> <small>Format: mm/dd/yyyy</small>
Project Phase (Local Entity)	<input type="text" value="0150 - Grant Agreement Issued"/> <small>Format: mm/dd/yyyy</small>
Goal/Milestone achieved Last Qtr (Local Entity)	<input type="text"/>
Goal/Milestone for Next Qtr (Local Entity)	<input type="text"/>
Valid Contracts in Place (True/False)	<input type="checkbox"/> Check if valid contracts exist for this project.
No activity for month being reported (True/False)	<input checked="" type="checkbox"/> Check if there was no activity for this appropriation for month being reported.
Last Submission Date (Local)	<input type="text" value="3/5/2015 12:00"/> <small>Format: mm/dd/yyyy</small>
Last Update (Local)	<input type="text" value="3/12/2015"/>
<input type="button" value="Submit"/>	

<https://api.realfile.rtsclients.com/PublicFiles/60151d4795ce4d11abc799080b50384f/3e6cdc87-d618-4283-8125-9224603f77ab/CPMS%20Instructions%20Local%20&%20State%20Entities.pdf>





Capital Projects Management System (CPMS)

Goal/Milestone achieved last quarter - list goals and milestones achieved since the last reporting quarter. Quarterly information must be reported in the months of March, June, September, December.

Goal/Milestone achieved for quarter - list goals and milestones to be achieved by the next reporting quarter. Quarterly information must be reported in the months of March, June, September, December.

Valid Contracts in Place (True/False) - check the box is valid contracts exist for this project.

No activity for month being reported (True/False) - check the box if there was no activity for this appropriation being reported.

Last Submission Date - Enter date when final quarterly update is complete (format: mm/dd/yyyy).

Project Timeline - provide required details of Project Timeline including date completed or expected completion date, amount funded to date, future funding amounts, funding sources (i.e. CDBG, Federal, other State funds, private, etc.), contractor name, contract amount, and additional comments.

Local Data	
ICIP Project #?	0 <small>Enter numbers only - No comma separators</small>
ICIP Priority Year/Rank	0 0 <small>Enter numbers only - No 3 or comma separators</small>
Expended Amount (Local Entity) ?	0 <small>Enter numbers only - No 3 or comma separators</small>
Balance (Local Entity) ?	60000 <small>Enter numbers only - No 3 or comma separators</small>
Project Status (Local Entity)?	Paseo construction complete. Quote was obtained from County s on call contractor for completion of medians. <small>▼</small>
Project Phase (Local Entity)	0150 - Grant Agreement Issued <small>▼</small>
Goal/Milestone achieved Last Qtr (Local Entity)	<small>▼</small>
Goal/Milestone for Next Qtr (Local Entity)	<small>▼</small>
Valid Contracts in Place (True/False)	<input type="checkbox"/> Check if valid contracts exist for this project.
No activity for month being reported (True/False)	<input checked="" type="checkbox"/> Check if there was no activity for this appropriation for month being reported.
Last Submission Date (Local)	3/5/2015 12:00 <small>Format: mm/dd/yyyy</small>
Last Update (Local)	3/12/2015
Submit	

<https://api.realfile.rtsclients.com/PublicFiles/60151d4795ce4d11abc799080b50384f/3e6cdc87-d618-4283-8125-9224603f77ab/CPMS%20Instructions%20Local%20&%20State%20Entities.pdf>



IPDD Contact Information

Infrastructure Planning
and Development Division



Division Director – Wesley Billingsley - Wesley.Billingsley@dfa.nm.gov

Deputy Director

Scott Wright- Scott.Wright@dfa.nm.gov

State ICIP Coordinator

Ryan Serrano – RyanS.Serrano@dfa.nm.gov

Local ICIP Coordinator

Mary Ann Maestas – MaryAnn.Maestas@dfa.nm.gov

Deputy Director

Hallie Brown - Hallie.Brown@dfa.nm.gov

Rural & Frontier Equity Ombudsman

Michael Gilmore – Michael.Gilmore@dfa.nm.gov

Rural & Frontier Equity Ombudsman

Jason Quintana – Jason.Quintana@dfa.nm.gov

Funding Assistance Navigator

Lauren McAllister – Lauren.McAllister@dfa.nm.gov

<https://www.nmdfa.state.nm.us/infrastructure-planning-and-development-division/>



New Mexico
Department of Finance
and Administration

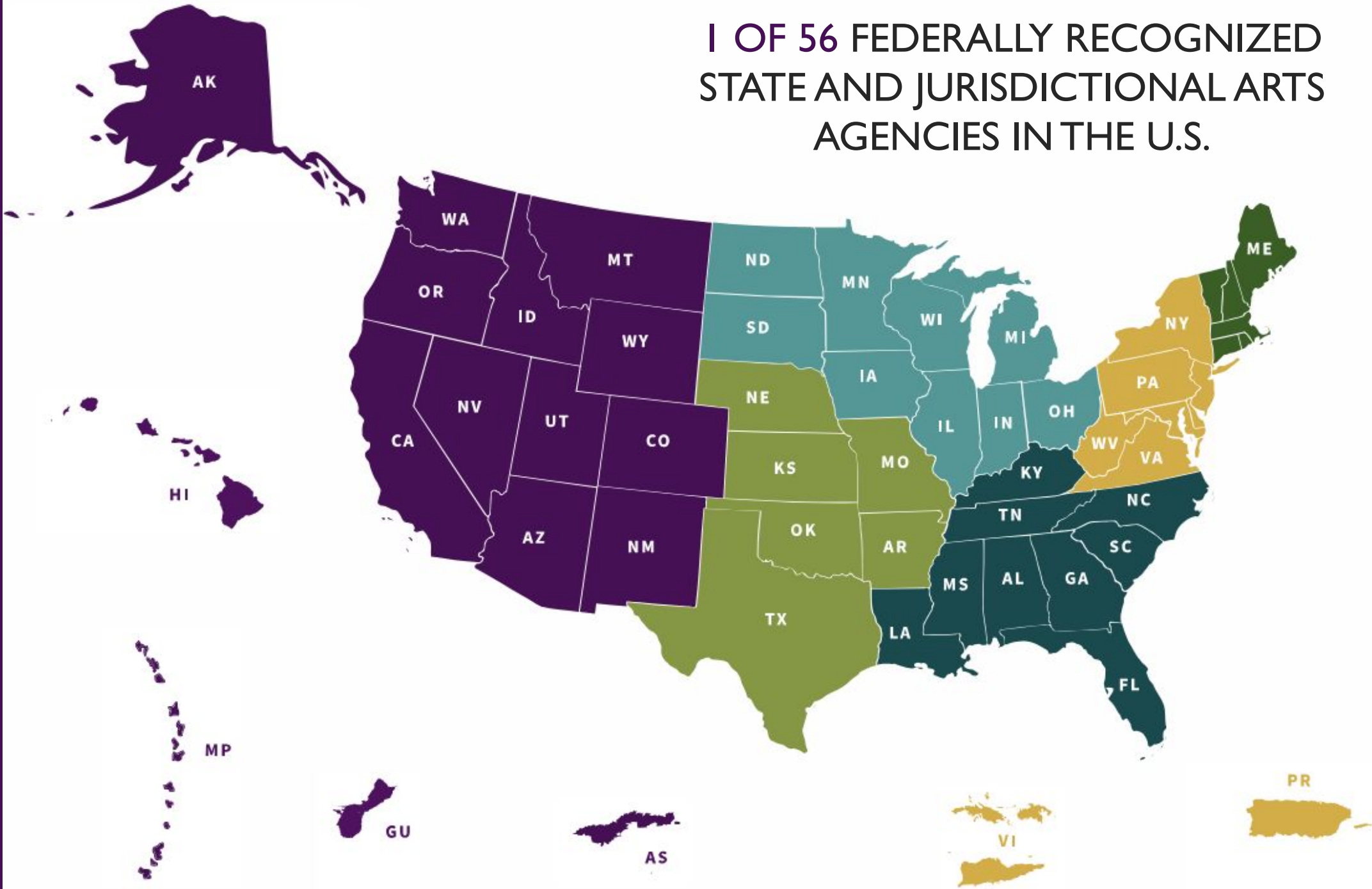
Questions and Comments

ART IN PUBLIC PLACES

NEW MEXICO ARTS



1 OF 56 FEDERALLY RECOGNIZED
STATE AND JURISDICTIONAL ARTS
AGENCIES IN THE U.S.



**“STATE ARTS AGENCIES WERE CREATED BY
LEGISLATURES AND GOVERNORS TO PROMOTE
THE ARTS AND REDUCE BARRIERS TO CULTURAL
PARTICIPATION. STATE ARTS AGENCIES ENSURE
THAT EVERY COMMUNITY IN AMERICA RECEIVES
THE CULTURAL, CIVIC, ECONOMIC, AND
EDUCATIONAL BENEFITS OF THE ARTS.”**

CIVIC BEAUTIFICATION
FOSTER APPRECIATION FOR THE ARTS
ENCOURAGE CREATIVE ACTIVITY

NASAA
NATIONAL ASSEMBLY of
STATE ARTS AGENCIES
Knowledge ▲ Representation ▲ Community



PUBLIC SUPPORT FOR THE ARTS

MISSION

PUBLIC SUPPORT FOR THE ARTS TO ENSURE
THE ARTS ARE CENTRAL TO THE LIVES OF NEW
MEXICANS.

VISION

A NEW MEXICO WITH VIBRANT COMMUNITIES,
MEANINGFUL QUALITY OF LIFE, AND A ROBUST
ECONOMY.

ART IN PUBLIC PLACES

GRANTS PROGRAM

FOLK ARTS

ARTS & THE MILITARY

NM POET LAUREATE

RURAL ARTIST IN RESIDENCE

ARTS & CULTURAL DISTRICTS

POETRY OUT LOUD

GOVERNOR'S AWARDS FOR EXCELLENCE IN THE ARTS

ARTS EDUCATION

ARTS PROFESSIONALS CAPACITY BUILDING

ART IN PUBLIC PLACES(AIPP) ACT

Art in Public Places Act signed into law in 1986 (Sections 13-4A-1 through 13-4A-11 NMSA)

STATUTE

ALL CAPITAL OUTLAY APPROPRIATIONS FOR NEW CONSTRUCTION OR MAJOR RENOVATION OF A PUBLIC BUILDING, 1% MUST BE SET ASIDE FOR THE ACQUISITION OF PUBLIC ART FOR THAT SITE. UP TO \$200K

ELIGIBILITY

Visit our website at nmarts.org:

<https://nmarts.org/wp-content/uploads/2024/06/Public-Art-AIPP-Eligibility-Requirements.pdf>

- **OVER \$100K**
- **AUXILIARY BUILDINGS ARE ELIGIBLE**
 - Maintenance plants, correctional facilities, warehouses, water treatment plants, temporary structures, etc. automatically roll into the AIPP Auxiliary Fund
- **APPROPRIATION LANGUAGE IS KEY:**
 - Minor renovations or infrastructure improvements are not eligible (i.e. roof repair, asbestos removal, accessibility, security system install, HVAC install, parking lot resurfacing, fence repair, etc. unless part of a major renovation)
 - Purchases/Pre-fab/Demolition are not eligible

Public K-12
schools, colleges,
universities

Public Libraries

Senior Centers

Community
Centers

Animal Shelters

Courthouses

Municipal
Buildings/Facilities

County
Buildings/Facilities

State
Buildings/Facilities

Tribal Community
Buildings/Facilities

Fire Stations

Police Stations

Hospitals/Clinics

Domestic
Violence/Homeless
Shelters and
Rehab Facilities

Public Parks
Outdoor
Recreation
Centers

Typical AIPP Sites

Long Term Care
Facilities

Sports
stadiums/arenas
amphitheaters

Military Facilities

Museums/Historic
Sites/Cultural
Centers

HOW DO YOU KNOW IF AIPP (1%) WAS DEDUCTED FROM YOUR CAPITAL OUTLAY PROJECT?

STATE OF NEW MEXICO
DEPARTMENT OF [insert state agency]
FUND [insert fund number] CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this [] day of [], 20[], by and between the Department [insert state agency name], hereinafter called the "Department" or abbreviation such as "abbreviation for state agency", and [name of grantee], 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 (xx), Chapter (xx), Section (xx), Subsection (x), Paragraph (x)], the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

ng to Grantee, and the Grantee is accepting the grant of, funds e terms and conditions of this Agreement; and

cy's authority to enter into grant agreements].

AGREEMENT

on of the mutual covenants and obligations contained herein, the

AMOUNT OF GRANT AND REVERSION DATE

s Agreement is described as follows:

insert appropriation amount]
[JUN-20[xx]
section (x), Paragraph (x)], [insert amount of appropriation in
umbers]), to [insert language of appropriation].

exceed [insert the appropriation amount in words] \$[insert amount
t") minus the allocation for Art in Public Places ("AIPP
unt in words and in dollars], which equals [insert the
t in words and in dollars] (the "Adjusted Appropriation Amount").

ation Amount, the Reversion Date, as defined herein and/or the
ement, and the corresponding appropriation language in the laws
of the laws cited herein shall control.

ne percent or two hundred thousand dollars (\$200,000), whichever is less, of
a or any major renovation exceeding one hundred thousand dollars (\$100,000)."

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

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

[insert project no. assigned by DFA-COB] [insert appropriation amount]

APPROPRIATION REVERSION DATE: 30-JUN-20[xx]

[Laws of (xx), Chapter (xx), Section (xx), Subsection (x), Paragraph (x)], [insert amount of appropriation in words] (\$[insert amount of appropriation in numbers]), to [insert language of appropriation].

The Grantee's total reimbursements shall not exceed [insert the appropriation amount in words] \$[insert amount of appropriation] (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, [insert the AIPP amount in words and in dollars], which equals [insert the appropriation amount minus the AIPP amount in words and in dollars] (the "Adjusted Appropriation Amount").

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.

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.

Fun Facts

- Funds are only available after the corresponding bond sale
- Funds can be used for a variety of purposes
- Kick-in year is the year the bond sale occurs
- AIPP funds expire if not used within 10 years of the bond sale

Capital Appropriations

Appropriation ID: A5139

Home Back

A5139 - University of New Mexico - Dept Code:A16A5139 - Class Code:A5139

Appropriation Year	2016
Appropriation Title	UNM INTERDISCIPLINARY SCIENCE BLDG
Fund Code	GENERAL OBLIGATION BONDS

Update to Admin Code

“If after four (4) years and five (5) documented attempts to contact the site owner to spend site-specific AIPP funds, the funds remain unspent, the AIPP funds may, at the discretion of the AIPP Program, be designated as auxiliary funds. Written notice of the auxiliary designation shall be sent to the site owner with a copy retained in the project file.”

Reauth of Balance to New Project	
Reauth to Project #	
Reversion Amount	\$0
Project Status	Combined with 14-2145 and 15-1009. Active construction phase
Goal/Milestone achieved last quarter	Milestones Achieved Jan-Mar 2019 - VRF Lift, Roof 65% complete, Glass and Exterior wall - 60% complete, Drywall and interior 65% complete
Goal/Milestone for next quarter	Milestone goals - Apr-Jun 2019 - Bldg dried in, start & test mech sys, trim, interior and labwork, ceilings, flooring, doors - finish sitework
Project Phase	0250 - Project Closed
Calculated Balance	\$0
Last Agency Update	3/16/2022 12:00:00 AM
Last Submission Date	3/15/2019 12:00:00 AM

AIPP ACQUISITION PATHS



DIRECT PURCHASE

Under \$100K



SITE SPECIFIC COMMISSION

Over \$100K



PERMANENT COLLECTION

No AIPP Funds



SPECIAL/TEMPORARY PROJECTS

Special/Other Funding



DIRECT PURCHASE

Form a Selection Committee

Select artwork ready for purchase from pre-assembled catalogs – Purchase Initiatives:

- New Mexico Only
- Southwest Artists Series
- Native/Indigenous Artists Series
- Large Scale

Catalogs come from open calls for art, biannually, juried by panelists from across the state of NM

Turnaround Time: 3-12 months

Form Local Selection Committee

Launch an RFQ (Qualifications) for Artists specific to the site & their needs

Local Selection Committee identifies 5 finalists for Proposal Stage

Finalists present proposals, and 1 or more are granted project funding

Turnaround Time: 2-3 years



SITE SPECIFIC COMMISSION

MEETING 1

LSC will discuss possible installation site(s), project intent, and develop a prospectus. Then an RFQ is launched seeking artists.

MEETING 2

LSC will evaluate the applications and select up to 5 finalists to move forward to the proposal stage.

MEETING 3

Finalists will present proposals to the LSC. LSC will ultimately select one artist/artist team for commission.

“

AIPP CAN ONLY BE USED
FOR THE ACQUISITION &
INSTALLATION OF ORIGINAL
WORKS OF ART

”



BEFORE ACQUIRING PUBLIC ART

**PUBLIC ART CAN ONLY BE
INSTALLED IN PUBLICLY
ACCESSIBLE AREAS – NO
PRIVATE OFFICES, LOCKED
ROOMS, OR STORAGE AREAS**

**CONSIDER BOTH
INTERIOR AND
EXTERIOR AREAS FOR
INSTALLATION**

**GATHER INSTALLATION SITE
SPECIFICS: MEASUREMENTS,
PHOTOS, OTHER USEFUL
INFORMATION**

**GET STARTED!
CONTACT THE AIPP
TEAM! 😊**

Long-term Asset Management

Ownership transfers to Owner
Agency following installation on site

Add to insurance coverage

Ongoing maintenance (develop a
budget)

Future Reporting Obligations to the
State: artwork
movement/conservation

Deaccessioning

Resources available



RECENT ACQUISITIONS

Purchase Program





Acero Picado
Corten Steel Sculpture
Cristina Gonzalez
Public Restrooms
City of Santa Fe
2023
\$9,800

Green River Sunset
Mixed Media Fiber
Patricia Gould
NM Workforce Solutions
TIWA Building
Albuquerque
2024
\$5,750



Grandfather Sun
Limestone Sculpture
Kelly Byars
NM Highlands University
Las Vegas
2023
\$70,000



Mostly
Acrylic/mixed media
Jaimie Myer
NMDWS – Labor Relations Division
Santa Fe
2023
\$4,200



Pour
Wood Sculpture
Donald Narcomey
Jal City Hall
Jal
2024
\$7,500



Rain Bird
Spirit Deer
Steel Sculptures (x2)
Sean Rising Sun Flanagan
NMDA at NMSU
Las Cruces
2024
\$55,000



Gathering at Mabel's Los Gallos
Acrylic Painting
Jonathan Warm Day Coming Gomez
Ranchos de Taos Veterans Cemetery
Taos
2024
\$8,500



Folding Planes
Aluminum Sculpture
Kevin Box
Halagueno Arts Park
2023
\$32,000



Sun Lion
Bronze Sculpture
D'Jean Jawrunner
Hillcrest Life Senior Center
Clovis
2024
\$30,000



RECENT ACQUISITIONS

Site Specific Commissions





Paseo Acequia
Reyes Padilla
National Hispanic
Cultural Center
Albuquerque
2024
\$80,274



The Path to Achievement
Honorable Sculptures Inc.
NM Military Institute
Roswell
2024
\$250,062



Luminaria
Gordon Huether
Steve Schiff DA Building
Albuquerque
2021
\$223,650



Growing Strength
Karen Yank
CNM
Albuquerque
2017
\$112,750



Earth Circle & Sky Web
James Dinh
NM Tech
Socorro
2026
\$400,000

AIPP TEAM

MEREDITH DOBORSKI

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PUBLIC ART COORDINATOR

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505.699.4910

