



VILLAGE OF MAGDALENA
PO BOX 145, MAGDALENA, NM 87825
P. 575.854.2261 F. 575.854.2273
WWW.VILLAGEOFMAGDALENA.COM

AGENDA

NOTICE OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
MONDAY, JUNE 14, 2021
VILLAGE HALL 108 N. MAIN STREET 5:00 PM

PURSUANT TO THE PUBLIC HEALTH ORDER DATED January 29, 2021, LIMITING PUBLIC GATHERINGS IN THE STATE, THE FOLLOWING MEETING ATTENDANCE CAPACITY RULES APPLY:

****RED LEVEL** - (very high risk): the meeting will not be physically open to the public. Members of the public may attend and listen to the meeting via Zoom or Facebook.

****YELLOW LEVEL** - (high risk): the meeting is limited to 10 members of the public, inclusive of public officials & employees. Admission will be on a first come first serve basis. All other members of the public may attend and listen to the meeting via Zoom or Facebook.

****GREEN LEVEL** - (medium risk): the meeting is limited to 20 members of the public, inclusive of public officials & employees. Admission will be on a first come first serve basis. All other members of the public may attend and listen to the meeting via Zoom or Facebook.

****TURQUOISE LEVEL** - (medium risk): the meeting will be open to the public. Members of the public may also attend and listen to the meeting via Zoom or Facebook.

ALL OTHER PUBLIC HEALTH ORDER COVID-19 REQUIREMENTS AND FIRE MARSHAL CAPACITY LIMITS APPLY.

MEMBERS OF THE PUBLIC WHO WISH TO ATTEND AND LISTEN TO THE MEETING VIA ZOOM MAY DO SO AT THE FOLLOWING LINK:

<https://us02web.zoom.us/j/4861155997?pwd=V0V6SERBNVdGNDNPaE1ZdWp1N004UT09>

Meeting ID: 486 115 5997

Passcode: MAGDALENA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
 - a. REGULAR MEETING- MAY 24, 2021
6. APPROVAL OF CASH BALANCE REPORT
7. APPROVAL OF BILLS
8. MAYOR'S REPORT
9. CLERK'S REPORT
10. DEPARTMENT REPORTS
 - a. EMS
 - b. FIRE
 - c. MARSHAL
 - d. JUDGE
 - e. PUBLIC WORKS
 - f. LIBRARY

11. ATHENA GASSOUMIS – REQUEST TO PRESENT FOR POSSIBLE APPROVAL MEMORANDUM OF UNDERSTANDING FOR OVERTIME PAY FOR MARSHAL & DEPUTY(IES) THROUGH SOCORRO PREVENTION PROGRAM
12. DISCUSSION & POSSIBLE DECISION REGARDING DISBURSEMENT AND CLOSING OF THE UTILITY AIDE ACCOUNT
13. DISCUSSION & POSSIBLE DECISION REGARDING APPOINTMENT OF TRUSTEE JIM NELSON TO CITY OF SOCORRO LANDFILL OVERSIGHT COMMITTEE
14. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF FY 2022 LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT CONTROL NO. L100493
15. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF QUOTE OF MONITORING WELL AT LAGOONS
16. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO APPLY FOR DFA/NMFA LOAN FOR MARSHAL VEHICLE
17. DISCUSSION & POSSIBLE DECISION REGARDING POSTING OF FULL TIME DEPUTY MARSHAL POSITION
18. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF BUDGET ADJUSTMENT RESOLUTION NO. 2021-06, FISCAL YEAR 2020-2021
19. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION 2021-06, NOTICE TO THE COUNTY CLERK OF 2021 MUNICIPAL ELECTIONS
20. PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT
PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: clerk@villageofmagdalena.com and/or mayor@villageofmagdalena.com. THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, JUNE 14, 2021 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.
21. ADJOURNMENT

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

DRAFT

MINUTES OF THE REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES HELD MONDAY MAY 24, 2021 AT 5:00 PM

PURSUANT TO THE PUBLIC HEALTH ORDER DATED January 29, 2021, LIMITING PUBLIC GATHERINGS IN THE STATE, THE FOLLOWING MEETING ATTENDANCE CAPACITY RULES APPLY:

****RED LEVEL** - (very high risk): the meeting will not be physically open to the public. Members of the public may attend and listen to the meeting via Zoom or Facebook.

****YELLOW LEVEL** - (high risk): the meeting is limited to 10 members of the public, inclusive of public officials & employees. Admission will be on a first come first serve basis. All other members of the public may attend and listen to the meeting via Zoom or Facebook.

****GREEN LEVEL** - (medium risk): the meeting is limited to 20 members of the public, inclusive of public officials & employees. Admission will be on a first come first serve basis. All other members of the public may attend and listen to the meeting via Zoom or Facebook.

****TURQUOISE LEVEL** - (medium risk): the meeting will be open to the public. Members of the public may also attend and listen to the meeting via Zoom or Facebook.

ALL OTHER PUBLIC HEALTH ORDER COVID-19 REQUIREMENTS AND FIRE MARSHAL CAPACITY LIMITS APPLY.

MEMBERS OF THE PUBLIC WHO WISH TO ATTEND AND LISTEN TO THE MEETING VIA ZOOM MAY DO SO AT THE FOLLOWING LINK:

<https://us02web.zoom.us/j/4861155997?pwd=V0V6SERBNVdGNDNPaE1ZdWp1N004UT09>

Meeting ID: 486 115 5997

Passcode: MAGDALENA

Mayor Richard Rumpf called the meeting to order at 5:00 p.m.

PRESENT: Mayor Richard Rumpf, Trustee Clark Brown, Francesca Gutierrez- Clerk/Treasurer, Kathy Stout – Attorney

Participating via Video Conference: Trustees: Donna Dawson, Harvan Conrad, James Nelson and Michael Steininger

GUESTS: Carleen Gomez- Deputy Clerk, Michael Zamora, Jed Peacock, Marva Brunson

Mayor Richard Rumpf requested that all those present recite the Pledge of Allegiance.

APPROVAL OF AGENDA: Donna Dawson made a motion to approve the agenda, as presented. The motion was seconded by Harvan Conrad. The motion carried unanimously.

APPROVAL OF MINUTES:

- a. Special Meeting- May 12, 2021- Donna Dawson made a motion to approve the May 12, 2021 minutes, as presented. The motion was seconded by Clark Brown. The motion carried unanimously.
- b. Special Work Session- May 21, 2021- Donna Dawson made a motion to approve the May 21, 2021 minutes, as presented. The motion was seconded by Harvan Conrad. The motion carried unanimously.

APPROVAL OF CASH BALANCE REPORT: Donna Dawson motioned to approve the cash balance report, as presented. The motion was seconded by Clark Brown. The motion carried unanimously.

APPROVAL OF BILLS: Carleen Gomez- Deputy Clerk, asked to add the following additions: Quill \$178.38, Williams Windmill \$8677.86, Napa \$182.09, RAKS \$91.13, Vexus \$46.43. Donna Dawson made a motion to approve the bill list, with the additions. The motion was seconded by Harvan Conrad. The motion carried unanimously.

BILL LIST

Amazon	\$210.24
Central Region Educational	\$204.55
Ernest Welding	\$635.00
GSD State Printing	\$153.68
Konika Minolta	\$366.36
Merchants Auto	\$384.09
NAPA Auto	\$21.65
Printing Systems	\$124.57
Public Safety Psych	\$377.56
Ross Electric	\$145.55
Socorro Electric	\$3565.61
US Postmaster	\$245.00
Williams Windmill	\$276.00
Winstons Auto	\$145.00
Total	\$6854.86

MAYOR'S REPORT

Mayor Rumpf said the Speares Well is back in service on Friday. The ambulance is still out of service. The Mayor also announced Socorro County has funding to hire 2 high school students for the Village working 20 hrs a week for 6 weeks at \$10.50/ hr. He said we will use the students to help clean up the Village.

CLERK'S REPORT

Francesca Gutierrez had no report.

MARVA BRUNSON- DISCUSSION REGARDING PAINTING & UPDATING STEERS TANK

Marva Brunson presented a sketch of a design outlining a new design for the Steers Tank. She said the current wording is wrong and outdated. Also, it needs to be higher. She suggests the design face South. Marva also said it will be through donations to raise funds. Jed Peacock suggested adding the FFA achievements, not just sport teams. Clark Brown and Donna Dawson both expressed liking the idea. The Mayor suggested doing some research for costs for a lift, an artist, and insurance policy and suggests presenting to the board again once she has a cost estimate. Harvan Conrad asked about what are the safety requirements for the project. Marva will do more research.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF BUDGET ADJUSTMENT RESOLUTION NO. 2021-05, FISCAL YEAR 2020-2021

Michael Steininger said this was the BAR that was presented at the last meeting but was postponed. He reminded the board that it was for the increase in the trash truck, 2 aviation grants, and changes in GRT. Donna Dawson motioned to approve Budget Adjustment Resolution No. 2021-05, Fiscal Year 2020-2021. The motion was seconded by Harvan Conrad.

Clerk/ Treasurer Gutierrez requested a roll call vote:
Jim Nelson- AYE

Harvan Conrad-AYE

Donna Dawson-AYE

Clark Brown-AYE

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF FY2022 BUDGET

Michael Steininger said this was the revised interim budget from Fridays meeting and includes everything that was discussed. There are 3 changes, the first one being a raise for an individual that was missed, the Animal Control MOU and the last is the \$250 for election costs.

Donna Dawson motioned to approve the FY2022 Budget. The motion was seconded by Harvan Conrad.

Clerk/ Treasurer Gutierrez requested a roll call vote:

Clark Brown-AYE

Donna Dawson-AYE

Harvan Conrad-AYE

Jim Nelson- AYE

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING SOCORRO ANIMAL SHELTER MEMORANDUM OF UNDERSTANDING

Jim Nelson noted spelling corrections in Section 2 and Section 3. Kathy Stout said she will make the corrections.

Jim Nelson motioned to approve the Socorro Animal Shelter Memorandum of Understanding with corrections. The motion was seconded by Donna Dawson.

Clerk/ Treasurer Gutierrez requested a roll call vote:

Harvan Conrad-AYE

Donna Dawson-AYE

Clark Brown-AYE

Jim Nelson- AYE

The motion carried unanimously.

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF CATRON AND THE VILLAGE OF MAGDALENA FOR LOAN OF AMBULANCE UNIT

The Mayor said on the current ambulance, the rear wheel bearings are out. Catron County as agreed to loan the Village an ambulance in the interim. The Mayor also said the insurance should be available by 5/25/21 to give to Catron County before taking possession of the vehicle.

Donna Dawson motioned to approve the Memorandum of Understanding between the County of Catron and the Village of Magdalena for loan of Ambulance Unit. The motion was seconded by Jim Nelson.

Clerk/ Treasurer Gutierrez requested a roll call vote:

Donna Dawson-AYE

Clark Brown-AYE

Jim Nelson- AYE

Harvan Conrad-AYE

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING MEMORANDUM OF UNDERSTANDING FOR LAW ENFORCEMENT PROTECTION SERVICES BETWEEN THE VILLAGE OF MAGDALENA AND THE COUNTY OF SOCORRO

Michael Zamora said Jed will be going to the Academy from July to November and Carlos is on Workers Comp which leaves the Marshal alone. The trustees asked if we will be paying a monthly rate or hourly rate. Kathy said that hasn't been determined yet, but we could cancel if it wasn't a reasonable rate.

Jim Nelson motioned to approve the Memorandum of Understanding for Law Enforcement Protection Services between the Village of Magdalena and the County of Socorro and giving the Mayor the authority to negotiate the rate. The motion was seconded by Harvan Conrad.

Clerk/ Treasurer Gutierrez requested a roll call vote:

Donna Dawson-AYE

Jim Nelson- AYE

Harvan Conrad-AYE

Clark Brown-AYE

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF LEASE RENEWAL FOR UTILITY VEHICLE 2017 FORD F250

The Mayor said this the is Ford truck that Nehemiah usually drives. He said we currently have 2 functioning utility trucks. One truck needs a transmission replacement. The Mayor said the Village is responsible for all repairs and this is for a 1 year lease.

Jim Nelson motioned to approve the Lease Renewal for Utility Vehicle 2017 Ford F250. The motion was seconded by Clark Brown.

Clerk/ Treasurer Gutierrez requested a roll call vote:

Jim Nelson- AYE

Clark Brown-AYE

Harvan Conrad-AYE

Donna Dawson-AYE

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING POSTING OF DEPUTY MARSHAL POSITION FOR TEMPORARY HIRE

The Mayor said this was put on the agenda in case we cant work something out with Socorro Co. Sheriff department. Kathy said this is a temporary position for 6 months from date of hire.

Donna Dawson motioned to approve the Posting of Deputy Marshal position for temporary hire for 6 months. The motion was seconded by Jim Nelson.

Clerk/ Treasurer Gutierrez requested a roll call vote:

Clark Brown-AYE

Jim Nelson- AYE

Donna Dawson-AYE

Harvan Conrad-AYE

The motion carried unanimously.

PUBLIC INPUT – 1 TOPIC PER PERSON – 3 MINUTE LIMIT

PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: clerk@villageofmagdalena.com and/or

mayor@villageofmagdalena.com THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, MAY 24, 2021 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.

There were no public comments or input.

Trustee Donna Dawson motioned to adjourn the meeting at 5:55pm. The motion was seconded by Clark Brown. The motion carried unanimously.

Respectfully Submitted,

Francesca Gutierrez
Clerk/Treasurer

Richard Rumpf
Mayor

Carleen Gomez

From: Jim Nelson <jcnelson@gilanet.com>
Sent: Monday, June 7, 2021 5:12 PM
To: Carleen Gomez
Subject: May EMS report

Three EMS calls in May.

Contrary to the minutes, you should have received my report last month -- I sent it from inside the Village office as soon as you told me you hadn't!

But my account is still acting up -- that's why I'm sending from a different one.

Jim Nelson

Trustee
EMS coordinator
Village of Magdalena

Magdalena Marshal's Office

<i>Monthly Report</i>	<u>Month: May</u>	<u>Year: 2021</u>
Marshal Zamora	ID#:Mag-1	
Total Miles Driven:		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	11	PA 580.00 / 1CA
TRAFFIC CITATIONS: State Statutes		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
TRAFFIC ACCIDENTS		
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS		
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS		
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY		
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE		
PUBLIC SERVICE	15	
NM STATE POLICE		
SHERIFF'S OFFICE		
NM FISH & GAME		
US BORDER PATROL		
US FOREST SERVICE		
<u>OTHER:</u>		
ALARM CALLS		
FINGERPRINTING		
Driving Tests	5	
Misc. Cases	18	
<u>TOTALS:</u>	49	580

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
For the month of : **MAY** Year: 2021

License Number: _ G93062
Make and Model: _ FORD EXPID.2015

Report due in NO LATER THAN THE 10th OF THE MONTH								
Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4	66328	66611	283	22.8	70.95			04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								10
14								Invoice No.: _____ Amt.\$ _____
15								Date
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19	66611	66890	279	24.8	81.3			Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			562	47.6	152.25			

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

Signature:

Title: MARSHAL

Magdalena Marshal's Office

<i>Monthly Report</i>	<u>Month: MAY</u>	<u>Year: 2021</u>
	ID#:Mag-2	
Total Miles Driven:		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	24	1370
TRAFFIC CITATIONS: State Statutes		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
TRAFFIC ACCIDENTS	2	
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS	1	
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS		
JUVENILE CASES		
DOMESTIC CASES	2	
CRIMINAL DAMAGE / PROPERTY		
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE	1	
PUBLIC SERVICE	3	
NM STATE POLICE	1	
SHERIFF'S OFFICE		
NM GAME & FISH		
NM LIVESTOCK BOARD	1	
US BORDER PATROL		
US FOREST SERVICE		
<u>OTHER:</u>		
ALARM CALLS	1	
FINGERPRINTING		
Driving Tests		
Misc. Cases		
<u>TOTALS:</u>	36	1370



MAGDALENA MARSHAL DEPARTMENT**MONTHLY VEHICLE EXPENDITURE REPORT**

For the month of : MAY Year: 2021

License Number: G97490

Make and Model: CHEVY SILVERADO 1500

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

Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1	79597	79864	267	19.535	60.54			01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6	79864	80121	257	19.443	61.61			06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12	80121	80413	292	21.667	70.83			Invoice No.: Amt.\$
13								
14								Invoice No.: Amt.\$
15								Date
16								Invoice No.: Amt.\$
17								Code: Date:
18								Invoice No.: Amt.\$
19	80413	80653	240	20.857	68.18			Code: Date:
20								Invoice No.: Amt.\$
21								Code: Date:
22								Invoice No.: Amt.\$
23	80653	80935	282	21.092	68.95			Code: Date:
24								Invoice No.: Amt.\$
25								Code: Date:
26								Invoice No.: Amt.\$
27								Code: Date:
28	80935	81095	160	13.319	40.74			Invoice No.: Amt.\$
29								Code: Date:
30								Invoice No.: Amt.\$
31								
Totals				115.913	370.85			

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

Signature: M2 Title: DEPUTY MARSHAL M2



JUDGE'S REPORT MAY 2021

The Magdalena Municipal Court continues to follow all required COVID guidelines set forth by the Supreme Court of the State of New Mexico. At this time, most Court cases continue to be heard telephonically with some trials held in-person.

Cases heard in May 2021

Assault – In-Person Trial

Defendant and Victim testified. Due to no direct threat Judge Armijo found the defendant not guilty and order each to stay away from one another.

Total: \$0.00

Display of Current Valid Registration Plate – Telephonic Trial

Defendant presented copy of current and valid registration plate. Judge Armijo dismissed the case.

Total: \$0.00

Speeding 53 mph/30 mph zone – Telephonic Trial

An Attorney represented the defendant. Judge Armijo dismissed the case due to a lack of foundation.

Total: \$0.00

Marijuana & Drug Paraphenalia – Telephonic Trial

Defendant stated that she received her Medical Marijuana Card. Judge Armijo dismissed the case.

Total: \$0.00

Speeding 43 mph/30 mph zone – Telephonic Trial

Judge Armijo found the defendant guilty and charged the \$59 fine and \$29 court cost. Judge Armijo ordered the defendant to make full payment with 30 days.

Total: \$88.00

Speeding 63 mph/30 mph zone – Telephonic Trial

Defendant had not received all of the discovery that he requested. Judge Armijo continued the trial until June 14, 2021 so there was time to get all he needed.

Total: \$0.00

Speeding – 43 mph/30 mph zone – Telephonic Trial

Judge Armijo found the defendant guilty. Judge Armijo ordered the defendant to pay the \$59 fine and the \$29 court cost within 30 days.

Total: \$88.00

Speeding – 65 mph/55 mph zone – Telephonic Arraignment

Defendant plead no contest. Judge Armijo found the defendant guilty and ordered the defendant to pay the \$54 fine and \$29 court cost within 30 days.

Total: \$83.00

Speeding – 41 mph/30 mph zone – Telephonic Arraignment**Driver to Exercise Due Care – Telephonic Arraignment**

Defendant did not contact the court or give a working phone number so that the court could contact him. Judge Armijo continued both cases until June 14, 2021.

Total: \$0.00

Speeding 60 mph/30mph zone – Telephonic Arraignment

Defendant plead no contest. Judge Armijo found the defendant guilty and ordered the defendant to pay a fine of \$94 plus the \$29 court cost, due within 30 days.

Total: \$123.00

Dogs Running at Large – Count #1 – In-Person Trial

Judge Armijo found the defendant guilty because she had not successfully contained her dogs. She was ordered to pay the \$29 court cost on this count within 30 days.

Total: \$29.00

Dogs Running at Large – Count #2 – In-Person Trial

Judge Armijo found the defendant guilty because she had not successfully contained her dogs. She was ordered to pay a fine of \$100 and the \$29 court cost within 30 days.

Total: \$129.00

Dogs Running at Large – Count #3 – In-Person Arraignment

Defendant plead not guilty. Judge Armijo scheduled a trial for June 28, 2021.

Total: \$0.00

Speeding – 68 mph/55 mph zone – Telephonic Arraignment

Defendant plead not guilty. Judge Armijo scheduled a trial for June 28, 2021.

Total: \$0.00

Display of Current Valid Registration Plates – Telephonic Arraignment**Driver to Exercise Due Care – Telephonic Arraignment**

Defendant stated that he believed he was in the hospital on the date the citation was given. He stated that he did not received any citations. Judge Armijo stated that copies of the citations would be mailed to him and telephonic arraignment would be continued for June 14, 2021.

Total: \$0.00

Speeding – 42 mph/30 mph zone – Telephonic Arraignment

Defendant plead no contest. Judge Armijo found the defendant guilty and ordered him to pay the \$29 court cost within 30 days and gave him a 50 day deferred sentence.

Total: \$29.00

Speeding – 65 mph/55 mph zone – Telephonic Arraignment

Defendant plead not guilty. Judge Armijo scheduled Trial for June 28, 2021.

Total: \$0.00

Speeding – 65 mph/55 mph zone – Telephonic Arraignment

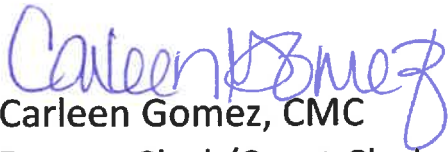
Defendant plead not guilty. Judge Armijo scheduled trial for June 28, 2021.

Total: \$0.00

TOTAL: \$569.00

Respectfully Submitted,

Simon Armijo
Magdalena Municipal Judge


Carleen Gomez, CMC
Deputy Clerk/Court Clerk

Librarian's Report May 2021

Days Open	17 (116 hours)	# of Volunteers	2
Days Closed	1 (5/29 Memorial Day Weekend)	Volunteer Hours	34
Total Visitors	344		
Museum Visitors	10	New Library Cards	2

Events:

Number of Events:	7	People at Events:	45
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Date:		# of People:
5/6	Friends of the Library Meeting	5
5/7	Code Club	10
5/14	Kids Science Café	9
5/14	Code Club	5
5/20	Library Board Meeting	4
5/21	Kids Science Café	6
5/21	Code Club	6

Circulation

PHYSICAL		DIGITAL	
# of Books	86	# of eBooks	54
# of DVDs	0		
# of Books on CD	66	# of Online Audio	60
Total Physical	152	Total Digital	114
Total Circulation	266		
ILL Processed	8 books		

Computers/Wi-Fi

# Computer Sign ins	38	Avg. # Wi-Fi Devices per day	19
Total Unique Wi-Fi Devices*	136	Avg. Usage per Device	2.96 GB

*Each device using the Wi-Fi only counted once, regardless of days used.

Other:

The Kid's Science Café building flooded. While repairs were being done, they met here at the library twice, in the children's section and out on the deck. They all wore masks and kept 3 feet apart, following the school guidelines. They'll also be here the first week of June. Per the governor's new orders, I can no longer require them to wear masks, but I am still encouraging it.

Summer Reading Program began Tuesday June 1st and will go through all of July. Weekly craft times will be held at the library, with a few larger events planned. Masks are not required but are encouraged. Activities with larger groups will take place on the deck or the parking lot.
Weekly Craft & Story Time – Tuesdays from 11-12

Larger Events Planned so far:

- 6/24 Natural History Museum Presentations
- 7/9 Outdoor Movie Night
- 7/15 Explora! Family Science Night Activity Stations

I will coordinate with the Village and Marshals as needed for these bigger events. We should be able to fit it all on the deck, but if we need to rope off part of the parking lot, I'll make sure we do so safely.

In May, the library stayed at Temporary COVID-19 Hours (T-F 11:30-4:45 & Sat 10:30-2:45). Cleaning time has improved, so starting June 1st, the library will resume normal hours (T-F 11am-5pm & Sat 10am-3pm). Bathrooms will remain closed, especially during Frontier Festival. Masks are no longer required, but signs remain encouraging their use.

I submitted paperwork in May asking for reimbursement from the GO Bond for a new printer, 4 toners, and a book order (112 books) from Junior Library Guild. The check arrived the last week of May reimbursing those purchases. I have until April 1, 2022 to spend the remaining funds. I am already planning how to spend those funds, but I'm going to wait until the next fiscal year starts in July before making any more purchases.

Respectfully Submitted,

**Ivy Stover,
Library Director**

Contract No. _____
Vendor No. 0000054348
Control No. L100493

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Village of Magdalena** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **pavement rehabilitation / improvements of city streets**, as described in Control No. **L100493**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is **Sixty Thousand Dollars and Zero Cents (\$60,000.00)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$45,000.00**
Pavement rehabilitation / improvements of city streets

2. Public Entity’s required proportional matching share shall be 25%: **\$15,000.00**

3. Total Project Cost: **\$60,000.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **Sixty Thousand Dollars and Zero Cents (\$60,000.00)**.

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.

- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2022. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to

maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

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

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

VILLAGE OF MAGDALENA

By: _____

Date: _____

Title: _____

Attest: _____
Village Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and
3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

CONTRACT

SCOPE OF
WORK:

[illegible]

Elliott Bros.' Drilling
HC 65, Box 19
PieTown, NM 87827
575(772-2677

June 10, 2021

Village of Magdalena
Magdalena, NM

Re: Magdalena Monitoring Well
Estimate

Drill & Case 20' Screen included \$50.00/ft.,
100' Minimum
\$5,000.00

20 Bags, 8/12 Silica Sand, Filter Pack,
\$45.00/bag
\$ 900.00

3/8" Pea Gravel, \$5.00/ft 57' to 60'
\$ 300.00

Bottom Cap
\$ 30.00

Removable Top Cap
\$ 30.00

4' x 4' Sloping Concrete Pad on Surface
\$ 500.00

2 ea. Casing Centralizers \$70.00/ea.
\$ 140.00

Vault/Lockable Shroud
\$1,000.00

Bentonite Seal
\$ 300.00

Mobilization
\$2,500.00

\$ 11,060.00

822.59

\$ 11,882.59

Sub-Total

Tax 7.4375

Total

Prices Will Change Accordingly If Well Is Over 100'
On Drilling & Gravel

Chalmers Ford

PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: Village Of Magdalena
Chief Zamora
PO Box 145
Magdalena, NM 87825

SHIPPED TO: 2021 Ford Expedition 4x4 SSV - Agate Black

PROPOSAL # 061021-2
PROPOSAL DATE June 10th, 2021
MEMBER PO #.
CES PO#
TERMS Due on Receipt
SALES REP Diego Martinez
SHIPPED VIA Pick UP
F.O.B.
PREPAID or COLLECT

Sales Tax Rate: 0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<u>Statewide Price Agreement #: 00-00000-20-00121</u>		
1	Item #5 Utility Vehicel, Full Size, Four Door, SSV. Options: A: All / Four Wheel Drive S: Remote Keyless Entry and Starting T: Skid Plates - 4WD Only V: Spot Light, Delete Y: Trailer Tow Package, Less Trailer Brakes AD: Aluminum Wheels AU: Reverse Sensing AV: Running Boards - Platform Style	\$ 33,353.00 \$ 3,980.00 \$ 650.00 \$ 190.00 \$ (200.00) \$ 1,970.00 \$ 1,995.00 \$ 240.00 \$ 675.00	\$ 33,353.00 \$ 3,980.00 \$ 650.00 \$ 190.00 \$ (200.00) \$ 1,970.00 \$ 1,995.00 \$ 240.00 \$ 675.00
1	MHQ Build Estimate #12095 (Specs Attached)	\$ 23,563.00	\$ 23,563.00
<u>Vehicle in Stock</u>		SUBTOTAL	66,416.00
		TAX	0.00
		FREIGHT	
			\$66,416.00
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Diego Martinez
505.712.3913
Dmartinez@chalmersford.com

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113



Quote

Date	Estimate #
6/10/2021	12095
This quote expires in 90 days	

Name / Address
Village of Magdalena Stephanie Finch PO Box 145 Magdalena, NM 87825

Ship To
Village of Magdalena Richard Rumpf 505-280-5393 mayor@villageofmagdalena.com

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 821-0667	(505) 821-3530	david@subia.com	www.mhqwest.com	2021 Ford Exdpediti...

Item	MFG	Description	Qty	Price	Total
Build	Build	Contact Name: Michael Zamora Contact Number: 575-517-5485 Contact E-mail: marshal@villageofmagdalena.com Vehicle/Year: Expedition/2021 Type: Patrol State Contract# 60-000-15-00032			0.00
STATE CONT... EMPLBSS155	SoundOff Signal	55" Mpower Light bar with 6" modules With ETSA481RSP and ETSS100J	1	0.00 2,848.50	0.00 2,848.50
ETSA481RSP	Sound Off Signal	nERGY™ 400 Series Remote Siren, 10-16v - 100w single speaker	1	0.00	0.00
ETSS100J	SoundOff Signal	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1	0.00	0.00
ETSKLF100	Soundoff Signal	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	1	461.40	461.40
EMPS1SLS3D	SoundOff Signal	mpower® 3" Fascia Light w/ Stud Mount 18" hard wire w/ sync option SAE Class 1 & CA Title 13 9-32 Vdc Black Housing 8 LED Dual Color - Red/White	2	105.00	210.00
EMPS2STS4D	Sound Off Signal	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/White- 4 in Grille 2 for License plate MSRP \$196.00 State Contract 40% off = \$117.60	6	117.60	705.60
			Subtotal		
			Sales Tax (0.0%)		
			Total		

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113



Quote

Date	Estimate #
6/10/2021	12095
This quote expires in 90 days	

Name / Address
Village of Magdalena Stephanie Finch PO Box 145 Magdalena, NM 87825

Ship To
Village of Magdalena Richard Rumpf 505-280-5393 mayor@villageofmagdalena.com

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 821-0667	(505) 821-3530	david@subia.com	www.mhqwest.com	2021 Ford Exdpediti...

Item	MFG	Description	Qty	Price	Total
ENT2B3D	Sound Off Signal	Intersector Under Mirror/Surface Mount Light w/ 3-Wedges, 18 LEDs, Dual Color - Red/White MSRP \$298.00 State Contract 40% off = \$178.80	2	178.80	357.60
ETHFSS-SPFL	Sound Off Signal	SS HL Flash Select-A-Pattern Fleet MSRP \$87.00 State Contract 40% off = \$52.20	1	52.20	52.20
ETFBSSN-P	Sound Off Signal	Flashback 100% Solid State	1	46.20	46.20
416900Z-RW	Federal Signal	Dual corner LED light head with in-line flasher, Red/White- Fog Lamps	2	59.95	119.90
CC-WBOS-16	Troy	Universal SUV/truck 16" Wide-body open-storage console; 8" slope 8" level	1	510.00	510.00
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	1	39.38	39.38
FP-SGTRAY	Troy	4" face plate shallow tray w/sloped floor; Store cell phone, keys, wallet, sunglasses, etc. 1.75" H	1	30.00	30.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	1	51.19	51.19
FP-ETSA481	SoundOff	Face Plate for a ETSA480 Series Soundoff	1	0.00	0.00
425-3816	Jotto	Magnetic Mic - Single Pack	2	26.22	52.44
AC-TB-ARM...	Troy	Troy HEIGHT ADJUSTABLE FOAM ARM REST TURNED 90 Degrees (5"x8") Bolts to Console Rear	1	90.00	90.00
TP-E-SL6-FS-SS	Troy-PN for 20...	Full size Recessed Panel; Sliding window; Square hole punched MSRP \$909.00 State Contract 25% off = \$681.75	1	681.75	681.75
			Subtotal		
			Sales Tax (0.0%)		
			Total		

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113



Quote

Date	Estimate #
6/10/2021	12095
This quote expires in 90 days	

Name / Address
Village of Magdalena Stephanie Finch PO Box 145 Magdalena, NM 87825

Ship To
Village of Magdalena Richard Rumpf 505-280-5393 mayor@villageofmagdalena.com

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 821-0667	(505) 821-3530	david@subia.com	www.mhqwest.com	2021 Ford Exdpediti...

Item	MFG	Description	Qty	Price	Total
KP-F150-15-SS	Troy	3-Pc. kick panel assembly. No foot pockets. Compatible with *2018-20 Ford Expedition MSRP \$173.00 State Contract 25% off = \$129.75	1	100.00	100.00
WG-EXP18-SET	Troy	2018-2021 Expedition driver and passenger side vertical bar window guards MSRP \$285.00 State Contract 25% = \$213.75	1	213.75	213.75
4RE-ELT-GPS...	WatchGuard Vi...	4RE Elite DVR Camera System with support for up to 6 cameras, as well as, support for dual HiFi microphones. Includes an integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	1	5,269.90	5,269.90
RPN9007-AR-...	Raptor Products	RAPTOR DUAL POSITION WEAPON RACKS - ELECTRIC AR & 870 MSRP \$681.54 State Contract 10% = \$613.38	1	613.38	613.38
DSR-2X	Stalker Radar	Diracion Sensing-Patrol Car-2 Antennas	1	2,930.01	2,930.01
NX-5700HBF	Kenwood	Kenwood VHF 136-174 MHz, 110 Watt Mobile Radio. 4000 Channels, NX-5700HBF (110W, 136-174 MHz) RF Deck Only, NXDN Conv & P25 Conv(Remote Control Head, Microphone, Bracke tDC Cable not included)	1	1,715.04	1,715.04
SHOP SUPPLI...	MHQ of New ...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	1	200.00	200.00
			Subtotal		
			Sales Tax (0.0%)		
			Total		

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113



Quote

Date	Estimate #
6/10/2021	12095
This quote expires in 90 days	

Name / Address
Village of Magdalena Stephanie Finch PO Box 145 Magdalena, NM 87825

Ship To
Village of Magdalena Richard Rumpf 505-280-5393 mayor@villageofmagdalena.com

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 821-0667	(505) 821-3530	david@subia.com	www.mhqwest.com	2021 Ford Exdpediti...

Item	MFG	Description	Qty	Price	Total
UNI189	Unity	Driver side kit.	1	65.32	65.32
UNI330PL-0002	Unity	6" Round Spotlight Black	1	187.73	187.73
SS0002	Pro-Gard	Safe Stop Module Ford Utility Interceptor 2013 - Current	1	139.20	139.20
78104	Streamlight	STINGER® 2020 Rechargeable LED Flashlight 2,000 lumens (high beam); runs 24 hours (low beam)	1	138.89	138.89
ANTKIT	Code 3 Services	Vehicle Antenna Kit - Includes NMO roof mount, 17' low loss coax, connector, and Antenna	1	80.62	80.62
CH27.1.20	911 Circuits	ALL BAND ANTENNA		840.00	840.00
		Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs MSRP \$1050.00 State Contract 20% = \$840.00			
Labor NM	MHQ of New ...	Installation Labor	42	80.00	3,360.00T
Shipping		Shipping	1	350.00	350.00
GRAPHICS L...	MHQ Graphics	Reflective cut and print/cut graphics	1	599.00	599.00T
Labor GR	MHQ Graphics	Graphics Installation	6	72.00	432.00T
Labor GR	MHQ Graphics	Design and Production	1	72.00	72.00T

			Subtotal	\$23,563.00
			Sales Tax (0.0%)	\$0.00
			Total	\$23,563.00



Village of Magdalena
108 N. Main Street
PO Box 145
Magdalena, NM 87825
P 575-854-2261 F 575-854-2273
www.villageofmagdalena.com

Job Posting

Deputy Marshal

The Village of Magdalena is accepting applications for a Full-Time Deputy Marshal. Salary range is dependent on qualifications and certifications. Qualifications include: applicant must be at least 18 years of age and a high school graduate or equivalent; applicant may be required to pass a written exam and physical agility test and a post-offer pre-employment physical, psychological and vision examination; and applicant must pass drug screening. Uncertified applicants must complete requirements of Law Enforcement Academy within 12 months. Job applications may be obtained by calling the Clerk's Office at 575-854-2261, on our website www.villageofmagdalena.com, by email clerk@villageofmagdalena.com, mayor@villageofmagdalena.com or in person at 108 N. Main Street in Magdalena. Applications will be accepted until position is filled.

The Village of Magdalena is an Equal Opportunity Employer

Posted: XX/XX/2021

**STATE OF NEW MEXICO
VILLAGE OF MAGDALENA
BOARD OF TRUSTEES
BUDGET ADJUSTMENT RESOLUTION NO. 2021-06
FY 2020-2021**

WHEREAS, the Board of Trustees of the Village of Magdalena met in regular session on **June 14, 2021** and proposes to make certain budget transfer(s), increase(s), or decrease(s) and

WHEREAS, said budget was adjusted based on need and through cooperation with all user departments, elected officials, and other department supervisors, **as summarized on the attached sheet**; and

WHEREAS, the official meeting for review of said documents was duly advertised in compliance with the State Open Meetings Act; and

WHEREAS, it is the majority opinion of this Board that the adjusted budget meets the requirements as currently determined.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Governing Body of the Village of Magdalena, State of New Mexico, hereby adopts the budget adjustment hereinabove described and attached and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED and APPROVED, this _____ day of _____, 2021.

Attest:

Francesca Gutierrez, Clerk/Treasurer

Richard Rumpf, Mayor

(seal)

State of New Mexico - DFA Local Government Division
Budget Adjustment Request - Fiscal Year 2020-2021 - Magdalena (Village) - Library NMFA Well 2 Loan

Bar ID	Contact	Phone	Email	Status
10-229-8341				ENTITY

Details

Fund	Department	Object Code	PreAdjusted Budget	Adjustment	Adjusted Budget
11000 General Operating Fund	0001 No Department	61100 Transfers In	341.00	-326.00	15.00
11000 General Operating Fund	0001 No Department	61200 Transfers Out	59,268.00	-326.00	58,942.00
30300 State Legislative Appropriation Project	0001 No Department	61100 Transfers In	18,942.00	-5,000.00	13,942.00
30300 State Legislative Appropriation Project	2002 General Administration	58090 Roadways/Bridges	75,768.00	-5,000.00	70,768.00
52400 Museum/Library Enterprise	0001 No Department	61100 Transfers In	20,000.00	5,000.00	25,000.00

Justification

Compliance with Section 6-6-2, NMSA, 1978 compilation:

1. The requested budget adjustments were authorized at a scheduled Governing Body meeting open to the public on **2021-06-14**
2. Justification should provide a sufficient explanation for budget adjustment. Backup documentation such as grant award letter or other documents requested by Budget and Finance Analysts, should be submitted on LGBMS.

Approvals

Name	Role	Date
------	------	------

REVENUE/EXPENDITURE REPORT

Page: 10

6/3/2021

8:47 am

Village of Magdalena

For the Period: 7/1/2020 to 5/31/2021

	Original Bud.	Amended Bud.	Annual Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 291 - LIBRARY FUND							
Revenues							
Dept: 00							
41910 CONTRIBUTIONS & DONATIONS	133.00	133.00	1,620.00	20.00	0.00	-1,487.00	1218.0
41911 MUSEUM DONATIONS	137.00	137.00	55.05	55.05	0.00	81.95	40.2
42500 GRANTS - STATE	1,996.00	1,996.00	0.00	0.00	0.00	1,996.00	0.0
42506 LIBRARY GO BOND	0.00	0.00	2,021.20	2,021.20	0.00	-2,021.20	0.0
42507 LIBRARY GRANTS-IN-AID	9,404.00	9,404.00	11,601.28	0.00	0.00	-2,197.28	123.4
46140 PRINTING, COPYING AND FAX	209.00	209.00	149.40	19.50	0.00	59.60	71.5
47010 LIBRARY FINES	65.00	65.00	19.00	5.00	0.00	46.00	29.2
Dept: 00	11,944.00	11,944.00	15,465.93	2,120.75	0.00	-3,521.93	129.5
Revenues	11,944.00	11,944.00	15,465.93	2,120.75	0.00	-3,521.93	129.5
Expenditures							
Dept: 00							
50030 PART TIME EMPLOYEE WAGES	15,643.00	15,834.00	14,057.79	1,218.00	0.00	1,776.21	88.8
51010 FICA MEDICARE	227.00	230.00	203.85	17.66	0.00	26.15	88.6
51020 FICA REGULAR	970.00	982.00	871.64	75.52	0.00	110.36	88.8
51050 PERA RETIREMENT CONTRIBUTIONS	1,197.00	1,212.00	1,075.46	93.18	0.00	136.54	88.7
51070 UNEMPLOYMENT COMP INSURANCE	100.00	100.00	47.91	4.02	0.00	52.09	47.9
51080 WORKERS COMP FEE ASSESSMENT	10.00	10.00	6.90	0.00	0.00	3.10	69.0
51090 WORKERS COMP INSURANCE PREM	100.00	100.00	212.85	0.00	0.00	-112.85	212.9
52030 BOOKS, PERIODICALS & SOFTWARE	2,200.00	2,200.00	2,763.86	0.00	20.98	-584.84	126.6
52050 DUES, SUBSCRIPT & MEMBERSHIPS	2,560.00	2,560.00	2,612.50	0.00	247.98	-300.48	111.7
52060 EMPLOYEE TRAINING	140.00	140.00	50.00	0.00	0.00	90.00	35.7
52080 LIABILITY & PROPERTY INSURANCE	1,700.00	1,700.00	1,246.44	0.00	0.00	453.56	73.3
52090 EMPLOYEE TRAVEL	375.00	375.00	0.00	0.00	0.00	375.00	0.0
52100 POSTAGE AND MAIL SERVICES	125.00	125.00	33.34	0.00	39.10	52.56	58.0
53050 FUEL-GASOLINE AND DIESEL	60.00	60.00	0.00	0.00	60.00	0.00	100.0
53110 SUPPLIES-OFFICE SUPPLIES	350.00	350.00	1,295.26	0.00	0.00	-945.26	370.1
53120 SUPPLIES-OTHER	150.00	150.00	1,372.69	39.98	1.54	-1,224.23	916.2
53160 TELEPHONE, CELL AND INTERNET	2,400.00	2,400.00	2,202.19	258.01	2,722.86	-2,525.05	205.2
53170 UTILITIES-ELECTRIC AND PROPANE	3,000.00	3,000.00	4,625.76	75.77	45.09	-1,670.85	155.7
55020 REPAIR & MAINT-EQUIP & MACH	0.00	0.00	130.52	0.00	0.00	-130.52	0.0
58200 OTHER PROFESSIONAL SERVICES	175.00	175.00	184.08	0.00	0.00	-9.08	105.2
90001 OPERATING TRANSFER-IN	-20,000.00	-20,000.00	-20,000.00	0.00	0.00	0.00	100.0
Dept: 00	11,482.00	11,703.00	12,993.04	1,782.14	3,137.55	-4,427.59	137.8
		31,703	32,993		OK	OK	
Expenditures	11,482.00	11,703.00	12,993.04	1,782.14	3,137.55	-4,427.59	137.8
Net Effect for LIBRARY FUND	462.00	241.00	2,472.89	338.61	3,137.55	905.66	-275.8
Change in Fund Balance:			2,472.89				

REVENUE/EXPENDITURE REPORT

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6/3/2021
8:47 am

Village of Magdalena

For the Period: 7/1/2020 to 5/31/2021	Original Bud.	Amended Bud.	Annual Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - CAPITAL PROJECTS FUND							
Revenues							
Dept: 00							
42500 GRANTS - STATE	56,826.00	56,826.00	105,067.08	0.00	0.00	-48,241.08	184.9
43003 15-0558-STB MAG WATER IMPROVEM	196,245.00	196,245.00	0.00	0.00	0.00	196,245.00	0.0
Dept: 00	253,071.00	253,071.00	105,067.08	0.00	0.00	148,003.92	41.5
Revenues	253,071.00	253,071.00	105,067.08	0.00	0.00	148,003.92	41.5
Expenditures							
Dept: 00							
59306 D17006 STREETS CAPITAL OUTLAY	75,768.00	75,768.00	0.00	0.00	0.00	75,768.00	0.0
59307 SAP 19-D9451 - WELL	0.00	0.00	65,346.03	0.00	0.00	-65,346.03	0.0
59308 SAP 19-D9279 - WATERLINE	196,245.00	196,245.00	39,721.05	0.00	0.00	156,523.95	20.2
90001 OPERATING TRANSFER-IN	-18,942.00	-18,942.00	0.00	0.00	0.00	-18,942.00	0.0
Dept: 00	253,071.00	253,071.00	105,067.08	0.00	0.00	148,003.92	41.5
Expenditures	253,071.00	253,071.00	105,067.08	0.00	0.00	148,003.92	41.5
Net Effect for CAPITAL PROJECTS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Change in Fund Balance:			0.00				

REVISED 12/08/06

ENTITY NAME: Village of Magdalena
FISCAL YEAR: FY2020-2021, BAR #3

For Local Government Division use only:

[illegible]

ATTEST:

Municipal Clerk

12/14/20
(Date)

(Date)

Major

12/1/20

10-11-12

**STATE OF NEW MEXICO
VILLAGE OF MAGDALENA
BOARD OF TRUSTEES
BUDGET ADJUSTMENT RESOLUTION NO. 2020-24
FY 2020-2021**

WHEREAS, the Board of Trustees of the Village of Magdalena met in regular session on **December 14, 2020** and proposes to make certain budget transfer(s), increase(s), or decrease(s) and

WHEREAS, said budget was adjusted based on need and through cooperation with all user departments, elected officials and other department supervisors, **as summarized on the attached sheet; and**

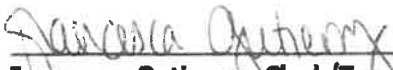
WHEREAS, the official meeting for review of said documents was duly advertised in compliance with the State Open Meetings Act; and

WHEREAS, it is the majority opinion of this Board that the adjusted budget meets the requirements as currently determined.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Governing Body of the Village of Magdalena, State of New Mexico, hereby adopts the budget adjustment hereinabove described and attached and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED and APPROVED, this 14 day of December, 2020.

Attest:



Francesca Gutierrez, Clerk/Treasurer



Richard Rumpf, Mayor

EXHIBIT "A"

INTERCEPT SCHEDULE
VILLAGE OF MAGDALENA, SOCORRO COUNTY, NEW MEXICO

Payment Dates	Pledged Revenues	Amount
Monthly, beginning December 2020 through October 2022 November 2022 through April 2052	The revenues of the Governmental Unit's Municipal Gross Receipt Tax imposed pursuant an Ordinance adopted June 18, 1985, and NMSA 1978, § 7-19D-1 et seq., equal to one-quarter of one percent (0.25%) of the gross receipts of persons engaging in business within the Governmental Unit, and distributed monthly to the Governmental Unit from the New Mexico Department of Taxation and Revenue.	\$0.00** The maximum annual debt service stated in the Final Loan Agreement Payment Schedule to be provided by the Finance Authority at the conclusion of the Interim Period**

**The Governmental Unit shall make timely payments of Loan Agreement Payments until the completion of the Interim Period, at which time the Final Loan Agreement Payment Schedule will be prepared by the Finance Authority and given to the Governmental Unit and the State Taxation and Revenue Department. The State Taxation and Revenue Department shall thereafter distribute Pledged Revenues set forth in the collection schedule to be applied to payment of the Loan as provided in the Loan Agreement and this Intercept Agreement.



RESOLUTION № 2021-06

NOTICE TO THE COUNTY CLERK OF 2021 MUNICIPAL ELECTIONS

WHEREAS, the Board of Trustees for the Village of Magdalena met at a duly noticed meeting on June 14, 2021 at 5:00 P.M. at Village Hall, 108 N. Main Street, Magdalena, New Mexico; and,

WHEREAS, the Governing Body of the Village of Magdalena, New Mexico has opted into the Local Election Act, Article 1, Section 1-22-3.1 of the NMSA 1978; and

WHEREAS, the Governing Body of the Village of Magdalena wishes to convey the correct and complete election information to the Socorro County Clerk as required by 1-22-4 (A)

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees for the Village of Magdalena that the Socorro County Clerk is hereby notified that the following positions are to be filled at large.

- A. A regular local election is to be held on November 2, 2021; and
- B. At the regular local election, persons shall be elected to fill the following at large municipal elective offices:
 - 1. ONE Mayor (4 year term)
 - 2. ONE Trustee (4 year term)
 - 3. ONE Trustee (4 year term)
 - 4. ONE Trustee (2 year term)
- C. All positions require Candidates to reside within the Village Limits of the Village of Magdalena,.
- D. All Declarations of Candidacy shall be filed in the Office of the Socorro County Clerk on August 24, 2021, between the hours of 9:00 a.m. and 5:00 p.m.

- E. All Declaration of Candidacy for write-in candidates shall be filed in the Office of the Socorro County Clerk on August 31, 2021, between the hours of 9:00 a.m. and 5:00 p.m.

PASSED, APPROVED and ADOPTED, this 14th day of June, 2021.

Richard Rumpf, Mayor

ATTEST:

Francesca Gutierrez, Clerk/Treasurer