



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, JANUARY 14, 2019

VILLAGE HALL 108 N. MAIN STREET 6:00 PM

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
 - a. REGULAR MEETING – DECEMBER 10, 2018
6. APPROVAL OF CASH BALANCE REPORT
7. APPROVAL OF BILLS
8. MAYOR'S REPORT
9. CLERK'S REPORT
 - a. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF BUDGET ADJUSTMENT RESOLUTION NO. 2019-04
10. DEPARTMENT REPORTS
 - a. EMS
 - b. FIRE
 - c. MARSHAL
 - d. JUDGE
 - e. PUBLIC WORKS
 - f. LIBRARY
11. MARK CORTNER – DISCUSSION & POSSIBLE DECISION REGARDING ACCESS ON VILLAGE PROPERTY
12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF WALKABILITY STUDY & RAILROAD GRANT
13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF NEEDLE EXCHANGE
14. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF FIRE CHIEF APPOINTEE
15. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF LODGER'S TAX ADVISORY BOARD APPOINTEES
16. DISCUSSION & POSSIBLE DECISION REGARDING SCHEDULING A TRUSTEE WORKSHOP
17. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2019-01, SETTING LEASE RATES FOR USE OF AIRPORT FACILITIES
18. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF AVIATION GRANT AGREEMENT
19. FINAL CONSIDERATION - DISCUSSION & POSSIBLE DECISION TO PUBLISH ORDINANCE #2019-01, OPTING INTO THE STATEWIDE, BI-PARTISAN, NOVEMBER OF ODD YEARS MUNICIPAL ELECTIONS
20. FIRST CONSIDERATION - DISCUSSION & POSSIBLE DECISION TO PUBLISH ORDINANCE #2019-02, AN ORDINANCE RELATING TO THE NEW MEXICO UNIFORM TRAFFIC ORDINANCE BY THE VILLAGE OF MAGDALENA; ESTABLISHING A PENALTY ASSESSMENT PROGRAM; DEFINING PENTALTY ASSESSMENT MISDEMEANORS; ESTABLISHING LISTED SCHEDULE OF PENALTY ASSESSMENTS; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREOF

21. FIRST CONSIDERATION - DISCUSSION & POSSIBLE DECISION TO PUBLISH ORDINANCE #2019-03, AN ORDINANCE PROHIBITING OFFENSES RELATING TO PUBLIC ORDER AND SAFETY AND ESTABLISHING PENALTIES FOR VIOLATION
22. FIRST CONSIDERATION - DISCUSSION & POSSIBLE DECISION TO PUBLISH ORDINANCE #2019-04, LIMITED OPEN BURNING WITHIN THE INCORPORATED AREAS OF THE VILLAGE OF MAGDALENA; PROVIDING FOR PENALTIES
23. FIRST CONSIDERATION - DISCUSSION & POSSIBLE DECISION TO PUBLISH ORDINANCE #2019-05, AN ORDINANCE OF THE GOVERNING BODY OF THE VILLAGE OF MAGDALENA WATER WELLS LOCATED WITHIN THREE HUNDRED FEET (300') OF MUNICIPAL DISTRIBUTION LINES
24. PUBLIC INPUT – 1 TOPIC PER PERSON – 3 MINUTE LIMIT
25. 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 8725. 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.

**Minutes of the Regular Meeting of the Village of Magdalena
Board of Trustees
Held Monday, December 10, 2018 at 6:00 p.m.**

DRAFT

Mayor Richard Rumpf called the meeting to order at 6:00 p.m.

Present: Mayor Richard Rumpf, James Nelson, Lynda Middleton, Donna Dawson, Clark Brown, Stephanie Finch - Clerk/Treasurer, Attorney Kathy Riley

Guests: Abiel Carrillo, Michael Zamora - Marshal, Dylan Coslin - Deputy, John Larson, Sarita Johnson, Catherine DeMaria, Carleen Gomez - Deputy Clerk

Mayor Richard Rumpf requested that Deputy Clerk Carleen Gomez lead the gallery in reciting the Pledge of Allegiance.

Approval of Agenda: Mr. Nelson motioned to approve the agenda as presented, seconded by Mrs. Middleton. The motion carried unanimously.

Approval of Minutes: Ms. Dawson motioned to approve the minutes of the Regular Meeting held on November 26, 2018, as amended, seconded by Mr. Brown. The motion carried unanimously.

Approval of Cash Balance Report: Mrs. Middleton motioned to approve the cash balance report, as presented, seconded by Ms. Dawson. The motion carried unanimously.

Approval of Bills: Clerk Finch stated that she would like to add the bill for JV Automotive to the bill list in the amount of \$906.65.

Mr. Nelson motioned to approve the bills, as presented, seconded by Ms. Dawson. The motion carried unanimously.

AC Supply	\$330.95	Bugs of Us Pest Control	\$140.00
City of Socorro	125.00	Eagle Wholesale	59.69
Emergency Medical	91.47	EMS Billing Services	190.08
Gall's	264.07	Gempler's	299.99
Med-Tech Resources	71.91	Merchants Automotive	384.09
MHQ of New Mexico	504.00	Nance, Pato & Stout, LLC	638.25
Napa Auto Parts	12.83	NM Self-Insurers Fund	2,839.00
NM811	39.98	NTS Communications	47.34
O'Reilly Auto Parts	44.89	Pitney Bowes	214.86

Quill	\$207.16	Rak's Building Supply	\$198.36
Romero's Tires	644.40	Route 60 Trading Post	100.00
Sierra Propane	1,481.83	Stryker	310.00
Troy Mechanical	85.00	Wex Bank	1,880.69
WNM Communications	1,107.69	JV Automotive	906.65

Mayor's Report

No report was given by Mayor Richard Rumpf.

Clerk's Report

Clerk Finch reported that there was a very good turn-out for the First Annual Christmas Parade. She stated that the First Place Winner was Heads-N-Tails Taxidermy, Second Place was the Village of Magdalena and Third Place was the Magdalena High School Cheerleading Team. Clerk Finch stated that the Judges were, Abiel Carrillo with KSA Engineers, Kathy Riley with Nance, Pato & Stout and Steve Sichler with Snake Ranch Farms.

Mrs. Middleton took this time to give kudos to the Mayor and Village Staff for hosting the Christmas Parade. She stated that everyone had nothing but good things to say about it.

Clerk Finch reported that the Audit Exit Conference would be on Tuesday, December 11, 2018. She stated that the Audit is not public record until it is released by the State Auditor's Office. Clerk Finch thanked the Village employees for all their hard work.

Mayor Rumpf took this time to report that the trees on the south side of the Library were up and thanked Mr. Nelson, Judyth Shamosh and Village employees for his efforts in getting them planted. He stated that the trees were purchased by individuals.

Department Reports

EMS

EMS Coordinator Jim Nelson reported that there were four calls in the month of November.

FIRE

Fire Captain Richard Rumpf stated that there was a hose testing done and about two to three hundred feet of hose was lost. He stated that being that there are six to seven thousand feet of hose it is not to bad.

MARSHAL

Marshal Michael Zamora reported that Deputy Dylan Coslin had

recently qualified.

JUDGE

Court Clerk Carleen Gomez stated that Municipal Judge Kayla Scartaccini would have a report at the next meeting with December's information.

PUBLIC WORKS

A report was submitted and reviewed by Joint Utility Manager Jacob Finch and the Board. Mr. Finch reported that his crew would soon be working on potholes that need attention. Mrs. Middleton stated that the crew had done a good job cleaning up the weeds on Highway 60.

LIBRARY

A report was submitted by Librarian Yvonne Magener and reviewed by the Board.

Abiel Carrillo - Discussion & Possible Decision Regarding Consideration Of Award For Water Meter Project Contractor

Mr. Carrillo read a letter concerning the project. He stated that his recommendation would be to accept the lower bid from File Construction. He stated that in working with Joint Utility Manager Jacob Finch and Clerk Stephanie Finch they have come across approximately \$20,000.00 of items that can be done away with. Some of the items include curb stop valves and items that are non-essential to the radio read meters. He stated that those things can be deferred or delayed until the future. He stated that doing these things will help the Village to bring the cost of the project within budget. Ms. Dawson asked about the Village getting the salvage credits for the meters and would the contractor or the Village be responsible for dealing with that. Mr. Carrillo said that if it does so there is potential to get an estimate of \$10.00 per meter. Mr. Carrillo stated that Clerk Finch would have to submit a letter summarizing this discussion for approval from NMED.

Mrs. Middleton motioned to approve Mr. Carrillo's recommendation of File Construction contingent upon NMED's approval, seconded by Ms. Dawson.

Mayor Rumpf suggested that Clerk Finch request a roll call vote:

Mr. Brown AYE

Mr. Nelson AYE

Ms. Dawson AYE

Mrs. Middleton AYE

The motion carried unanimously.

First Consideration - Discussion & Possible Decision To Publish Ordinance #2018-06 Opting Into The Statewide, Bi-Partisan, November Of Odd Years Municipal Elections

Clerk Finch stated that there are two options. One would be to extend terms and it would affect all the current Board members including Mayor Rumpf. Mrs. Middleton stated that she would like to hear the opinions of those present in the audience. Ms. Catherine DeMaria stated that as a voter a person is electing someone for a certain amount of time, the term that they are running for. She suggested that in her opinion the members should stay with what is closer to that. Mrs. Middleton agreed that is a good compromise.

Mrs. Middleton motioned to publish Ordinance #2018-06 with option two, seconded by Mr. Nelson.

Mayor Rumpf suggested that Clerk Finch request a roll call vote:

Ms. Dawson	AYE
Mr. Nelson	AYE
Mr. Brown	AYE
Mrs. Middleton	AYE

The motion carried unanimously.

First Consideration - Discussion & Possible Decision To Publish Ordinance #2018-07 Establishing Penalty Assessments For Certain Traffic Misdemeanors

Mr. Nelson questioned how the Penalty Assessments presented in this Ordinance relate to what the Village currently has. Attorney Kathy Riley stated that there are only small increases. Clerk Finch stated that Attorney Kathy Riley look into the \$29.00 fee. Clerk Finch asked if the fee needed to be added to the penalty assessment or if it was already included and if you add the fee even if you have not had court. Attorney Kathy Riley stated that she would look into that and figure it out.

Ms. Dawson motioned to postpone the issue until the next meeting when it was clarified, seconded by Mr. Brown. The motion carried unanimously.

First Consideration - Discussion & Possible Decision To Publish Ordinance #2018-08 Prohibiting Offenses Relating To Public Order And Safety And Establishing Penalties For Violation

Marshal Michael Zamora stated that currently he and his department must have these types of cases prosecuted in Magistrate Court which includes their time and travel. Marshal Zamora stated that they can be dealt with in the Village's Municipal Court. He stated that it will also bring in some

revenue and that they can prosecute Ordinances here and Statutes in Magistrate. Mrs. Middleton stated that she would like to hear Judge Scartaccini's opinion on the subject before it is published.

Mrs. Scartaccini motioned to postpone the item until the next agenda to get further input from the Municipal Judge, seconded by Ms. Dawson. The motion carried unanimously.

Discussion & Possible Decision Regarding Advertising For Deputy Marshal Position

Mrs. Middleton asked Marshal Zamora if another deputy was necessary. Marshal Zamora stated that it would be necessary because Deputy Coslin would be attending the Law Enforcement Academy in July 2019.

Ms. Dawson motioned to approve advertising for the Deputy Marshal position, seconded by Mr. Brown. The motion carried unanimously.

Discussion & Possible Decision Regarding Rescheduling The December 24, 2018 Regular Meeting

Clerk Finch stated that the meeting could be moved, or it could be cancelled, and the next regular meeting would be on January 14, 2019.

Mrs. Middleton motioned to cancel the December 24, 2018 meeting because it was during the Christmas holiday, seconded by Ms. Dawson.

Mayor Rumpf suggested that Clerk Finch request a roll call vote:

Mr. Nelson	AYE
Ms. Dawson	AYE
Mrs. Middleton	AYE
Mr. Brown	AYE

The motion carried unanimously.

Public Input - 1 Topic Per Person - 3 Minute Limit

Ms. Dawson asked if anyone had heard back from the Electric Coop on who is authorizing street lights to be darkened. Mayor Rumpf stated that he was still working on that.

Ms. Catherine DeMaria stated that Village Hall and the Library look nice for the holiday. Ms. DeMaria asked if the Village could put up signage showing that shooting is no longer allowed at the old shooting range and signage for the burn pile? Mayor Rumpf stated that he would take care of that. Mrs. Middleton

stated that a lot of stop signs are faded or damaged and they should be replaced.

Ms. Dawson motioned to adjourn the meeting at 7:11 p.m., seconded by Mr. Brown. The motion carried unanimously.

Respectfully Submitted,

Stephanie Finch, CMC, CPO
Clerk/Treasurer

Richard Rumpf
Mayor

Minutes Taken By:

Carleen Gomez, CMC
Deputy Clerk

**VILLAGE OF MAGDALENA
BOARD OF TRUSTEES
BUDGET ADJUSTMENT RESOLUTION NO. 2019-04**

WHEREAS, the Board of Trustees of the Village of Magdalena met in regular session on _____ did propose to make certain transfer(s) or increase(s); and

WHEREAS, the Village of Magdalena asks that authorization for the following transfer(s) or increase(s) be granted:

(List funds and/or items involved) From 500 to 500

1. Increase expenditures in the Ambulance Fund (500) by \$20,000.00 for an ending budget of \$22,348.00

And **WHEREAS**, the reason(s) for the above transfer(s) or increase(s) is (are):

1. Increase expenditures in the Ambulance Fund (500) for the purchase of supplies and equipment.

NOW THEREFORE, it is respectfully requested that authorization to make the above transfer(s) or increase(s) be granted by the Local Government Division of the Department of Finance and Administration.

PASSED, SIGNED AND APPROVED BY the Governing Body of the Village Magdalena, this _____ day of _____, 20____.

Mayor

Attested:

Clerk/Treasurer

Stephanie Finch

From: Michael Bisbee <michael_bisbee@yahoo.com>
Sent: Monday, January 7, 2019 3:37 PM
To: Stephanie Finch
Subject: VILLAGE of MAGDALENA FIRE / EMS REPORT December 2018

VILLAGE of MAGDALENA FIRE / EMS REPORT December 2018

FIRE

12/8/18 - All units participated in Light Parade

12/19/18 - Responded to fire at rodeo grounds: hot ashes dumped adjacent to brush pile

12/24/18 - Extigulsh grass fire Ash / 5th Street

EMS

Magdalena Volunteer EMS Department responded to 5 calls for service

Best Regards, Michael Bisbee Chief: MVFD / EMS

Magdalena Marshal's Office

<i>Monthly Report</i>	<i>November</i>	<i>Year: 2018</i>
Michael Zamora		
Total Miles Driven:	402	
GENERAL CALLS:	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	14	673
TRAFFIC CITATIONS: State Statutes	0	
CRIMINAL CITATIONS	1	
ANIMAL CONTROL CITATIONS	4	
TRAFFIC ACCIDENTS		
D.W.I. ARRESTS	0	
FELONY ARRESTS		
MISDEMEANOR ARRESTS	2	
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS	5	
JUVENILE CASES		
DOMESTIC CASES	2	
CRIMINAL DAMAGE / PROPERTY	2	
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE	0	
PUBLIC SERVICE	4	
NM STATE POLICE		
SHERIFF'S OFFICE	1	
NM FISH & GAME	0	
US BORDER PATROL	0	
US FOREST SERVICE	0	
<u>OTHER:</u>	0	
ALARM CALLS	2	
FINGERPRINTING	0	
Driving Tests	0	
Misc. Cases	16	
<u>TOTALS:</u>	53	673

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : December Year: 2018

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								04 General Supplies
5	49643	49791	148	17.5	41			05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair 15
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								10
14								Invoice No.: _____ Amt.\$ _____
15								Date _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18	49791	50045	254	21.5	50.05			Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			402	39	91.5			\$15.00

I certify that the above is correct to the best of my knowledge.
 Signature: [Signature] Title: **MARSHAL**

Magdalena Marshal's Office

<i>Monthly Report</i>	<i>December</i>	<i>Year: 2018</i>
Dylan CoeIn		
Total Miles Driven:	1975	
GENERAL CALLS:	AMOUNT	REVENUE
TRAFFIC CITATIONS: Village Ordinances	57	3478
TRAFFIC CITATIONS: State Statutes		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
TRAFFIC ACCIDENTS	1	0
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS	3	0
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS	2	0
JUVENILE CASES		
DOMESTIC CASES	3	0
CRIMINAL DAMAGE / PROPERTY	1	0
ASSISTANCE CALLS:		
AMBULANCE/FIRE	1	0
PUBLIC SERVICE		
NM STATE POLICE		
SHERIFF'S OFFICE	1	0
NM FISH & GAME		
US BORDER PATROL		
US FOREST SERVICE		
OTHER:		
ALARM CALLS		
FINGERPRINTING		
Driving Tests		
Misc. Cases		
TOTALS:	69	3478

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : December year: 2018 M-2

License Number: G97490
 Make and Model: 2016 Silverado

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	45621	45910	289	20.5	48.03			03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7	45910	46222	310	20.8	48.73			07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11	46222	46472	250	18.8	43.7			(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								Date _____
14								Invoice No.: _____ Amt.\$ _____
15	46472	46773	301	20.8	48.73			Date _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19	46773	47021	248	18.6	43.35			Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22	47021	47294	273	21.11	48.95			Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27	47294	47615	321	20.41	47.34			Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29	47615	47885	270	19.4	45			Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			2262	160.4	373.83		0	

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

Signature: 

Title: Deputy Coslin

MZ

Stephanie Finch

From: Kayla Scartaccini
Sent: Friday, January 11, 2019 10:40 AM
To: Stephanie Finch; Carleen Gomez
Subject: Court report

It's Thursday and I got it done by the skin of my teeth. sorry! Have a great day!

December 2018
3 cases

Unreasonable noise (dog barking)- dismissed after defendant stated dog was deceased since report had been made.

No registration- dependent states the ranch he worked for was trying to find registration for vehicle. Vehicle is parked and not being driven. Allotted 30 days to show proof and would continue it at the next court date.

Speeding- Defendant was found guilty and ordered to pay \$59 in fines/fees within 30 days.

Total \$59.00

Judge Kayla Scartaccini
Magdalena Municipal Court

Librarian's Report

Report for DECEMBER 2018 (Numbers in parenthesis are last years)

Days open: 19 (19) Days le.: 109 (115) Hours.

Days closed (besides Sundays, and Wednesdays) **2 (2) 12/24 & 12/25**

EVENTS: 4 (6)

12/1/2018 Peggy Hardman: Yes in My Backyard! **18 ppl**

12/6/2018 Pre K: **18 ppl. 15 kids 3 adults**

12/15/2018 Santa visited Library **47 ppl (15 children)**

12/15/2018 Paul Harden: Magdalena Township **34 ppl**

12/26/2018 Cricket Courtney: Kwanzaa **16 ppl (1 child)**

Total Events: Adults 5 / 113 ppl (6 & 156ppl) Children specific 3 / 81 attendees. - 102 Adults / 31 children

Library Usage:

Number of people visiting Library: **537 Total (420)**

Museum visits: **15 (closed)**

Books/DVDs/ audio checked out: **Total: 464 (452)**

Books: 173 (206), DVD's: 291 (246), audio: 7 (?).

Total including ebooks/audio: (464 & 87) = 551 - (452 & 73 = 525)

eBooks/audio books checked out: 87 (73) - 19/33 (place in consortium), eBooks: 62 (17/33) - audio: 25 (26) 22/33

New membership cards issued: **3 - 3 adults, 0 child. (2)**

Inter Library Loan requests processed: **8 books, 10 articles.(16)**

Volunteers: **8** volunteers helped in the library, shelving, cataloging and labeling books etc., Nelda Baker, Celia LaTasa, Gary Etter, Don Phillips, Linda Montoya, Cricket Courtney, Kenda Willey, Anne DeCorey **Total of 15 + hrs.**

Number of computer users and hours used:

86 (66) people signed in to use computers. 134 (126) hours used. Chromebook usage: 3 hrs. (0) Various people using wireless inside and outside as well. Various tourists using wifi...

Webinar for eRate: 12/20 E-rate Library Pilot Coordination Meeting

Webinar for WCC: 12/20 WCC follow up.

Respectfully submitted,
Yvonne Magener, Library Director



VILLAGE OF MAGDALENA

REQUEST TO BE PLACED ON AGENDA

Todays Date: 1/3/19
Date of Meeting: Jan 14 19
Name: MARK O. CORTNER
Address: POB 1086 Mag Zip: _____
Phone Number: 575-418-8251
Email Address: markcortner@msn.com

Item request will be for: (Please check one)

<input type="checkbox"/> Information Only	<input type="checkbox"/> Action Item	<input checked="" type="checkbox"/> Discussion/Action
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Report	<input type="checkbox"/> Other: _____

Brief description of topic to be discussed:

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

People are hunting, partying on village
property behind my property (old airport).
The access needs to be stopped.

Signature: Mark O. Cortner

Please return to:
Stephanie Finch, Clerk/Treasurer
Village of Magdalena
Magdalena, NM 87825

Phone: 575-854-2261 * Fax: 575-854-2273 * Email: clerk@villageofmagdalena.com

Mayor's Approval: [Signature] Date: 1-9-19



**Socorro County Walkability Workshop
Planning Meeting II**

8 January 2018 • 9 AM • Magdalena Village Offices

- 1. Identify 5 Assessment Sites (Roads, Intersections, Parks, Schools, etc.)**

- 2. Invitation List**
 - a. Identify Stakeholders to Personally Invite (local gov't, DOT, medical center, USFS, school administrators, business owners, state representative, etc.)**
 - b. Media Campaign to Encourage Public to Attend**

- 3. Choose Meeting Location, Date, and Time**

- 4. Tasks**
 - a. Create Audit Forms**
 - b. Create Walking Maps**
 - c. Print Large Maps for Whole Group**
 - d. Invite Stakeholders**
 - e. Create Flyer**
 - f. Reach out to Local Media**

- 5. Other Trail Projects/Grant Opportunities – Doppelt? FLAP?**



108 N. MAIN STREET
P.O. BOX 145
MAGDALENA, NM 87825
PH: (575) 854-2261
FAX: (575) 854-2273
www.villageofmagdalena.com



January 11, 2019

Village of Magdalena
Board of Trustees
108 N. Main Street
Magdalena, NM 87825

Re: Lodger's Tax Advisory Board Appointees

Dear Board of Trustees,

I respectfully request your approval of my appointees to the Lodger's Tax Advisory Board as follows:

- Wanda Mansell – High Country Lodge
- Gail Armstrong – Magdalena Hall Hotel
- Fritz Kapraun – La Posada Art Gallery
- Kayla Kersey – Steer Stop
- To be determined – Member at large

Sincerely,

Richard Rumpf
Mayor

**VILLAGE OF MAGDALENA
BOARD OF VILLAGE TRUSTEES
RESOLUTION № 2019-01**

**VILLAGE OF MAGDALENA
SETTING LEASE RATES FOR USE OF AIRPORT FACILITIES**

WHEREAS, the Village of Magdalena Board of Trustees met in a regularly scheduled meeting on January 14, 2019 at 6:00 p.m. at Village Hall at 108 N. Main Street, Magdalena, New Mexico 87825; and,

WHEREAS, the governing body of a municipality with a mayor-council form of government shall manage and control the finances and all property, real and personal, belonging to the municipality, NMSA 1978, Section 3-12-3(A)(3); and,

WHEREAS, the governing body of a municipality may sell, lease or otherwise dispose of or allow the use of any real or personal property or any interest acquired or used for the purposes included in the Municipal Airport Law, NMSA 1978, Section 3-39-4(E); and,

WHEREAS, the Village leases airport property for uses such as hangars, tie-downs, and fly-ins, but has not had valid, written leases in effect since 2009; and,

WHEREAS, use of the premises may be allowed for other events as long as such use does not interfere with airport purposes; and,

WHEREAS, the Village desires to set rates for lease at its discretion by Resolution which may be amended periodically.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees for the Village of Magdalena does hereby set the following rates:

Descrip. Space	Daily	Monthly	Yearly
Hangar (space)			\$600.00
Tie-Down	\$3.00	\$25.00	\$150.00
Non-airport use (See Facility Use Policy)			
Fly-Ins			
Hangar (installed)			\$1,500.00

**PASSED, APPROVED and ADOPTED by the Village of Magdalena Board of Trustees on
January 14, 2019.**

Approved:

Richard Rumpf, Mayor

Attested:

Stephanie Finch, Clerk/Treasurer

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date

Nov 27, 2018

Project Location

N29 - MAGDALENA AIRPORT

Sponsor

MAGDALENA, VILLAGE OF

Address

PO BOX 145

City

MAGDALENA

NM

Zip Code

87825

The Sponsor must print and mail (3) three copies all with original signatures to:

**NMDOT - AVIATION DIVISION
PO BOX 9830
ALBUQUERQUE, NM 87119**

Participation

STATE ONLY

Funding Breakdown

90-10

Contract No. _____

Project No.

N29-19-02

Vendor No.

0000054348

Expiration Date _____

Purchase Order No: _____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective as of the date of the last party to sign on the signature page below.

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

1. Purpose.

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

a. Project Description:

ACTION PLAN UPDATE

- b. **Site of Development.** The site of development is identified on the property map, attached as Exhibit A.
- c. **Funding.** Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State

\$ 11,363

2. The Sponsor Shall:

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

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

3. The Department Shall:

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

4. Both Parties Agree:

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

5. Method of Payment - Reimbursement.

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

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

6. Accountability of Receipts and Disbursements.

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

7. Term.

The Agreement becomes effective upon signatures of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

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

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

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

9. Disposition of Property.

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

10. Representations and Certification.

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

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

11. Assurances.

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

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

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

12. Third Party Beneficiaries.

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

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

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

15. Terms of this Agreement.

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

16. Equal Opportunity Compliance.

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

17. Appropriations and Authorizations of State and Federal Funds.

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

18. Severability.

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

19. Applicable Law.

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

20. Principal Contacts and Notices.

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

Name: Daniel R. Moran
 Title: Grants Administrator

Address: New Mexico Department of Transportation - Aviation Division
 PO Box 9830
 Albuquerque, NM 87119

Office: (505) 244-1788 ext. 9112
 Fax: (505) 244-1790
 E-mail: dan.moran@state.nm.us

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

21. Amendment.

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

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
Aviation Division Director
or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

SPONSOR

Print Name: _____

By: _____

Date: _____

Title: _____

**Village of Magdalena
County of Socorro
State of New Mexico**

ORDINANCE # 2019-01

**AN ORDINANCE PURSUANT TO NMSA 1978, SECTION 1-22-3.1 (2018) TO OPT IN TO THE
ELECTION OF THE MUNICIPAL OFFICERS OF THE VILLAGE OF MAGDALENA IN THE REGULAR
LOCAL ELECTION.**

WHEREAS, on July 1, 2018 the Local Election Act went into effect as Chapter 1, Article 22, NMSA 1978 establishing the Regular Local Election, a consolidated election day for non-partisan local government bodies on the first Tuesday after the first Monday in November of each off-numbered year; *and*

WHEREAS, the Local Election Act also established the Municipal Officer Election Day on the first Tuesday of March of even-numbered years; *and*

WHEREAS, the Local Election Act provides the option for each municipality to determine if its elective officers shall be elected on the Municipal Officer Election Day or at the Regular Local Election; *and*

WHEREAS, the Village of Magdalena has considered the issues related to opting in, including uniformity of procedure and convenience for the voters.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF MAGDALENA,
NEW MEXICO:**

SECTION 1. MUNICIPAL OFFICERS TO BE ELECTED AT THE REGULAR LOCAL ELECTION

Pursuant to Subsection B of Section 1-22-3.1 NMSA 1978, the Village of Magdalena opts in to the election of its municipal officers in the Regular Local Election.

SECTION 2. ADJUSTMENT OF TERMS TO CORRESPOND WITH NEW ELECTION DATE

The terms of office for the current municipal office holders shall be adjusted, so that:

(A) municipal officers elected or appointed to a term ending in 2020 shall serve until December 31, 2019, the new term of the position shall be elected at the regular local election in November 2019, and the new term shall commence January 1, 2020; and

(B) municipal officers elected or appointed to a term ending in 2022 shall serve until December 31, 2021, the new term of the position shall be elected at the regular local election in November 2021, and the new term shall commence January 1, 2022.

SECTION 3. FILING WITH SECRETARY OF STATE

Following approval of this ordinance, the Municipal Clerk shall file a copy of the ordinance with the secretary of state no later than January 30, 2019.

PASSED, ADOPTED, AND APPROVED at Magdalena on this 14th day of January 2019.

Richard Rumpf
Mayor of the Village of Magdalena

ATTEST:

Stephanie Finch, Municipal Clerk/Treasurer



**VILLAGE OF MAGDALENA
ORDINANCE No. 2019-02**

AN ORDINANCE RELATING TO THE NEW MEXICO UNIFORM TRAFFIC ORDINANCE ADOPTED BY THE VILLAGE OF MAGDALENA; ESTABLISHING A PENALTY ASSESSMENT PROGRAM; DEFINING PENALTY ASSESSMENT MISDEMEANORS; ESTABLISHING LISTED SCHEDULE OF PENALTY ASSESSMENTS; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREOF.

WHEREAS, NMSA 1978 Section 3-17-1(A) provides that municipalities may adopt ordinances for the purpose of effecting or discharging the powers and duties conferred by law upon the municipality; and,

WHEREAS, NMSA 1978 Section 66-8-130 allows municipalities to pass ordinances establishing a penalty assessment program for traffic violations, in addition to mandatory fees; and,

WHEREAS, NMSA 1978 Section 3-18-17 limits allowable penalties for certain violations.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MAGDALENA AS FOLLOWS:

SECTION I. PENALTY ASSESSMENTS AND FEES

- A.** The term "Penalty Assessment Misdemeanor" means violation of the following sections of the New Mexico Traffic Code as adopted and amended from time to time by the Village. The term does not include any violation that has caused or contributed to the cause of an accident resulting in injury or death to any person.

Common Name of Offense	Section Violated	Penalty Assessment
Improper Display of Registration	66-3-18	\$25.00
Failure to Notify of Change	66-5-22	\$25.00

of Name or Address on License		
Expiration of Dealer Plates	66-3-403	\$25.00
Permitting Unauthorized Minor to Drive	66-5-40	\$50.00
Failure to Obey Stop Sign	66-7-104	\$50.00
Failure to Obey Signal	66-7-105	\$30.00
Unfastened Safety Belt	66-7-372	\$50.00
Child Unrestrained	66-7-369	\$100.00
Minimum Speed	66-7-305	\$25.00
Following Too Closely	66-7-318	\$25.00
Failure to Yield	66-7-328 -- 66-7-331	\$25.00
Passing School Bus	66-7-347	\$80.00
Minor on Motorcycle without Helmet	66-7-357	\$100.00
Littering	66-7-364	\$100.00
Destructive or Injurious Material on Roadway	66-7-364	\$100.00
Texting While Driving	66-7-374	\$50.00
Texting While Driving Second or Subsequent Violation	66-7-374	\$100.00
Overtaking Vehicle from Left	66-7-312	\$25.00
Roadways Laned for Traffic	66-7-317	\$25.00
No Registration	66-3-1	\$50.00
Evidence of Registration to be Exhibited on Demand	66-3-13	\$25.00
Parking in Disabled Spaces	66-7-352.5	\$50.00
Passing in No Passing Zones	66-7-317	\$50.00
Drivers to be Licensed	66-5-2	\$50.00
Lighted Lamps Required	66-3-802	\$50.00
Operable Tail Lamps	66-3-805	\$25.00
Lamp or Flag on Projecting Load	66-3-824	\$25.00
One Way Road	66-7-316	\$50.00
Turn Signals Required	66-7-325	\$25.00
Failure to Stop from private drive or alley	66-7-346	\$25.00
Failure to Yield to Emergency Vehicle	66-7-332	\$75.00
Failure to Yield to Oncoming Vehicle	66-7-332.1	\$25.00
License to be Exhibited on	66-5-16	\$25.00

Demand		
Drivers to Use Due Care	66-7-337	\$50.00
Open Container (first offense)	66-8-138	\$25.00
Speeding (up to 5 miles over)	66-7-301	\$25.00
Speeding (from 6 to 10 miles over)		\$50.00
Speeding (from 11-20 miles over)		\$75.00
Speeding (over 20 miles over)		\$90.00

- B.** When an alleged violator of a penalty assessment misdemeanor elects to accept a notice to appear in lieu of a notice of penalty assessment, no fine imposed upon later conviction shall exceed the penalty assessment established for the particular penalty assessment misdemeanor.
- C.** In addition to the accepted penalty assessment, there shall be assessed a penalty assessment fee of ten dollars (\$10.00) to be deposited in a special fund in the Village treasury for use by the Village only for municipal jailer training; for the construction planning, construction, operation and maintenance of the municipal jail; for paying the costs of housing the Village's prisoners in other detention facilities; or for complying with match or contribution requirements for the receipt of federal funds relating to jails. Should the balance in this fund exceed the amount projected to be needed for the next fiscal year for the purposes described in this paragraph, the Village may transfer the unneeded balance to the General Fund.
- D.** All penalty assessments shall be processed by the municipal court, and all fines and fees collected shall be deposited in the treasury of the Village. A copy of each penalty assessment processed shall be forwarded to the Motor Vehicle Division within ten days of completion of local processing for posting to the driver's record. With the prior approval of the Director, the required information may be submitted to the Division by electronic means in lieu of forwarding copies of the penalty assessments.

SECTION II. OPTIONS; EFFECT

- A.** Unless a warning notice is given, at the time of making an arrest for any penalty assessment misdemeanor, the arresting officer shall offer the alleged violator the option of accepting a penalty assessment. The violator's signature on the penalty assessment notice constitutes an acknowledgement of guilty to

the offense stated in the notice, and payment of the prescribed penalty assessment is a complete satisfaction of the violation.

- B.** Payment of any penalty assessment must be made by mail to the Municipal Court, Traffic Violations Bureau, Village of Magdalena, New Mexico within thirty (30) days from the date of arrest. Payments are timely made if postmarked within this time limit. The Traffic Violations Bureau shall issue a receipt when a penalty assessment is paid by currency, cashier's check, or money order, but a check tendered by the violator upon which payment is received is sufficient receipt.
- C.** No record of any penalty assessment payment is admissible as evidence in any court in any civil action.

SECTION III. FAILURE TO PAY

- A.** If a penalty assessment is not paid within thirty (30) days from the date of arrest, the violator shall be prosecuted for the violation charged on the penalty assessment notice in a manner as if the penalty assessment notice had not been issued.
- B.** The Office of the Municipal Court shall notify the Motor Vehicle Division of the State of New Mexico when a person fails to pay a penalty assessment within the required period of time. The Division shall report the notice upon the driver's record and shall not renew the person's license to drive until the Municipal Court notifies the Division that the penalty assessment or its equivalent, as well as any additional penalties imposed, are properly disposed of.

SECTION IV. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or any portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION V. ORDINANCES REPEALED

All Ordinances and parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed, including, but not necessarily limited to Ordinance 2003-05.

APPROVED, ADOPTED and PASSED this day of , 2019.

Approved:

Richard Rumpf, Mayor

**Katherine Stout, General Counsel as to
legal sufficiency**

Attested:

**Stephanie Finch
Village Clerk/Treasurer**



**VILLAGE OF MAGDALENA
ORDINANCE 2019-03**

**AN ORDINANCE PROHIBITING OFFENSES RELATING TO PUBLIC ORDER AND
SAFETY AND ESTABLISHING PENALTIES FOR VIOLATION**

WHEREAS, municipalities may adopt ordinances not inconsistent with the laws of the State of New Mexico for the purpose of providing for the safety and order of the municipality and its inhabitants and enforcing obedience by prosecution in municipals court by imposing fines, court costs, and/or imprisonment. NMSA 1978, Section 3-17-1 and Section 35-14-11(A).

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF
THE VILLAGE OF MAGDALENA AS FOLLOWS:**

SECTION A.

- 1. ASSAULT.** It is unlawful for any person, by unlawful act, threat or menacing conduct to cause another person to believe that he or she is in danger of receiving an immediate battery; or, to attempt to batter another person.
- 2. BATTERY.** It is unlawful for any person to unlawfully and intentionally touch or apply force to the person of another in a rude, insolent, or angry manner.
- 3. DISORDERLY CONDUCT.** It is unlawful to:
 - a.** engage in violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct which tends to disturb the peace;
 - b.** engage in fighting or tumultuous behavior;
 - c.** disturb public property or property of another so as to create hazardous, unhealthy, or physically offensive conditions;
 - d.** commit trespass on residential or public property. "Trespass" shall mean:

- i. entering upon, or refusing to leave any private property of another, either where such property has been posted with “no trespassing” signs, or where immediately prior or subsequent to such entry, notice is given by the owner or occupancy that such entry or continued presence is prohibited.
 - ii. Entering upon, or refusing to leave, any public property in violation of regulations promulgated by the official charged with the security, care or maintenance of the property and approved by the governing body of the public agency owning property, where such regulations have been conspicuously posted or where immediately prior to such entry, or subsequent thereto, such regulations are made known by the official charged with the security, care, or maintenance of the property, his agent or a police officer.
- 4. **CONCEALING IDENTITY.** It shall be unlawful for any person to conceal his true name or identity or to disguise himself with the intent to obstruct the due execution of the law or with the intent to intimidate, hinder or interrupt any public officer or any other person in the legal performance of their duty under the laws of the federal government, the State, or the Village.
- 5. **LARCENY.** It shall be unlawful for any person to steal property, goods, or chattels of whatever kind or character the value of which is under \$250.
- 6. **EMBEZZLEMENT.** It shall be unlawful for any person entrusted with property valued at under \$250 to fraudulently convert or attempt to convert such property to his or her own use.
- 7. **SHOPLIFTING.** It shall be unlawful to commit any one of the following acts willfully, in regard to merchandise valued at under \$250:
 - a. Take possession of any merchandise with the intention of converting it without paying for it;
 - b. Conceal any merchandise with the intention of converting it without paying for it;
 - c. Alter, conceal, or transfer any label, price tag, or marking upon any merchandise with the intention of depriving the merchant of all or part of the value of it.

SECTION B.

1. Upon conviction by trial or plea of guilty or no contest of any offense prohibited by this Ordinance, the Municipal Court may impose a fine of \$500, ninety (90) days imprisonment, or both.
2. Should the sentence be suspended in whole or in part, the Municipal Court may impose a term of probation not to exceed one (1) year on terms and conditions it deems best and when the judge is satisfied it will serve the ends of justice and of the public and that the defendant's liability for any fine or other punishment imposed is fully discharged upon successful completion of the terms or conditions of probation. As a condition of probation, the Court may require the defendant to serve a period of time in community service (any labor that benefits the public at large or any public, charitable or educational entity or institution) at its discretion, provided that any person receiving community service shall be immune from any civil liability other than gross negligence arising out of the community service, and any person who performs community service pursuant to court order shall not be entitled to any wages, shall not be considered an employee for any purpose, and shall not be entitled to workmen's compensation, unemployment benefits or any other benefits otherwise provided by law.
3. Upon conviction, the Court shall impose municipal court costs as provided by Ordinance No. 2015-05.

APPROVED, ADOPTED and PASSED this day of , 2019.

Approved:

Richard Rumpf, Mayor

Katherine Riley, General Counsel as to
legal sufficiency

Attested:

Stephanie Finch
Village Clerk/Treasurer

**VILLAGE OF MAGDALENA
ORDINANCE 2019-04**

**LIMITING OPEN BURNING WITHIN THE INCORPORATED
AREAS OF THE VILLAGE OF MAGDALENA; PROVIDING FOR
PENALTIES**

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and,

WHEREAS, NMSA 1978, Section 3-17-1, et. seq. provides that municipalities may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on municipalities, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of the municipality and its inhabitants; and,

WHEREAS, State Administrative Code proscribes certain open burning and does not preempt more stringent controls provided by any local law. NMAC 20.2.60.6(A).

WHEREAS, Village Resources are limited and emergency services cannot be available at all times should a fire become out of control.

NOW THEREFORE, BE IT ORDAINED that the Board of Trustees of the Village of Magdalena adopts the following Ordinance proscribing open burning and establishes penalties for violation.

Section 1. DEFINITIONS

- A. Household Waste: means any waste including garbage and trash, derived from households including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds and day use recreation areas.
- B. Nonattainment Area: means an area which has been designated under Section 107 of the Federal Clean Air Act as nonattainment for one or more of the national ambient air quality standards by the federal Environmental Protection Agency.
- C. Open Burning: means any manner of burning, whether caused, suffered or allowed, not in a device or chamber designed to achieve combustion, where the products of combustion are emitted, directly o

- indirectly, into the open air; open burning does not include detonation of manufactured explosives.
- D. **Pile Volume:** means the gross volume of a pile, including the air space between solid constituents, as calculated from the overall dimensions and shape of the pile.
- E. **Salvage Operation:** means any operation to salvage or reclaim any material for use or sale, such as reprocessing of used motor oils, metals, wire, chemicals, shipping containers, or drums and specifically including automobile graveyards and junkyards.
- F. **Vegetative Material:** means plant material, including:
- a. Grass, grass clippings, leaves, conifer needles, bushes, shrubs, trees, and clippings from bushes, shrubs and trees, resulting from maintenance of yards or other private or public lands; and
 - b. Wood waste, clean lumber, wood and wood products, including tree stumps, trees, tree limbs, bark, sawdust, chips, craps, slabs, millings, and shavings, which have not been painted, pigment-stained, or treated with compounds containing chromium, copper, arsenic, pentachlorophenol, or creosote.

Section 2. STATE LAW

- A. State law prohibits the open burning of household waste. NMAC 20.2.60.110(B).
- B. State law prohibits burning associated with a salvage operation. NMAC 20.2.60.110(A)(2).
- C. State law prohibits the burning of more than ten (10) acres or one thousand (1,000) cubic feet of piled material per day unless the requirements of the Smoke Management Regulation, NMAC 20.2.65 are met.
- D. State law prohibits burning within 300 feet of neighbors (dwellings, workplaces, places where people congregate) unless the requirements of the Smoke Management Regulation, NMAC 20.2.65 are met.
- E. Material to be burned must be as dry as practicable.
- F. Material to be burned must be free of paper, plastic, and other trash.
- G. State law prohibits burning earlier than one hour before sunrise, and the burn must be extinguished one hour before sunset.
- H. State law prohibits an unattended burn.
- I. State law prohibits the use of motor oil as an accelerant, and only the minimum amount of auxiliary fuel may be used.
- J. State law prohibits open burning in a nonattainment area.
- K. State law requires that burning shall be in compliance with 20.9.1 NMAC (Solid Waste Management).
- L. State law requires that burning shall not be conducted when an air pollution episode is in effect.

Section 3. VILLAGE LAW

A. The open burning of vegetative material in accordance with, and not prohibited by, State Law may be performed only upon the declaration of the Mayor, with the advise of the Fire Chief, a "Burn Day". "Burn Days" will be advertised as public meetings are.

B. Any other open burning within Village limits is prohibited. Ashes generated by a burn must be completely cooled then disposed of at the Transfer Station, pursuant to the Joint Utilities Ordinance.

Section 4. PENALTIES

Persons in violation of this Ordinance; Section 4 A or B may be fined in an amount not to exceed five hundred dollars (\$500) and imprisoned for not more than ninety (90) days.

Section 5. SEVERABILITY

If any section, subsection, sentence, clause, word or phrase of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, word or phrase thereof irrespective of the fact that any one or more section, sub-section, sentence, clause, word or phrase thereof be held unconstitutional or otherwise invalid.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2019.

Approved:

Richard Rumpf, Mayor

Katherine Riley, General Counsel as to
legal sufficiency

Attested:

Stephanie Finch
Village Clerk/Treasurer



VILLAGE OF MAGDALENA

ORDINANCE NO. 2019-05

**AN ORDINANCE OF THE GOVERNING BODY OF THE VILLAGE OF MAGDALENA
WATER WELLS LOCATED WITHIN THREE HUNDRED FEET (300') OF
MUNICIPAL WATER DISTRIBUTION LINES**

WHEREAS, the Village of Magdalena is desirous of controlling water within its boundaries;
and

WHEREAS, the Village of Magdalena wants to restrict the drilling of new domestic water wells
within its boundaries, as allowed by section 3-53-1.1 NMSA (1978 Comp.), as amended.

**NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE
VILLAGE OF MAGDALENA, NEW MEXICO as follows:**

1. The Village of Magdalena hereby restricts the drilling of new domestic water wells, except for properties zoned agricultural, if the property of the Domestic Well Applicant is within three hundred feet (300') of a municipal distribution water line, and if the Applicant's property is located within the boundaries of the municipality.
2. The above restriction has the following conditions: a) the total cost to the Applicant of extending the municipal water line and the meter and hook-up will not exceed the cost of drilling the domestic well; and b) the Village shall provide water service to the Applicant within ninety (90) days from the date that the Village denies the Applicant's permit.

3. Any Applicant for a new domestic well located within the boundaries of the municipality shall obtain a permit to drill the well, from the municipality, subsequent to the State Engineer's approval.
4. A copy of the Ordinance shall be filed with the State Engineer's Office upon its approval.
5. The Village of Magdalena must act on a new Domestic Well Permit within thirty (30) days of the receipt of said request or it shall be deemed approved.
6. The Village of Magdalena shall notify the State Engineer's Office of all municipal permit denials for domestic well authorization.
7. The decision of the Village of Magdalena may be appealed to the District Court in the county of the municipality.
8. Nothing in the Ordinance shall limit the authority of the State Engineer to administer water rights as provided by law.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 2019.

Richard Rumpf
Mayor

Kathy Riley
Village of Magdalena – Attorney

ATTEST:

Stephanie Finch
Clerk/ Treasurer