



VILLAGE OF MAGDALENA
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AGENDA
NOTICE OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
MONDAY, MAY 14, 2018
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 – APRIL 23, 2018**
 - b. SPECIAL MEETING – MAY 2, 2018**
- 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**
 - i. YVONNE MAGENER – DISCUSSION & POSSIBLE DECISION REGARDING INTERNET AT LIBRARY**
- 11. DISCUSSION AND POSSIBLE DECISION REGARDING APPROVAL TO REPLACE FLOOR IN HEALTH CLINIC**
- 12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SOCORRO AND THE VILLAGE OF MAGDALENA FOR LIMITED GRADING, MAINTENANCE AND REPAIR OF VILLAGE ROADS**
- 13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF QUOTE FOR AUDITING SERVICES**

- 14. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF AUDIT CONTRACT BETWEEN THE VILLAGE OF MAGDALENA AND RICE & ASSOCIATES, CPA**
- 15. DISCUSSION & POSSIBLE DECISION REGARDING HEALTH INSURANCE FOR EMPLOYEES**
- 16. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2018-04, A RESOLUTION SETTING PERCENTAGE OF CONTRIBUTION TO GROUP MEDICAL INSURANCE**
- 17. PUBLIC INPUT – 1 TOPIC PER PERSON – 3 MINUTE LIMIT**
- 18. 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, 100 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, April 23, 2018 at 6:00 p.m.**

DRAFT

Mayor Richard Rumpf called the meeting to order at 6:01 p.m.

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

Guests: Judyth Shamosh, Carol Courtney, Annie Danielsen, Mike Danielsen, Kim Obele, Larry Cearley, 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: Ms. Dawson motioned to approve the agenda as presented, seconded by Mr. Brown. The motion carried unanimously.

Approval of Minutes: Mr. Nelson motioned to approve the minutes of the Regular Meeting of the April 9, 2018, as presented, 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 Mr. Nelson. The motion carried unanimously.

Clerk Finch mentioned that the Library received the final GO Bond reimbursement in the amount of \$2,541.09.

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

Admin Office of Courts	\$378.00	Amazon Credit	\$1,028.03
Axon Enterprises, Inc.	3,541.32	DPC Industries	372.70
El Defensor Chieftain	677.92	Emergency Medical	29.04
Gall's	572.06	King Industries	3,348.15
Konica Minolta	232.61	Napa Auto Parts	459.44
NM Judicial Education	189.00	NM Municipal League	330.00
NM Taxation & Revenue	76.74	O'Reilly Auto Parts	55.16
Quill	278.43	SealMaster	330.00

Sierra Propane

7.42

Socorro Electric

3,781.71

Mayor's Report

Mayor Rumpf stated that he attended the New Mexico Rural Water Association Conference. He stated that Utilities Director Jake Finch and Joint Utility Worker Von Apachito also attended the conference and Mr. Finch tested for his Waste Water I and Mr. Apachito for his Water I. Mayor Rumpf stated that he is on the Board of Directors for Rural Water Region II. Mayor Rumpf was proud to announce that Clerk/Treasurer, Stephanie Finch was nominated and received that award of Medium Office Manager of the Year. Mayor Rumpf stated that he and Mr. Jim Nelson would be attending an EMS Conference.

Mr. Clark Brown took this time to read a disclosure of his business, Eagle Wholesale.

Clerk's Report

Clerk Finch stated that she attended the Clerk's and Finance Officers Spring Meeting. She stated that she was voted alternate Director of District 8 through the Clerk's and Finance Officers Association. She stated that a large topic of discussion was the issue with allowing municipalities to have the County Clerk take over municipal elections or not. She stated that some municipalities are against it because municipal guidelines are not the same as County guidelines. Clerk Finch stated that the County Commissioners would be the only group that would be allowed to canvass the election. Ms. Dawson questioned when the elections would be held. Clerk Finch stated that they would be held in November of odd numbered years. She stated that the cost would be \$250.00 per 1,000 people in the population opposed to \$6,000.00 that the Village paid in this recent election. Clerk Finch stated that there were some one-time costs this time. Ms. Finch stated that the Village would have to opt in or out by ordinance.

Kim Obele - Discussion & Possible Decision Regarding Magdalena Forest Service

Mrs. Obele introduced herself and stated that she was present to share information and get input and just give a general update of what is going on. She stated that the Forest Service hosted a collaboration meeting on April 6, 2018. She stated that Mayor Rumpf and Trustee Nelson were present at the meeting and would like to see a Village representative involved on local issues going forward. She stated that there would be quarterly meetings happening as well as larger group meetings and phone calls. Ms. Dawson agreed to represent the Village and sit on

the committee. Mrs. Obele stated that there is an issue with the large tree located next to the adobe on the corner of Kelly Road and Second Street. She stated that the tree is more than likely going to have to be removed. She stated that the issue is with the tree blocking a radio frequency off south baldy and it not being in compliance. She stated that there is a map with forest roads on it that is a work in progress. She explained that if you drive on a road that is not on the map you can be cited by Forest Service Law Enforcement, Game & Fish and NM State Police. She stated that the map in her office is constantly being edited. She reported that the Forest Service has an agreement with the County for work to some of the forest roads. She stated that fire restrictions are at Stage I as of April 18th and there is an upcoming prescribed burn scheduled but they are waiting for a good window to do it in. She added that the Magdalena Forest Service is currently fully staffed.

Mayor Rumpf and the Board of Trustees thanked Mrs. Obele for being at the meeting and giving the update.

Discussion & Possible Decision Regarding Approval Of Memorandum Of Understanding Between The Friends Of The Magdalena Public Library And The Village Of Magdalena

Mrs. Carol Courtney is the president of the Friends of the Library stated that the group would like to use the library during the Frontier Festival to set up a victorian style tea room in the children's area. She stated that the Friends of the Library would pay for all items needed and any revenues from that would go to the Friends of the Library.

Mrs. Middleton motioned to approve the Memorandum of Understanding, seconded by Ms. Dawson.

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

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

The motion carried unanimously.

Discussion & Possible Decision Regarding Approval Of Use Of Lodger's Tax Monies

Mrs. Middleton questioned who the sponsors were. Mayor Rumpf stated that they are still working on the sponsors but \$300.00 has come in and they are waiting on the corporate level sponsors. Clerk Finch stated that the lodger's tax budget is at about \$2,000.00 and it just varies as to what the Village

receives monthly and yearly. Mrs. Middleton stated that events are usually granted half of what they request and believes with the small budget that the fund has that would be reasonable.

Mr. Nelson motioned to grant \$400.00 being the full amount of what is being requested, seconded by Ms. Dawson.

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

Mr. Nelson AYE

Mrs. Middleton NAY

Ms. Dawson AYE

Mr. Brown AYE

The motion carried by majority.

Discussion & Possible Decision Regarding Rescheduling May 28, 2018 Board Meeting In Observance Of Memorial Day

Clerk Finch stated that the last meeting in May, on the 28th, would be the Memorial Day holiday. She stated that Village Hall would be closed in observance of that holiday and so that meeting would need to be rescheduled.

Mrs. Middleton motioned to hold that meeting on Thursday, May 31st, 2018 at 6:00 p.m., seconded by Ms. Dawson. The motion carried unanimously.

Discussion & Possible Decision Regarding Approval Of Resolution No. 2018-04, Authorizing The Execution And Delivery Of A Loan And Subsidy Agreement ("Loan Agreement") By And Between The Village Of Magdalena, New Mexico (The "Governmental Unit") And The New Mexico Finance Authority, Evidencing A Special Limited Obligation Of The Governmental Unit To Pay A Principal Amount Of No More Than \$102,250.00, Together With Interest, And Administrative Fees Thereon, And To Accept A Loan Subsidy Of No More Than \$306,750.00 For The Purpose Of Financing The Costs Of A Water Meter Replacement Project; Providing For The Pledge And Payment Of The Principal, Administrative Fees And Interest Due Under The Loan Agreement Solely From The Net Revenues Of The Joint Water, Wastewater And Solid Waste System Of The Governmental Unit; Setting An Interest Rate For The Loan; Approving The Form Of And Other Details Concerning The Loan Agreement; Ratifying Actions Heretofore Take; Repealing All Action Inconsistent With This Resolution; And Authorizing The Taking Of Other Actions In Connection With The Execution And Delivery Of The Loan Agreement

Clerk Finch stated that the Village has been awarded \$409,000.00 for the Radio Read Meter Project. She stated that it was a 75%

subsidized grant with a 25% loan. Clerk Finch stated that the Utility Department has two loans at this time. She stated that those loans include the sewer lagoons and the sewer jetter and tractor loan.

Ms. Dawson motioned to approve the agreement, seconded by Mr. Nelson.

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

Mr. Nelson AYE

Mrs. Middleton AYE

Ms. Dawson AYE

Mr. Brown AYE

The motion carried unanimously.

Public Input - 1 Topic Per Person - 3 Minute Limit

No public input was given.

Executive Session - 10-15-1(H) (2) & (7), Limited Personnel Matter & Litigation

Ms. Dawson motioned to go into Executive Session at 6:50 p.m., seconded by Mr. Brown.

Clerk Finch requested a roll call vote:

Mr. Nelson AYE

Mrs. Middleton AYE

Ms. Dawson AYE

Mr. Brown AYE

The motion carried unanimously.

a. Deputy Marshal

b. Village Of Magdalena Vs. Leyba Case No. 51827

Ms. Dawson motioned to go back into regular session at 7:09 p.m., seconded by Mr. Nelson.

Clerk Finch requested a roll call vote:

Mr. Nelson AYE

Mrs. Middleton AYE

Ms. Dawson AYE

Mr. Brown AYE

The motion carried unanimously.

Discussion & Possible Decision Regarding Take Home Vehicle For Deputy Marshal

Mrs. Middleton motioned to respond to Deputy Brannon stating that his position is based on Magdalena residency and he has yet

to move here. Therefore, denying his request to use his unit to commute back and forth from his residence in Socorro, immediately. He also must move to the Village within two weeks, seconded by Mr. Nelson.

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

Mr. Nelson AYE

Mrs. Middleton AYE

Ms. Dawson AYE

Mr. Brown AYE

The motion carried unanimously.

Ms. Dawson motioned to adjourn the meeting at 7:13 p.m., seconded by Mr. Nelson. The motion carried unanimously.

Respectfully Submitted,

Stephanie Finch, CPO
Clerk/Treasurer

Richard Rumpf
Mayor

Minutes Taken By:

Carleen Gomez, CMC
Deputy Clerk

**Minutes of the Special Work Session Of The Village of Magdalena
Board of Trustees
Held Wednesday, May 2, 2018 at 9:00 AM**

DRAFT

Mayor Rumpf called the work session to order at 9:02 a.m.

Present: Mayor Richard Rumpf, James Nelson, Lynda Middleton,
Clark Brown, Stephanie Finch - Clerk

Absent: Donna Dawson

Guests: Carleen Gomez - Deputy Clerk

Mayor Richard Rumpf requested that Mr. Clark Brown lead the gallery in reciting the Pledge of Allegiance.

Approval Of Agenda: Mrs. Middleton motioned to amend the agenda and move item #6 up for discussion and possible decision before the budget was discussed, seconded by Mr. Nelson. The motion carried unanimously.

**Discussion & Possible Decision Regarding Approval Of Revisions
To Assistant Clerk Personnel Description**

Clerk Finch read the letter that she submitted to justify having a full time assistant clerk. She explained that with more Deputies Ms. Gomez does Court Clerk duties as well as her Deputy Clerk Duties. Clerk Finch also explained that there are currently twelve grants and loans that she is managing along with all her Clerk and Treasurer duties. She stated that there are some added duties that need to be addressed as well. Mrs. Middleton also took this time to discuss health insurance and the need to look into costs.

Mrs. Middleton motioned to approve the revised personnel description and approved looking into health insurance plans, seconded by Mr. Nelson.

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

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

The motion carried unanimously.

Public Hearing - Discussion & Possible Decision Regarding Approval Of Fiscal Year 2019 Interim Budget

Clerk Finch took the time to discuss where revenues come from. Clerk Finch then proceeded to go over each fund.

When the Police budget was being discussed Mrs. Middleton explained that she would like to see the Village pay a better hourly rate than schedule overtime ahead of time.

While going over the Solid Waste budget for property insurance, it was discussed to look into covering only the property and not the liability insurance at the transfer station.

Mrs. Middleton also stressed the importance of having employees sign for their cellphones and any equipment and follow Village policy for the use of the equipment that the employee is assigned.

Clerk Finch stated that when the rate study was done and the water rates were increased, the sewer rates were not. She stated that the sewer rates now needed to be increased and she will work with the University of North Carolina to look into that.

After going through the whole FY 2019 Interim Budget Mr. Nelson motioned to approve it, seconded by Mrs. Middleton. The motion carried unanimously.

Discussion & Possible Decision Regarding Posting Of Assistant Clerk Position

Mrs. Middleton motioned to post the full time assistant clerk position, seconded by Mr. Nelson. The motion carried unanimously.

Public Input - 1 Topic Per Person - 3 Minute Limit

No public input was given.

Mrs. Middleton motioned to adjourn the work session at 11:37 a.m., seconded by Mr. Nelson. The motion carried unanimously.

Respectfully Submitted,

Stephanie Finch, CPO
Clerk/Treasurer

Richard Rumpf
Mayor

Minutes Taken By:

Carleen Gomez, CMC
Deputy Clerk

MAGDALENA MARSHAL'S OFFICE

Monthly Report

Officer: Magdalena Marshal's Office Month: April Year: 2018

Total miles driven: **3954**

GENERAL CALLS:	AMOUNT	REVENUE
TRAFFIC CITATIONS: Village Ordinances	53	\$3,446.00
TRAFFIC CITATIONS: State Statutes	3	Court
CRIMINAL CITATIONS	8	Court
ANIMAL CONTROL	4	Closed
TRAFFIC ACCIDENTS	5	Closed
D.W.I. ARRESTS		
FELONY ARRESTS	7	Closed
MISDEMEANOR ARRESTS	10	Closed
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS	21	2 Open
JUVENILE CASES	4	Closed
DOMESTIC CASES	1	Closed
CRIMINAL DAMAGE / PROPERTY	2	Closed
ASSISTANCE CALLS:		
AMBULANCE/FIRE	8	
PUBLIC SERVICE	23	
NM STATE POLICE	5	
SHERIFF'S OFFICE	11	
NM FISH & GAME	2	
US BORDER PATROL		
US FOREST SERVICE		
OTHER:		
ALARM CALLS	3	
FINGERPRINTING	7	
Driving Tests	4	
Misc. Cases	11	
TOTALS:	192	\$3,446.00



Magdalena Marshal's Office

Monthly Report	Month: April	Year: 2018
Larry Cearley	ID#:Mag-1	
Total Miles Driven: 919		
GENERAL CALLS:	AMOUNT	REVENUE
TRAFFIC CITATIONS: Village Ordinances	3	\$129.00/Warnings
TRAFFIC CITATIONS: State Statutes	3	Court
CRIMINAL CITATIONS	8	Court
ANIMAL CONTROL	4	Closed
TRAFFIC ACCIDENTS	2	Closed
D.W.I. ARRESTS		
FELONY ARRESTS	2	Closed
MISDEMEANOR ARRESTS	8	Closed
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS	14	1 Open/13 Closed
JUVENILE CASES	4	Closed
DOMESTIC CASES	1	Closed
CRIMINAL DAMAGE / PROPERTY		
ASSISTANCE CALLS:		
AMBULANCE/FIRE	4	
PUBLIC SERVICE	11	
NM STATE POLICE	5	
SHERIFF'S OFFICE	5	
NM FISH & GAME	2	
US BORDER PATROL		
US FOREST SERVICE		
OTHER:		
ALARM CALLS	2	
FINGERPRINTING	2	
Driving Tests	3	
Misc. Cases	10	
TOTALS:	93	\$129.00

LC

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : April year: 2018

License Number: G-93062
 Make and Model: 2015 Ford Expedition

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	43786							01 Chassis Maintenance
2								02 Electrical Maintenance
3	43786	43880	94	10.9				03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6	43880	44000	120	11.2				06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9	44000	44201	201	13.4				10 Tire Repair
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								6 Date: 04/10/18
14								Invoice No.: _____ Amt.\$ _____
15								Date _____
16	44201	44348	147	11.8				Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18	44348	44444	96	10.7				Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23	44444	44549	105	10.3				Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26	44549	44705	156	14.1				Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			919	82.4			0	\$86.00

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>April</u>	<u>Year: 2018</u>
Michael Zamora		
Total Miles Driven:		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	15	687
TRAFFIC CITATIONS: State Statutes	0	
CRIMINAL CITATIONS	0	
ANIMAL CONTROL CITATIONS	0	
TRAFFIC ACCIDENTS	0	
D.W.I. ARRESTS	0	
FELONY ARRESTS	0	
MISDEMEANOR ARRESTS	2	Assist M-3 & Mag1
12 HOUR HOLD ARREST	0	
CRIMINAL INVESTIGATIONS	4	
JUVENILE CASES	0	
DOMESTIC CASES	0	
CRIMINAL DAMAGE / PROPERTY	1	
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE	4	
PUBLIC SERVICE	0	
NM STATE POLICE	0	
SHERIFF'S OFFICE	2	
NM FISH & GAME	0	
US BORDER PATROL	0	
US FOREST SERVICE	0	
<u>OTHER:</u>		
ALARM CALLS	1	Golden Spur
FINGERPRINTING	0	
Driving Tests	1	
Misc. Cases	1	
<u>TOTALS:</u>	31	687


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

License Number: G97490
 Make and Model: 2016 SILVERADO

Report due in NO LATER THAN THE 10th OF THE MONTH								Maintenance Section
Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	
1	37066							01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6	37066	37497	431	15.3				06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair 15
10	37497	37722	225	15				11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13	37722	37896	174	14.3				10 4/28/2018
14								Invoice No.: _____ Amt.\$ _____
15								Date _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19	37896	38022	126	15				Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24	38022	38130	108	14.8				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			1064	74.4			0	\$15.00

I certify that the above is correct to the best of my knowledge.
 Signature: *Nick Famoso* Title: Deputy Marshal


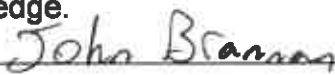
Magdalena Marshal's Office

Monthly Report	4/30/2018	
Marshal's Office - J.Brannan ID#:Mag-3		
Total Miles Driven:	1971	
GENERAL CALLS:	AMOUNT	REVENUE
TRAFFIC CITATIONS: Village Ordinances	35	\$2,630
TRAFFIC CITATIONS: State Statutes	0	0
CRIMINAL CITATIONS	0	0
ANIMAL CONTROL CITATIONS	0	0
TRAFFIC ACCIDENTS	3	0
D.W.I. ARRESTS	0	0
FELONY ARRESTS	5	0
MISDEMEANOR ARRESTS	0	0
12 HOUR HOLD ARREST	0	0
CRIMINAL INVESTIGATIONS	3	0
JUVENILE CASES	0	0
DOMESTIC CASES	0	0
CRIMINAL DAMAGE / PROPERTY	1	1
ASSISTANCE CALLS:		
AMBULANCE/FIRE	0	0
PUBLIC SERVICE	8	0
NM STATE POLICE	0	0
SHERIFF'S OFFICE	4	0
NM FISH & GAME	0	0
US BORDER PATROL	0	0
US FOREST SERVICE	0	0
OTHER:		
ALARM CALLS	0	0
FINGERPRINTING	5	0
Driving Tests	0	0
Misc. Cases	0	0
TOTALS: 	64	\$2,630

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : Apr year: 2018

License Number: G987489
 Make and Model: 2016 CHEVY

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	36467	36637	170	9.79	25.47			01 Chassis Maintenance
2	36637	36795	158	11.58	30.11			02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5	36795	36901	106	10.71	31.05			05 Interior Maintenance
6								06 Lubrication
7	36901	37098	197	11.68	30.38			07 Miscellaneous
8	37098	37254	156	13.34	34.68			09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12	37254	37415	161	11.05	28.72			Invoice No.: _____ Amt.\$ _____
13	37415	37556	141	13.27	39.82			Date: _____
14	37556	37701	145	13.28	34.54			Invoice No.: _____ Amt.\$ _____
15								Date _____
16	37701	37825	124	10.99	32.97			Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20	37825	38108	283	10.69	28.98			Invoice No.: _____ Amt.\$ _____
21				13.05	39.15			Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23	38108	38335	227	12.33	40.69			Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27	38335	38438	103	16.55	54.61			Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29	38438			14.19	46.83			Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			1971	172.5	498		0	

I certify that the above is correct to the best of my knowledge.
 Signature:  Title: Deputy 

Librarian's Report

Report for APRIL 2018

Days open: 20 Days, ie: 117 hours. (22 days ie: 127 hours).

Days closed (besides Sundays, and Wednesdays) 4/28/2018 Librarian took day off (5hrs. unpaid.)

EVENTS:

4/18/2018 Pamela Smith NMHC. Passions In print. 25 ppl.

4/2/2018 Sarah Cearley – Fermentation Workshop 18 ppl.

4/25/2018 Vincent DiMarco Explorations in Latin America 45 ppl.

Library Usage: (previous month in parenthesis)

Number of people visiting Library: 596 (609) & 196 events. TOTAL: 792

Museum visits: Museum under construction. +- 20 (open house VLA) ...

Books/DVDs checked out: Total: 374 (books; 186, DVD's: 188, Audio 14 ((539)

Books: 238, DVD's:301, Audio: 14)

Total including ebooks/audio TOTAL: 478 (634).

eBooks/audio books checked out: Total: 104, eBooks: 72, Audio: 32 Ranking

16/33 (95, eBooks: 73, Audio: 22 / ranking in cons. all 16/33, eBook:16/32, audio 22/32)

New membership cards issued: 0 (7 adults)

Inter Library Loan requests processed: 6 books (2 Books, 10 electronic).

Volunteers: 10 (9) volunteers helped in the library, shelving, cataloging and labeling books etc., Nelda & Russell Baker, Celia LaTasa, Judyth Shamosh, Gary Etter, Don Phillips, Kenda Willey, Fancher Gotesky, Linda Montoya, Don Wiltshire, Total of 30 hrs. (35+-)

Number of computer users and hours used:

108 (110) people signed in to use computers. 117 (195 hrs) hours used. Various people using wireless inside and outside as well. (Spring break, various teenagers.) Various tourists using wifi..

Maintenance:

Swamp coolers installed. 4/27 and 4/28. Lenny worked on top step to box car.

Lots of dead limbs fallen from trees, mainly on deck. Birds have been pooping all over deck. Tables and deck need to be poser washed.

Respectfully submitted,
Yvonne Magener,
Library Director

CURATOR'S REPORT
April 2018

Why the Frontier Festival ?

The Frontier Festival was created to celebrate the opening of the Boxcar Museum. Since the Museum would take less than 30 minutes to experience, we needed an additional reason for the public to come to Magdalena and spend some time and money. Therefore, the Frontier Festival was created to provide a memorable experience for visitors.

People only support what they create. If we want to have a community we can be proud of, we need to encourage the creativity of the individuals of our community and give them a way to express that creativity. The Frontier Festival and the Museum have provided venues for that creative community energy. So many people have stepped forward to help with this event offering their ideas, talents, labor, moral support, or funds.

Every community is a living system, as opposed to a machine, and living systems need the freedom to adapt, change and create. If they don't change and adapt they decline and die. We need to find ways to invite our community to co-create our Village. It may seem chaotic at first, but that is the nature of change.

Let us focus on what we can accomplish instead of looking for someone or something to blame. Let's focus on co-creation instead of control; inclusion instead of exclusion; creative expression instead of micro-management. Let's say YES instead of no. It's not about one person's vision but a participatory and collaborative effort for positive transformation. We will all, then, thrive as a community.

1. Press releases for the Boxcar Museum grand opening and Frontier Festival went out the third week of March and we are resending them every two weeks. We are also sending the press releases to the radio and television stations. Thank you Damaris for doing this task.
2. Display ads in the Catron Courier and The Ink have been placed and will be paid for by the Village Lodger's Tax.
3. *Thank you* to Socorro Electric Cooperative who has agreed to print our posters, programs, and signs for free.

4. The exhibits are coming along, albeit slowly, as we are relying on volunteer labor.
5. We have many re-enactors from Fort Selden and Fort Stanton participating in the opening Festival, among 20+ other demonstrators and events, including a cowboy shoot-out, musicians, speakers, and children's activities, toys and games . People continue to contact me to offer their time and talents.
6. The porta-potties have been sponsored. *Thank you to an anonymous donor of \$400.*

This has truly been an community effort with so many people coming forward to freely offer their talent, time, labor, and money to make this exciting event happen for the benefit of our Village.

Submitted by,
Judyth Shamosh, Boxcar Museum Curator
19 April 2018

**MUSEUM OPENING & FRONTIER FESTIVAL
PROPOSED BUDGET 2018**

Estimate Budgeted Total Actual

ADVERTISING INCOME

Lodger's Tax Funds	\$400	\$400		
			T- \$400	

ADVERTISING EXPENSES

Albuquerque Journal	2x6" 623.28 3x3.5 -\$506.41	T-N/A		
Catron Courier		T-\$70		
Socorro Chieftain	3.26" x 6' C- \$189 + tx b/w \$148.56 + tx	T-?		
The Ink Southern NM to El Paso	3x5"-b/w \$86	T-\$86		
Radio?				
Posters		Sponsored		
Programs		Sponsored		
Signage		Sponsored		
			T-\$156	
			\$244 available	

Commented [JS1]:

GENERAL INCOME

Sponsors	\$1000		T- \$1000	
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GENERAL EXPENSES

Honorariums	\$100	\$100		
Supplies, misc.	\$100	\$100		
Porta-Potties	\$80 each (4)	Sponsored		
Trash	\$100	Village or \$100		
Insurance	\$700	\$700		
			T-\$1000	

http://192.168.1.1/index.html

powerofattorney.s...

Socorro Public Library

Suggested Sites

Google

The Paper Train Factory

Web Slice Gallery



Welcome to the Web-Bas...



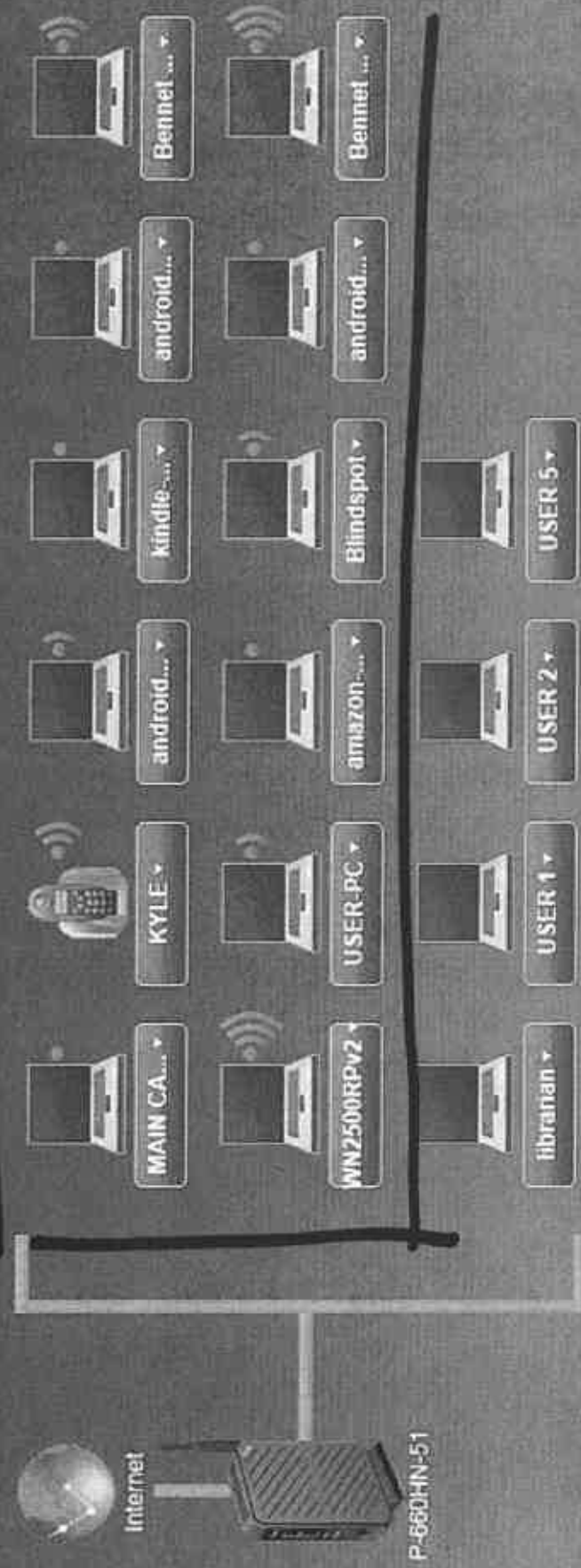
ZYXEL

P-660HN-51

Network Map

Refresh interval: None

WIFI USERS



WiFi users



8/27/2017. 2:59 PM



PMS

PRESBYTERIAN MEDICAL SERVICES

Our purpose is you.

Magdalena Flooring Project:

Item	cost
Laminate	1800
underlayment	500
Lodging	534
labor	1920
wall base	400
	<hr/>
	5154

this is estimated cost

Labor cost can be less if we complete earlier
cost to village will be the 1800.00 and PMS will pay the remainder 3354.00
This is 33% village and 66% PMS

LEASE AGREEMENT

This Lease Agreement ("Lease"), by and between the Village of Magdalena ("Landlord") and Presbyterian Medical Services or PMS ("Tenant") and is effective the day of full execution of this Agreement.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 provides that the governing body shall have the power to enter into contracts or leases on behalf of the municipality;

WHEREAS, NMSA 1978, Section 3-54-1(A) provides municipalities the authority to lease facilities normally leased in the regular operations of such facility or real property;

WHEREAS, Landlord owns the building(s) located at 801 10th Street, Magdalena, New Mexico 87825 (hereinafter referred to as the "Premises" or the "Property");

WHEREAS, Tenant provides outpatient health care and related administrative services to sick and indigent patients and wishes to continue its community health center in Magdalena, New Mexico;

WHEREAS, Tenant and Landlord intend to enter into a lease arrangement with respect to the Property so that Tenant may continue operations of a community health center;

WHEREAS, this Lease Agreement is to supersede the Agreement entered into on June 8, 2015 as that Agreement was intended to replace a Professional Services Agreement as this Agreement does not.

NOW THEREFORE, the parties covenant and agree as follows:

Section 1. Lease Term.

Landlord agrees to lease the Property to Tenant and Tenant agrees to lease the Property from Landlord for the Lease Term on the terms and conditions set forth herein. The term of this Lease shall be ten (10) years. Notwithstanding anything herein to the contrary, either party may terminate this Lease upon sixty (60) days' advance written notice to the other party.

Section 2. Property.

Health Clinic and related administrative space and use of surrounding common areas located at 801 10th Street, Magdalena, NM 87825 (the "Premises" or the "Property"), which Premises include adequate parking for Tenant's staff, visitors and patients/clients.

Section 3. Rent Payable.

The parties agree that rent is set at three hundred fifty dollars (\$350.00) per month, or four thousand two hundred dollars (\$4,200.00) per year. The Tenant can take credit against rent payment due for performing employment-related physical exams on current and prospective employees, including CDL physicals. If Landlord's requested physical examinations in any one-month period exceeds the rental value, then Landlord shall pay the Tenant the difference for services rendered. If Landlord does not use the rental value of Tenant's services in any one month for requested physical examinations, the balance of any rent payment due will be credited to the medical services Tenant provides to the sick and indigent residents of the Village and the surrounding area. The parties agree that semi-annually, on June 30 and December 31 of each year, the Tenant shall provide an accounting to Landlord of the number and cost of physical examinations performed by the Tenant at the Landlord's request. It is the intent of the parties that the Tenant will not make any cash payment to the Landlord for rent during the term of this lease.

LEASE AGREEMENT

Village of Magdalena and Presbyterian Medical Services (PMS)

Section 4. Utilities.

Connections for utility services on the premises shall be made in the name of the Tenant. The Tenant shall be responsible for application fees and shall be solely responsible for utility charges as they become due, including those for sewer, water, gas, electricity, telephone, and janitorial services.

Section 5. Insurance.

During the term of the Lease and for any further time that Tenant shall hold the demised premises, the Tenant shall obtain and maintain at its own expense the following types of insurance:

- A. Personal injury, death, and property damage liability insurance which names the Landlord as co-insured, in an amount of not less than \$500,000 or such amount as may be provided for as the limits of the Village's liability under the State Tort Claims Act.
- B. Landlord shall obtain fire, property and extended coverage on the premises for replacement cost. Tenant shall reimburse the Landlord for all such insurance costs upon receiving proof of payment of the costs.
- C. Tenants' personal property shall be insured by the Tenant separately from the casualty policy obtained by the Landlord on the structure.

Section 6. Liability/No Immunity Waiver.

By entering into this Lease Agreement, each party agrees that it shall be responsible for liability and attorneys' fees arising from personal injury or damage to property occasioned by its own agents or employees in the performance of this Lease. The Landlord's liability shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (NMSA 1978, § 41-4-1 *et seq.*) and any amendments thereto. This section is intended only to define the liabilities of the Landlord and it is not intended to modify, in any way, the Landlord's liabilities as governed by common law or the New Mexico Tort Claims Act. The Landlord and its "public employees," as defined by the New Mexico Tort Claims Act, do not waive sovereign or statutory immunity, and does not waive any defense or limitations of liability pursuant to law. No provision in this Lease modifies and/or waives any provision of the New Mexico Tort Claims Act.

Section 7. Manner of Use.

Tenant shall not cause or permit the Property to be used in any way which constitutes a violation of any law, ordinance or government regulation or order, or which constitutes a nuisance or waste. Tenant shall obtain and pay for all permits, including any Certificate of Occupancy, required for Tenant's occupancy of the Property and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Tenant of the Property, including the Occupational Safety and Health Act.

Section 8. Holding Over.

Tenant shall vacate the Property upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages incurred by Landlord from any delay by Tenant in vacating the Property. If Tenant does not vacate the Property upon the expiration or earlier termination of the Lease, Tenant's occupancy of the Property shall be a "month to month" tenancy, subject to market value of rent and to all of the other terms of this Lease.

Section 9. Alterations, Additions and Improvements.

Tenant shall not make any alterations, additions or improvement to the Property without Landlord's prior written consent. Landlord's prior consent shall not be unreasonably withheld. Tenant shall promptly remove any alterations, additions or improvements constructed in violation of this section upon Landlord's written request. All alterations, additions and improvements consented to will be accomplished at Tenant's sole expense and in a good and workmanlike manner, in conformity with all applicable law and regulations, and by a licensed contractor.

Section 10. Obligations for Maintenance, Repair and Replacement; Damage.

The Tenant shall maintain the premises and keep the same in good repair at its own expense up to a maximum of \$500 for a minor repair. Any repair exceeding the limit will be the responsibility of the Landlord. The shall maintain and replace, if necessary, the structural components of the Premises, including, without limitation, the roof, roof membrane, roof covering, load-bearing walls and floor slabs and masonry walls and foundations in good condition and repair and all major HVAC, plumbing, electrical and sewage system and components; provided, however, that Tenant shall be responsible for any and all damages caused by Tenant or Tenant's staff or invitees. Upon the termination of the Lease, Tenant shall surrender the Property, including any alterations and improvements, to Landlord in the same condition as received except for ordinary wear and tear.

Section 11. Access to the Building.

The Landlord will designate a responsible party to coordinate access to the Tenant's facility. The facility will be available for Public Health programs and to groups of citizens addressing health issues. Access to the facility will be coordinated with PMS staff to assure the security of the building.

Section 12. Assignment, Mortgage, and Sublease

No portion of the Property or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, transfer, operation of law, or act of tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld as long as the new tenant provides substantially the same services to the community as PMS.

Section 13. Default or Breach

Tenant's performance of each of Tenant's obligation under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Property is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions; provided, however, that nothing in this section shall be construed to reduce any notice, cure or performance periods set forth herein if specific periods of time are stated for any such notice, cure or performance.

Section 14. Remedies.

On the occurrence of any material default by Tenant, Landlord may, upon providing Tenant with written notice of such default and no less than twenty (20) business days to cure such default, and without limiting Landlord in the exercise of any right or remedy that Landlord may have:

- (a). Terminate Tenant's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Property to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's.

LEASE AGREEMENT

Village of Magdalena and Presbyterian Medical Services (PMS)

- (b) **Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Property. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it may become due hereunder.**
- (c) **Pursue any other remedy now or hereafter available to Landlord under the law or judicial decisions of the state in which the Property is located.**

Section 15. Non-Discrimination.

Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Property or any portion thereof.

Section 16. Severability.

A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision of this Lease, which shall remain in full force and effect.

Section 17. Incorporation of Prior Agreements; Modifications.

This Lease supersedes any and all prior or contemporaneous discussions, negotiations and agreements between the parties hereto, including any Professional Service Agreements, and no other agreements are effective. All Amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 18. Corporate Authority.

Each person executing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. Each person executing this Lease on behalf of Landlord represents and warrants that he has full authority to do so and this Lease binds the Landlord.

Section 19. Written Amendment Required.

No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant.

Section 20. Governing Law/Compliance with Laws.

This Lease will be governed by and construed pursuant to the laws of the State of New Mexico. The parties hereto agree to comply with all applicable federal, state and local laws, regulations and ordinances. The terms of this Agreement have been negotiated at arm's length, are based on an independent analysis of fair market value, and nothing herein shall be construed or interpreted to require either party to refer any patients, clients or other business to the other. Venue for litigation concerning this Lease shall be in the Seventh Judicial District Court, New Mexico.

Section 21. Binding Effect.

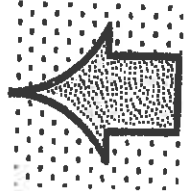
The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as provided in this lease, their assigns.

PRESBYTERIAN MEDICAL SERVICES:



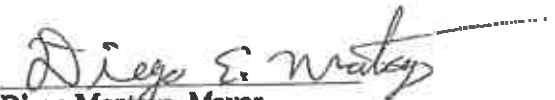
Steven C. Hansen, President

8-12-15
Date



VILLAGE OF MAGDALENA:

ADOPTED AND APPROVED this 27th day of July, 2015 by the Board of Trustees.



Diego Montoya, Mayor

Attest:



Stephanie Lynch
Village Clerk/Treasurer

PROFESSIONAL SERVICES AGREEMENT

I. PARTIES IDENTIFIED

Presbyterian Medical Services (PMS) and Village of Magdalena (VILLAGE) enter into this Agreement on 27th day of July, 2015, for the purpose of providing health center management services for VILLAGE.

II. SCOPE OF WORK AND DUTIES OF PMS

A. On behalf of VILLAGE, PMS shall devote its best efforts to:

- 1) Managing operations of a primary care clinic in Magdalena, NM (the "Clinic"); Clinic operations will be 5 days per week with the exception of closing for approved PMS Holidays unexpected closures as a result of loss of essential utilities, emergencies, or severe inolement weather; and
- 2) Developing funding proposals to support operation of the Clinic, including, without limitation, proposals for funding under the New Mexico Rural Primary Health Care Act ("RPHCA"), if State funding is available.
- 3) PMS will update the Clinic Management Plan, and submit it annually to Village for reveiw.

B. PMS shall determine when and how the services required are to be performed.

C. PMS shall, to the extent practical, keep VILLAGE informed as to its schedule and status of services provided.

D. PMS shall perform services in a good and workmanlike manner and in accordance with generally accepted methods and practices of its profession, and in compliance with applicable accreditation standards.

E. PMS is fully responsible for its own employees, including, but not limited to: hiring, firing, training, and supervising, as well as providing compensation, benefits, tax withholding and insurance. PMS is responsible for the quality and appropriateness of its employee(s)' work, and warrants the employee(s)' adherence to all terms of this Agreement. VILLAGE reserves the right to request verification of an employee's qualifications for any position at the clinic.

F. If services provided involve interaction with VILLAGE clients or employees, PMS shall perform such services without regard to race, color, creed, sex, national origin, age, or disability of client.

G. PMS agrees to comply with all applicable Federal and State laws, rules and regulations governing its profession and that of any of its employees, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

H. PMS is responsible for providing all its own tools and materials, except where VILLAGE proprietary tools or materials are required and VILLAGE agrees to provide such to PMS, or where VILLAGE is required by law to provide them.

I. During the life of this Agreement and its termination, PMS will not directly or indirectly disclose to any person, corporation or entity any confidential information

and will use confidential information only in furtherance of VILLAGE' best interests and in connection with and for purposes of performing duties under this Agreement. "Confidential information" is defined for the purpose of this Agreement as information (1) that may be furnished, disclosed, or become known to PMS during the term of this Agreement and (2) not generally known to the industry in which VILLAGE is engaged including, but not limited to, trade secrets, marketing techniques, programs and strategies, pricing structure or strategies, dates, figures, projections, costs, methods of operation, identity of plans or administrative services and products, estimates, client lists, client records, personnel records including salary, financial statements, and accounting procedures. All documents, files, e-mail, voice mail, client lists, and data, whether gathered by PMS or any other person, and whether or not reduced to writing or other tangible medium, relating to the business activities of VILLAGE are and shall remain the sole and exclusive property of VILLAGE. Upon the termination of this Agreement, irrespective of the time, manner or cause of termination, PMS will surrender to VILLAGE all information written or otherwise in connection with VILLAGE' clients or business as well as any other property of VILLAGE.

- J. PMS agrees not to purport to bind VILLAGE to any contract or obligation not assumed under this Agreement by VILLAGE unless the PMS has express written authority to do so, and then only within the strict limits of that authority.

III. DUTIES OF VILLAGE

- A. VILLAGE makes no promises or guarantees to PMS of the amount of work that may be made available to PMS, except as otherwise specifically provided for in this Agreement. Furthermore, this is not an exclusive agreement and nothing contained herein shall be construed to restrict PMS or VILLAGE from entering into other agreements with other individuals or organizations.
- B. VILLAGE provides PMS with required standards, performance expectations, assistance, and cooperation as appropriate to this Agreement and the services being rendered by PMS.
- C. VILLAGE will provide, as requested by PMS, letters of support for PMS funding applications related to the Clinic.
- D. VILLAGE will lease to PMS a suitable facility for operation of the Clinic at a negotiated reduced rate, and such facility shall be licensed by the New Mexico Department of Health as a Diagnostic & Treatment Center.
- E. VILLAGE will appoint a Health Advisory Committee to provide guidance and support to clinic leadership.

IV. LICENSURE AND INSURANCE

- A. PMS warrants that its employees possess the credentials and licenses necessary to provide all services under this Agreement. PMS will provide documentation verifying credentials and licenses upon request of VILLAGE at any time before, during or after the term of this Agreement.

- B. PMS, as appropriate, and at its own cost and expense, shall carry and maintain in full force and effect during the term of this agreement, comprehensive general liability insurance covering bodily injury and property damage liability with limits of coverage in the amount of \$1 million per occurrence and \$2 million aggregate. PMS, as applicable, shall also carry and maintain professional malpractice liability insurance providing a minimum coverage of \$1 million per occurrence. PMS shall provide proof of such insurance coverage upon request of VILLAGE at any time before, during or after the term of this Agreement.
- C. PMS is responsible for its own business and Workers' Compensation insurance and other employer obligations including, but not limited to, payment of all taxes. PMS agrees to hold VILLAGE harmless for all losses, injuries, or illnesses PMS, or its employee(s), may incur in performing duties under this Agreement, including injuries sustained in travel to, from and between VILLAGE sites, except to the extent such injury, loss or damage results from VILLAGE's negligence, recklessness or intentional wrongdoing.

V. COMPENSATION

- A. VILLAGE shall not compensate PMS for the services provided herein, but rather shall lease a suitable facility to PMS at a reduced rate (as described above) in exchange for the services provided by PMS hereunder. VILLAGE acknowledges and agrees that PMS shall bill patients and third party payors (e.g., insurance carriers, Medicaid, etc.) for professional services provided by PMS to patients and clients of the Clinic.

VI. TERM AND TERMINATION

- A. The parties enter into this Agreement for the period beginning July 27, 2015 and ending no later than July 27, 2019 or until such time as either party terminates this Agreement as provided in this section.
- B. This Agreement may be terminated by either party for any reason upon 180 days written notice.

VII. COMPLAINT AND DISPUTE RESOLUTION

- A. Informal. Disputes on any matter relating to the interpretation, meaning or scope of this Agreement shall be discussed and resolved by the parties or their designated representatives. The parties or their representatives shall use their best efforts to amicably and promptly resolve the dispute. The parties agree to continue to perform the obligations under the terms of this Agreement while the dispute is being discussed unless the performance of services is within the context of the dispute.
- B. Mediation. If the parties are unable to resolve the dispute informally, either party may initiate mediation. To initiate mediation, PMS or VILLAGE must submit a written notice of mediation to the other within 15 days of the occurrence or circumstances giving rise to the dispute. No statement made in the mediation may be used in any later proceeding for any purpose. The cost of mediation shall be paid equally by both parties, unless otherwise agreed by them. The parties are responsible for their own legal and/or consulting fees associated with the dispute resolution process hereunder.

The American Arbitration Association (AAA) Rules applicable at the time of the mediation will govern the mediation process. PMS may participate in selecting the mediator from a list provided by AAA. If PMS and VILLAGE cannot designate a mutually satisfactory mediator, AAA has the authority to designate a mediator.

- C. Arbitration. If the parties are unable to resolve the dispute through mediation, either party may initiate arbitration. To request arbitration, PMS or VILLAGE must submit written notice of arbitration to the other party within 30 days of the mediation. Arbitration is a form of trial, resulting in a final, binding decision. The arbitrator will not be the same person who acted as the mediator.

The parties must assert at the time of the arbitration any and all claims which they believe they may have against the other party. Neither party has the right after the arbitration to assert any other legal claims against the other that arose from the same issues that were brought in the arbitration and that could have been asserted in the arbitration.

The AAA Rules applicable at the time of the dispute will govern the arbitration proceedings, so long as those guidelines incorporate the following: (1) the arbitrator must apply the federal or state law that would have governed the dispute had it been heard in federal or state court (including the applicable order and burdens of proof, and the applicable remedies); (2) the arbitrator may not grant remedies or other relief that would have been unavailable if the dispute had been heard in federal or state court; (3) the arbitrator may not award a remedy that neither PMS nor VILLAGE requested; (4) the guidelines must provide for fair discovery and a written decision from the arbitrator.

The costs of the arbitration procedure, including the costs of the arbitrator will be divided equally unless otherwise determined by the arbitrator. Each party is responsible for its own legal and/or consulting fees associated with the arbitration process hereunder.

Arbitration is final and binding. Once a decision is rendered by the arbitrator the dispute is resolved.

VIII. GENERAL PROVISIONS

- A. The headings in this Agreement are for reference only and shall not affect the meaning of this Agreement.
- B. In performing the services provided herein, it is understood that the PMS and its agents and employees are acting as an independent contractor for VILLAGE and not as an employee of VILLAGE. PMS and its agents and employees shall not, as a result of this Agreement, accrue or be eligible to receive leave, vacation, retirement benefits, insurance, bonding, or any other benefits afforded to employees of VILLAGE.
- C. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by

virtue of the fact that for any reason other provisions may be invalid or unenforceable in whole or in part.

- D. This Agreement shall be interpreted in accordance with and governed by the laws of the State of New Mexico. PMS and VILLAGE intend to comply with all applicable federal, state and local laws and regulations in administration, interpretation and enforcement of this Agreement. The parties to this Agreement recognize that federal, state, and local legal requirements relating to this Agreement may change from time to time. At the request of either party, VILLAGE and PMS agree to amend this agreement to the extent reasonably necessary to bring the terms of this Agreement into compliance with applicable laws or regulations.
- E. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their successors.
- F. This Agreement is not assignable, except as agreed upon in writing by both parties.
- G. Any notice required or permitted under this Agreement by either party shall be in writing and may be delivered in person, or by registered or certified mail, postage prepaid, return receipt requested. Notices shall be addressed to the parties at the following addresses, but addresses may be changed upon written notice. Notices delivered personally shall be deemed delivered when received, and mailed notices will be deemed delivered three (3) days after mailing.

If to PMS: Steven C. Hansen, President
 1422 Paseo de Peralta
 P.O. Box 2267
 Santa Fe, NM 87504

If to VILLAGE: Village of Magdalena
 Attn: Clerk
 PO Box 145
 Magdalena, NM 87825

H. This Agreement represents the entire agreement between the parties, superseding all other agreements, express or implied, and may be modified only by a written amendment signed and dated by both parties.

VILLAGE:

Diego E. Montoya
Diego Montoya, Mayor on behalf of the Board of Trustees

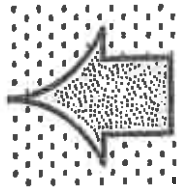
7/27/15
Date

Attest:

Stephanie Lerch
Clerk/Treasurer

PRESBYTERIAN MEDICAL SERVICES:

Steven C. Hansen 8-12-15
Steven C. Hansen, President **Date**



**MEMORANDUM OF AGREEMENT
BETWEEN
THE COUNTY OF SOCORRO AND
THE VILLAGE OF MAGDALENA FOR LIMITED GRADING, MAINTENANCE AND
REPAIR OF VILLAGE ROADS**

THIS MEMORANDUM OF AGREEMENT, effective April 25, 2018, is made by and between the COUNTY OF SOCORRO and the VILLAGE OF MAGDALENA.

PREAMBLE

WHEREAS the County of Socorro (hereinafter “County”) is a New Mexico county established by NMSA 1978, Section 4-28-1 (1852); and,

WHEREAS, the Village of Magdalena (hereinafter “Village”) is a New Mexico Municipality, established by, NMSA 1978 Section 3-2-1 *et. seq.*, located within the boundaries of the County; and,

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to “protect generally the property of its municipality [and the county] and its inhabitants” and to “preserve peace and order;” and,

WHEREAS, NMSA 1978, Section 21-1-20 (1921) provides that The Village has the “power . . . do all things that, in the opinion of [its board of regents] . . . will be for the best interests of said institution . . . and are in the line of its object”; and,

WHEREAS, NMSA 1978, Section 67-2-2 (1905) declares that, “[a]ll public highways, except such as are owned and operated by private corporations, and highways within the corporate limits of any incorporated city or town, shall be maintained and kept in repair by the respective counties in which they are located;” and,

WHEREAS, NMSA 1978, Section 3-49-1 (1967) provides in regard to roads within the Village’s jurisdiction that “[a] municipality may lay out, establish, open, vacate, alter, repair, widen, extend, grade, pave or otherwise improve streets; including, but not necessarily limited to median and divider strips, parkways and boulevards; alleys, avenues, sidewalks, curbs, gutters and public grounds, . . . []”; and,

WHEREAS, the Village owns 11.1 miles of streets within its jurisdiction, nevertheless does not have a municipal department to maintain those roads; and

WHEREAS, within the Village road network, 5.5 miles of streets are unpaved surfaces; and

WHEREAS, the County operates a County Road Department with the ability to repair and maintain rural County roads; and,

WHEREAS, the Village requires assistance with street and road maintenance and the Board of County Commissioners has determined that it is willing to assist the Village on a limited basis in order to provide serve its inhabitants within the Village's jurisdiction.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE:

The purpose of this Memorandum of Agreement, herein referred to as "MOA," is to set forth the terms and conditions upon which the Village may receive assistance with limited road grading, road maintenance and road repair from the County and to provide the terms and conditions to compensate the County for the actual costs of any limited grading, repairs or maintenance performed.

2. LIMITED ROAD GRADING:

The County Road Department will provide limited grading of Village roads consistent with the following procedures.

- A. Maintenance will occur once in the Spring and once in Fall for the 5.5 miles of unpaved road surface.
- B. Scope of Work: For the purpose of this MOA limited grading is defined as using a motor grader to restore the driving surface and drainage attributes of a dirt/gravel road. The County may remove washboards, potholes and other irregularities by cutting the surface of the road or filling them with material moved back and forth across the road with the road grader. The Village is solely responsible for any required changes or improvements to grading, slope or drainage. The County will provide limited grading on the roadways in an as "is condition" and will not change the nature of the roadways, grade, modify the drainage or operate beyond the legal boundaries of the right of way. The County maintains the right to refuse service based on the condition of the road. The Village agrees to provide or allow access to any necessary road material needed to restore the surface.
- C. Maintenance Objectives: Drainage structures such as culverts will be maintained by the Village. Surface maintenance will be conducted to provide a reasonable level of riding comfort as prudent speeds for the route conditions and intended use. Brushing is considered as needed to improve sight distance when appropriate for management uses. Route surface and other physical features are maintained for regular traffic.
- D. In order for the Village to request limited grading on a Village road(s)/street(s) the Mayor of the Village or Village Utilities Director shall contact the County Road Superintendent in writing with the following request: (i) the name of the road(s) to be graded, (ii.) the beginning and ending location of the grading, (iii) the length of the area to be graded.

- E. Receipt of the Task-order: Upon receipt of the task-order the County Road Superintendent shall estimate the number of grader hours needed to complete the limited grading and provide the estimate to the Mayor and/or Village Utilities Director. The cost per grader hour (including machinery and personnel) is set at **\$225.00** per mile.
- F. Upon receipt of the funds or a fund commitment (i.e. a purchase order) for the limited grading the County Road Superintendent shall schedule limited grading on the specified roads at a date and time convenient to the operations of the County Road Department. Any additional hours needed will be billed to the Village at the grader hour rate. No additional task orders will be accepted by the County until the cost of any additional grader hours have been paid.

3. ROAD IMPROVEMENT:

The County Road Department will provide maintenance and road/drainage improvement work, beyond limited grading of Village roads, consistent with the following procedures.

- A. Scope of Work: The County Road Department may provide maintenance and road/drainage improvement work, beyond limited grading, in accordance with the plans and under the direction of a certified New Mexico Engineer working on behalf of the Village or Socorro County.
- B. Procedure for Task Order: In order for the Village to request maintenance and road/drainage improvement work on a Village road(s)/street(s) the Mayor of the Village or Village Utilities Director shall contact the County Road Superintendent in writing with a Task-order consisting the following information: (i) the name of the street(s) to be improved, (ii.) plans issued and certified by a New Mexico Engineer (iii) contact information of the Engineer and (iv) receipt for payment of all materials to be used for the project from a materials supplier.
- C. Receipt of the Task-order: Upon receipt of the task-order the County Road Superintendent shall contact the engineer and estimate the equipment, labor and time needed to complete the project, all prices will be based on Exhibit "A" attached hereto.
- D. If the County Road Superintendent determines that the County has the ability to perform the project the County will bill the Village for the total estimated County costs.
- E. Upon receipt of the funds or fund commitment for the project, the County Road Superintendent shall schedule the maintenance/improvements at a date(s) and time(s) convenient to the operations of the County Road Department. Any additional hours needed will be billed to the Village at the rates detailed in Exhibit "A". The Village agrees to provide any and all additional materials needed.

4. BOTH PARTIES AGREE:

To continue to cooperate and "work out" any necessary details of this Agreement.

5. LEGAL COMPLIANCE:

Each of the County and The Village shall comply with all applicable federal and state, laws and regulations, including but not limited to laws and regulations governing construction, roads, highways, civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operation of the workplace, including but not limited to laws and regulations hereafter enacted.

6. THIRD PARTY BENEFICIARY CLAUSE:

This MOA does not create any rights as a third party beneficiary in any person or entity nor authorize any person or entity not a party to this MOA to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to property, and/or any other claim(s) whatsoever.

7. NEW MEXICO TORT CLAIMS ACT AND PRIVILEGES & IMMUNITIES:

- A. This MOA is not intended to and does not establish any waiver of immunity from liability for alleged tortious conduct or any other matter of any officer, agent, or employee of the Village or the County apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. (1976) (hereinafter, as heretofore and hereafter (i) amended and (ii) construed and applied by the appellate courts of the State of New Mexico, the "Act"). All privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to "governmental entities" and to "public employees," each as defined in the Act, shall apply to the same extent while engaged in the performance of any of their respective functions and duties hereunder.
- B. By entering into this MOA, each party agrees that it shall be responsible for liability arising from death or personal injury or damage to property occasioned by its own agents or employees in the performance of this MOA, subject in all cases to the immunities and limitation of the Act. This Section is intended only to define the general liabilities between the parties and it is not intended to modify, in any way, the parties' respective liabilities as governed by common law or the Act. The parties and their respective "public employees," as defined in the Act, do not waive (i) sovereign immunity or (ii) any defense or limitation of liability pursuant to law. No provision in this MOA modifies and/or waives any provision of the Act.

8. WARRANTY DISCLAIMER:

The County makes no representations or warranties regarding the quality of the services provided in accordance with this Agreement. **THE VILLAGE AGREES AND ACKNOWLEDGES THAT THE SERVICES AND RESULTING IMPROVED ROADS ARE PROVIDED "AS-IS, WHERE IS, AND WITH ALL FAULTS" AND THAT THE COUNTY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE.**

9. ROADWAY HAZARD RESPONSIBILITY:

The Village shall be solely responsible and liable, with no legal responsibility or liability attributable to the County, for any and all liabilities, obligations, damages (including punitive damages), losses, costs (including environmental response and cleanup costs), judgments, and other expenses (including investigation expenses, attorney's fees and court costs), occasioned by any claim, demand, cause of action, or proceeding, including, but not limited to, any claim, demand, cause of action, or proceeding for personal injury to or death of persons or damage to, or destruction of, any property or natural resource, and whether or not based upon negligence, nuisance, statutory liability, or strict liability, and whether known or unknown, anticipated or unanticipated, which may be made, asserted, or brought by any person or entity, including, but not limited to, any governmental body, arising out of, resulting from, or based upon the maintenance and identification and remediation of roadway hazards.

10. CONSENT TO JURISDICTION AND VENUE:

The County and The Village hereby consent to exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from this MOA which cannot be resolved informally and each Party waives any objection to the personal jurisdiction of the Courts of the State of New Mexico. It is expressly agreed by the parties that the venue for litigation of any issue, claim, or all other judicial matters arising or resulting from this MOA shall be in the Socorro County District Court. Any recovery pursuant to this MOA by either party against the other shall be limited to "specific performance" and recovery of funds advanced by the Village to County. Under no circumstances shall either party be liable for expenses, costs or attorney fees.

11. ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The County and the Village shall maintain all records and documents relative to the Project for a minimum of five years after completion of project. The County and the Village shall furnish the State Auditor, upon demand, any and all such records relevant to this MOA and allow them the right to audit all records, which support the terms of this MOA.

12. REIMBURSEMENT FOR EXPENDITURES INCURRED:

Neither party shall reimburse the other for any costs incurred in connection with the Project.

13. TERMS OF THIS MOA:

This MOA constitutes the entire agreement between the parties. Any claimed covenant, term, provision, condition, warranty or promise of performance not expressly included in this MOA or any amendment adopted in compliance with Section 15 hereof is not part of this MOA and not enforceable against either party pursuant to this MOA. Performance of all duties and obligations herein shall conform with, and shall not contravene, any state, local or federal statutes, regulations, rules or ordinances.

14. SEVERABILITY:

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

15. AMENDMENT:

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

16. ASSIGNMENT:

Neither party shall assign or otherwise transfer any right or interest in, to or under this MOA without the prior written approval of the other party, which approval may be withheld, delayed or conditioned for any reason.

17. PARTIES ARE INDEPENDENT CONTRACTORS:

Each party is an independent contractor. Neither party intends to create, and this MOA does not create and shall not be construed to create, an agency, employment, partnership, joint venture, joint powers, association or any other relationship except the relationship of independent contractors expressly provided for herein. Neither party nor any officer, employee, agent, subcontractor, representative or other contractor of or with either party (i) is or shall be or be deemed to be an officer, employee, agent, subcontractor, representative or other subcontractor of or with the other party, (ii) shall have any power or authority to act as an agent or representative of, nor to assume any liability, obligation or responsibility for or on behalf of, the other party, (iii) shall be responsible for any withholding or other taxes or fees in connection with the compensation of any employee of the other party, (iv) shall have any claim against the other party with respect to vacation pay, sick leave, pension or other retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, health insurance or other benefits of any kind, and (v) shall have any right or obligation to issue instructions, make demands or direct any work of any employee, agent, contractor, subcontractor or representative of the other party. There shall be no contractual relationship, privity of contract or other relationship between either party and any officer, employee, agent, contractor, subcontractor or representative of or with the other party. Except as set forth in Section 3 hereof, The Village shall not have any obligation or duty with respect to or in connection with the Project or the construction or maintenance of the Road or any bridge or culvert.

18. REPEAL OF PRIOR JPAs AND AGREEMENTS:

The adoptions of this MOA repeals and replaces any previous Agreement, Joint Powers Agreement or understanding regarding County work on Village roads.

19. TERM AND TERMINATION:

- A. This Agreement will terminate on December 31, 2022.
- B. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
- C. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County and 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year set forth below.

VILLAGE OF MAGDALENA

Richard Rumph, Mayor

Date

ATTEST BY:

Stephanie Finch, Clerk/Treasurer


COUNTY OF SOCORRO

APPROVED, ADOPTED, AND PASSED on this 24th day of April, 2018.

BOARD OF COUNTY COMMISSIONERS



PAULINE JARAMILLO, CHAIR
DISTRICT I



MARTHA SALAS,
DISTRICT II



MANUEL ANAYA, COMMISSIONER
DISTRICT III



GLEN DUGGINS, VICE-CHAIR
DISTRICT IV



RAY MARTINEZ, COMMISSIONER
DISTRICT V

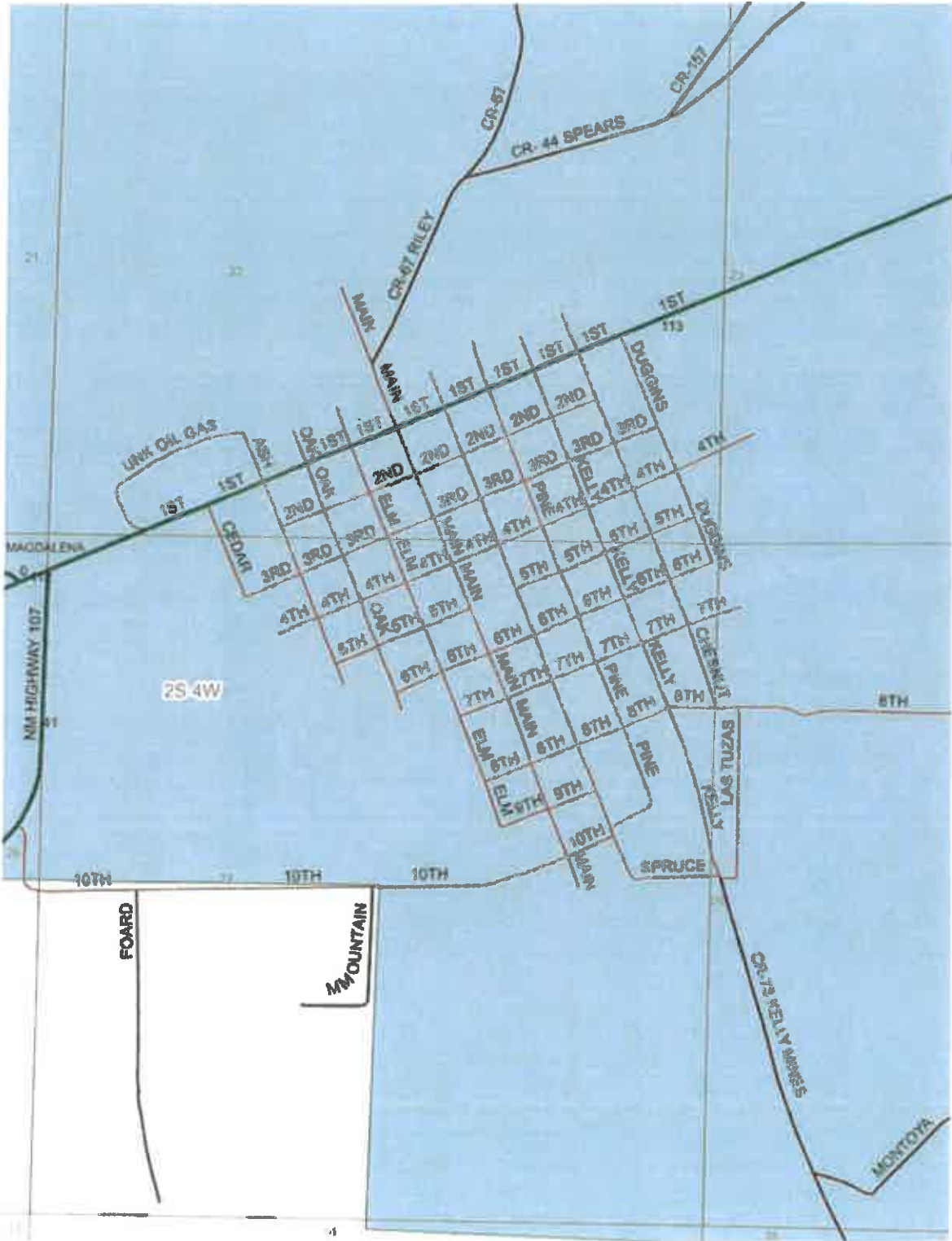
ATTEST BY:



BETTY SAAVEDRA, COUNTY CLERK



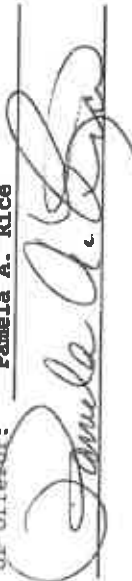
Exhibit A



Village of Magdalena
 Cost Proposal
 For 2018, 2019 and 2020

	2018		2019		2020	
	Hours	Cost	Hours	Cost	Hours	Cost
Financial Statement Audit	60	\$ 8,523.26	60	\$ 8,523.26	60	\$ 8,523.26
Financial Statement Preparation/Completion	18	2,250.00	18	2,250.00	18	2,250.00
Compilation Services	10	1,000.00	10	1,000.00	10	1,000.00
Audit Report Preparation (other)	20	1,250.00	20	1,250.00	20	1,250.00
Sub-total	108	13,023.26	108	13,023.26	108	13,023.26
* Gross Receipts Tax		976.74		976.74		976.74
Total Compensation		\$ 14,000.00		\$ 14,000.00		\$ 14,000.00

Name of Offser: Pamela A. Rice

BY 

Title Owner

*Gross receipts taxes subject to change. Total amount to change by this difference only.

Proposal assumes the Village will provide accurate fixed asset records and depreciation schedules in the format required to perform the audit.

This proposal is based on a NON-Uniform Guidance audit.



Village of Magdalena, New Mexico
Quote to Provide
Annual Financial and Compliance
Audit Services
DUE DATE: April 27, 2018

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Beasley, Mitchell & Co.

Certified Public Accountants

Donald A. Beasley, CPA, Partner
Christine Wright, CPA, Partner
Beth Fant, EA, Partner
Brad Beasley, CPA, Partner
Tony Morán, CPA, Partner
Christopher Salcido, CPA, Partner
J. David Beasley, J.D., Partner

April 25, 2018

Ms. Stephanie Finch
Village of Magdalena, New Mexico

Re: Request for Quote

Dear Ms. Stephanie Finch

I am pleased to present our quote to provide audit services for the Village of Magdalena, New Mexico (the Village) for the fiscal year ending June 30, 2018, 2019 and 2020 and any potential renewals, in accordance with Government Auditing Standards (Yellow Book), Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative requirements, Cost Principles and audit requirements for Federal awards (Uniform Guidance), and audits of municipalities.

We take pride in our service and are confident that you will find our services to be of the highest degree of professionalism and quality. I believe that with our experience with cities, governmental funding and single audits, and overall knowledge and audit experience, we are an excellent choice for the Village. Beasley, Mitchell & Co. has experience in providing all the services outlined in the request for quote. This quote is valid for ninety (90) days after the deadline for submission of the quote.

We look forward to building such a relationship with you. If you have any questions, please contact me at 575-528-6700 or by e-mail at brad@bmc-cpa.com. Brad Beasley is authorized to make representations for Beasley, Mitchell, & Co. and to bind our firm to a contract.

Very truly yours,

Brad Beasley, CPA, CGMA
Audit Partner

PROFESSIONAL EXPERIENCE

ABOUT BEASLEY, MITCHELL & CO, LLP

In 1987, Don Beasley and Paul Mitchell started Beasley, Mitchell & Co., LLP., an independent certified public accounting firm. Beasley, Mitchell & Co., LLP is the largest accounting firm in Southern New Mexico employing over 45 team members, including fourteen CPAs (over half of the CPAs licensed in Las Cruces), one Juris Doctor, one Certified Fraud Examiner, one Enrolled Agent, and six bookkeepers, including several certified bookkeepers. The Accounting and Auditing department has six professionals fully designated to perform assurance services.

Beasley, Mitchell & Co., LLP is guided by the following mission statement:

*Our mission is to provide exceptional quality client services,
allowing our clients and our firm to prosper
and for all of us to enjoy the journey.*

Beasley, Mitchell and Co., LLP has expanded services offered as demands for these services have increased due to the economic growth in southern New Mexico and West Texas. We are actively seeking out new clients to provide audit services, by employing and training professionals who are responsible for performing governmental and not-for profit audits. The audit, assurance, and monitoring work is all supervised and reviewed to meet the highest quality control standards. Our firm provides national firm resources and experience, as identified under the engagement tools, with a local firm feel. We are dedicated to providing timely service, and quality work.

FIRM INDEPENDENCE

Beasley, Mitchell & Co., LLP is independent in all respects to the Village of Magdalena, New Mexico, both in fact and appearance, and exceeds all independence requirements set forth under Generally Accepted Auditing Standards (GAAS) as issued by the American Institute of Certified Public Accountants.

EXTERNAL QUALITY CONTROL REVIEW

Beasley, Mitchell & Co., LLP is committed to provide quality work and excellent service. We accomplish this by participating in the American Institute of Certified Public Accountants (AICPA) Peer Review Program. Further, our firm has a written quality control document which requires the firm to perform annual reviews of both the quality control process related to the auditing and accounting services provided, and also a review of select engagements performed during the last year.

CONTINUING PROFESSIONAL EDUCATION

Our firm stresses the importance of adequate training by having a partner in charge of overseeing all continuing professional education. This ensures staff that requires specific training to perform their normal tasks receives the necessary training. The individuals who perform Single Audits and/or Yellow Book audits attend courses that directly relate to governmental auditing and accounting, or courses that qualify for Yellow Book credit. We do not allow any staff to perform any services that are not directly supervised by a supervisor that meets the minimum standards as established by the AICPA.

TEAM QUALIFICATIONS

Competence is derived from a combination of education and experience. All the employees at Beasley, Mitchell & Co., LLP are evaluated and assigned to projects that are within their level of education and experience. As a result, Village of Magdalena, New Mexico will work with competent, technical employees that will provide quality service. Beasley, Mitchell & Co., LLP currently provides Auditing and Accounting services to over 45 clients. Among these, we have extensive experience in financial statement audits, evaluations of internal control, compliance audits, single audits, agreed upon procedures, and program specific audits.

Beasley, Mitchell & Co., LLP believes staff continuity provides better services to our clients. We realize that continued use of new staff on engagements results in additional work and time spent by both the firm and the client, so we strive to limit the turnover in staffing. The firm has experienced low turnover rates in its auditing and accounting practice. The audit departments overall turnover rate over the last three years has been under 7%.

OUR SERVICE TEAM FOR THE VILLAGE OF MAGDALENA, NEW MEXICO

Audit Team:

- Brad Beasley, CPA, CGMA, Audit Partner
- Dahlia Garcia, CPA, Audit Supervisor
- Juan Garcia, MBA, Audit Senior
- Avi Chetty, MACC, Audit Staff II
- Amr Sakka, CPA, MSc, MACC, Audit Staff II

References and qualifications found below

TEAM QUALIFICATIONS (Continued)

Brad M. Beasley, CPA, CGMA, Partner



Qualifications

Brad has been with Beasley, Mitchell & Co. since 2004, and a partner since 2008. At Beasley, Mitchell & Co., Brad manages the Audit and Assurance practice and provides accounting and tax services to a broad range of clients with concentration in commercial and residential construction, the transportation industry, and franchise operations.

Experience

Brad has managed engagements in various industries, including not-for-profit and governmental. He worked in Internal Audit and SEC compliance while working the in gaming industry for Harrah's Entertainment (now Caesars' Entertainment). His range of knowledge has fortified his consulting skills for audit and tax clients. Brad has serviced the following entities:

Relevant Clients	
✦ Emergence Health Network	✦ City of Sunland Park
✦ City of Jal	✦ City of Portales
✦ Hidalgo County	✦ Curry County
✦ Village of Columbus	✦ Village of Roy
✦ Village of Reserve	✦ Angel Fire PID
✦ Village of Mosquero	✦ Village of Des Moines
✦ Village of Folsom	✦ Hondo Public Schools
✦ Vaughn Municipal Schools	✦ Roy Municipal Schools
✦ Village of Tularosa	✦ Sierra Soil and Water District

Professional Involvement

- Chairman of the Board of the New Mexico Society of Certified Public Accountants
- President of the Doña Ana Chapter of CPA's
- President of the Las Cruces Rio Grande Rotary Club and Treasurer of Rotary District 5520
- Secretary of the Mesilla Valley Hospice Foundation
- Secretary of the AICPA Council representative for New Mexico
- Member of the Audit Committee of NMSU
- Member of the Emerging Leaders Council of the Federal Reserve Bank of Dallas
- Serve on the AICPA Assurance Services Executive Committee

Education

Bachelor of Accountancy from the University of Nevada - Las Vegas

TEAM QUALIFICATIONS (Continued)

Dahlia Garcia, CPA, Audit Supervisor



Qualifications

Dahlia serves as a supervisor in the assurance and audit department, having joined Beasley, Mitchell & Co., LLP in 2015 after working for four years at an accounting firm in El Paso. Dahlia is licensed in Texas. She has for profit, not-for-profit and governmental experience, and receives extensive yellow book training on a regular basis. Dahlia has provided external audit, risk assessment, and control assurance to many not-for profit and Governmental entities. Dahlia will be actively involved in the field work and supervision of field work.

Experience

Dahlia has managed a large book of business, specializing in governmental and not-for-profit, primarily providing audit and attest services. Dahlia has serviced the following entities:

Relevant Clients	
✦ City of Jal	✦ City of Raton
✦ City of Sunland Park	✦ City of Portales
✦ City of Eunice	✦ City of Lordsburg
✦ Hidalgo County	✦ Curry County
✦ City of Socorro, TX	✦ City of Anthony
✦ Village of Columbus	✦ Angel Fire PID
✦ City of Española	✦ Village of Mosquero
✦ Village of Des Moines	✦ Village of Reserve
✦ Village of Folsom	✦ Canutillo ISD

Professional Involvement

- President of the Young CPA, El Paso Chapter
- Texas Society of Certified Public Accountants
- Young CPA committee member in the State Chapter of the Texas Society of Certified Public Accountants
- Chairman of the "Meet and Greet Leaders in Accounting"

Education

New Mexico State University – Bachelor of Accountancy

TEAM QUALIFICATIONS (Continued)

Juan Garcia, MBA, Senior Audit Accountant



Qualifications

Juan serves as a senior audit accountant in the assurance and audit department. Juan joined Beasley, Mitchell & Co., LLP in 2016 after starting his public accounting career in 2014 at a local El Paso Firm. Juan has worked on for profit, not-for-profit and governmental experience, and receives extensive yellow book training on a regular basis. Juan also has experience in external audit, risk assessment, and control assurance to many Governmental entities. Juan will be actively involved in the field work.

Experience

Juan specializes in governmental and not-for-profit, primarily providing audit and attest services. Juan has serviced the following relevant audit clients:

Relevant Clients	
✚ City of Jal	✚ City of Raton
✚ City of Portales	✚ Village of Des Moines
✚ Sierra Soil and Water	✚ City of Sunland Park
✚ City of Eunice	✚ Village of Columbus
✚ De Baca Family Clinic	✚ Village of Folsom
✚ Central New Mexico Housing Corporation	✚ Village of Mosquero
✚ Emergence Health Network	✚ Workforce Solutions

Professional Involvement

- Member of Texas Society of Certified Public Accountants.

Education

New Mexico State University – Masters in Business Administration, Finance Specialization
 New Mexico State University – Bachelors in Business Administration and Management

TEAM QUALIFICATIONS (Continued)

Avi Chetty, MACC, Staff II Auditor



Qualifications

Avi Chetty serves as a staff II auditor in the assurance and audit department, having joined Beasley, Mitchell & Co., LLP in 2015 after working for a year and a half in internal audit at University of New Mexico Internal Audit Department. He has for-profit, not-for-profit and governmental experience, and receives yellow book training on a regular basis. Avi will be actively involved in the audit field work.

Experience

Avi assists his supervisor and senior audit accountant on audit and accounting engagements and performs reviews and compilation of financial statements specializing in governmental, for-profit, and not-for-profit primarily providing audit and attest services. Avi has serviced the following clients:

Relevant Clients	
✦ Emergence Health Network	✦ Hidalgo County
✦ Hondo Valley Public Schools	✦ City of Jal
✦ Central New Mexico Housing Corporation	✦ City of Portales
✦ Caballo Soil and Water	✦ Vaughn Municipal Schools
✦ Village of Roy	✦ Roy Municipal Schools

Professional Involvement

- Member of Las Cruces Young Professionals.

Education

University of New Mexico – Masters of Accountancy

University of New Mexico – Bachelors of Accountancy

TEAM QUALIFICATIONS (Continued)

Amr Sakka, CPA, MSc, MACC, Staff II Auditor



Qualifications

Amr has been with Beasley, Mitchell & Co. since October 2014. Amr started as an intern and was promoted to Staff upon completion of his Master's degree. Amr works on audits for government, for-profit and not-for profit entities (Yellow Book audits) and Single Audits. Further, he has extensive experience with other assurance services for various industries including construction companies.

Experience

Amr spent four years working for PricewaterhouseCoopers in Syria. His position was an assistant audit manager and he was in charge of auditing multi-international clients in Telecommunication, Oil and Gas, and Hotels. Furthermore, Amr was in-charge of the audit of some local banks and brokerage companies in Syria. Amr managed the Initial Public Offering of one of the biggest insurance companies in 2010, listing in the Damascus Securities Exchange. Before leaving his job in 2013, he was engaged to audit the United Nations' programs for helping Syrians during the crisis.

Non Profit and Governmental Agencies Serviced	
✦ Centro Del Obrero Fronterizo	✦ Mesilla Valley Habitat for Humanity, NM
✦ Hondo Valley Public Schools	✦ NM Farm & Livestock Foundation, NM
✦ Vaughn Municipal Schools	✦ Village of Columbus, NM
✦ LC Gospel Rescue Mission, NM	✦ Village of Roy, NM
✦ Wellspring Church, NM	✦ Village of Reserve, NM

Professional Involvement

- Member of the American Institute of Certified Public Accountants
- Member of the New Mexico Society of CPAs
- Member of Beta Alpha Psi at NMSU

Education

Master of Accountancy from New Mexico State University
 Master of Auditing from Damascus University
 Bachelor of Science in Economic, Accounting

CLIENT REFERENCES

References (Brad):

Mesilla Valley Transportation
Dean Rigg, Chief Financial Officer
(575) 524-2835
dean@m-v-t.com

References (Dahlia):

Angel Fire Public Improvement District
Sally Sollars, PID Administrator
(505) 227-3350
office@angelfirepid.com

References (Juan):

City of Sunland Park
Raquel Alarcon, Finance Director
(575) 589-7565
raquel.alarcon@sunlandpark-nm.gov

References (Avi):

Hidalgo County
Tisha Green, County Manager
(575) 542-9428
tisha.green@hidalgocounty.org

References (Amr):

Village of Reserve
André Giron, Clerk-Treasurer
(575) 533-6276
agiron@villageofreserve.org

AUDIT APPROACH

AUDIT APPROACH AND PROPOSED SCHEDULE

We believe a properly planned audit is important not only to the auditor, but also to the organization being audited. Time spent with the Village of Magdalena, New Mexico's management and finance staff during the planning stages will result in a better understanding of the organization, thus providing for the development of a custom risk-based audit plan specifically for the Village of Magdalena, New Mexico, which will allow for the maximization of efficiency and effectiveness of the audit, while complying with U.S. GAAP, GAGAS and the Uniform Grant Guidance for Single Audit.



Engagement Acceptance

Initial meetings with the Village of Magdalena, New Mexico's management will help us evaluate the organizational structure, and we will come to a mutual agreement on the timeline for the various steps of the engagement process. We will share our expectations of management and staff, while allowing management and staff to share their expectations of us. Our goal is not to second-guess management and staff, but to form independent conclusions resulting from our procedures. We will conduct the audit in accordance with GAAS, GAGAS and any other respective regulatory agencies.

Engagement Plan

The extent and nature of the procedures designed and applied are customized to your Organization, based on size, complexity, and structure. Based on the information provided and observation of operations, we will modify our approach in order to meet the objectives of the engagement. We will perform an assessment of inherent and control risk.

In assessing inherent risk we will consider the susceptibility of error in account balances and transactions that would result in material misstatement. Factors include but are not limited to the nature of the organization, the skills, knowledge and experience of employees, and prior year noncompliance identified, if any.

Control risk would then be assessed by identifying and evaluating the control system in place, and the effectiveness of those controls. We will become familiar with the internal policies and procedures, and we will identify and consider significant risks. Significant transaction classes will be walked through allowing us to understand the entity and its internal control environment. Subsequently, we will observe and test key controls that help prevent, detect and correct material misstatements and noncompliance.

AUDIT APPROACH (Continued)

Implementation of Plan

Once the risk assessment is complete, sampling and substantive testing will be determined. Our sampling will be statistical based to ensure a representative population sample is tested. Some nonstatistical sampling may be used as deemed necessary. Test of details will be applied in the transactions and balances that have been determined to be of higher risk. Analytical procedures will be applied and evaluated to establish expectations and determine the plausible relationships, both financial and nonfinancial.

Completion

After performing our audit procedures, the engagement team will perform concluding steps, including but not limited to writing up the audit report to meet the engagement objectives, complete final analytics, to ensure that the information tested and the report are complete, accurate, and identify any anomalies. We will present the audit results to the respective members of management and governance, as designated by the organization.

ENGAGEMENT TOOLS

We utilize Case Ware, an electronic audit engagement and financial statement preparation platform. Using Internet access, we are able to share work with staff members located at our offices. Clients can either provide us with original source documents, which we scan into our system, or provide us with electronic versions using a secure transfer service. Beasley, Mitchell & Co., LLP complies with all professional standards regarding confidentiality of client information.

We use Checkpoint, a group of tools that provide a web based data search engine which includes the auditing standards and other rules and regulations that are applicable to some audits. The tools and software used are updated frequently, and provide guidance in the application of the entity being audited. These tools allow us to better serve the organization.

Beasley, Mitchell & Co., LLP is a member of CPAmerica (CPAmerica) and Horwath International (Horwath). CPAmerica is an exclusive international organization of independent certified public accounting firms, and Horwath is the second largest accounting association in the world. These affiliations guarantee our clients access to the advice and resources of more than 10,000 industry professionals in over 90 countries around the world. These affiliations allow us to share best practices and technical and industry resources, as well as allow us to leverage resources for interactive national training to small groups of professionals.

AUDIT APPROACH (Continued)

TIMELINE

Communications before, during, and after fieldwork are important to both the firm and the client. We do not believe in holding things back, then "surprising" the client with findings or issues. Findings, if any, will be discussed with the appropriate level of management as they are discovered. The in-charge of the engagement will hold an exit conference at the end of field work with selected members of management to ensure open communication. With our numerous resources, and qualified staff, we can complete the engagement(s) in the time table prescribed by the organization as long as all information is available for us. We are committed to exceed your expectations, and our proposed timeline can be modified:

Proposed Timeline

Request List to Client	July 1, 2018
Send Organization Sample List	October 1, 2018
Year-end Field Work	Oct. 15, 2018 - Oct. 19, 2018
Send Draft to Management	November 21, 2018
Submit to OSA	December 3, 2018

AUDIT APPROACH (Continued)

TASK ACTIVITY PLAN

Communications before, during, and after fieldwork are important to both the firm and the client. We do not believe in holding things back, then "surprising" the client with findings or issues. Findings, if any, will be discussed with the appropriate level of management as they are discovered. The in-charge of the engagement will hold an exit conference at the end of field work with selected members of management to ensure open communication. Below is our task activity plan:

	Brad Beasley Partner	Dahlla Garcia Supervisor	Juan A. Garcia Senior	Staff II	TOTAL HOURS
Planning and Risk Assessment	5	5	-	-	10
Review and Supervision	5	7	-	-	12
Internal Controls	-	6	-	-	6
Cash and Cash Equivalents	-	-	5	-	5
Grants Receivable	-	6	-	-	6
Capital Assets	-	8	-	-	8
Other Assets	-	-	1	-	1
Accounts Payable	-	-	5	-	5
Long Term Debt	-	-	7	-	7
Other Liabilities	-	-	1	-	1
Net Position	-	2	-	-	2
Revenue	-	6	-	-	6
Expense	-	-	6	-	6
Financial Statement Preparation	-	-	30	-	30
	10	40	55	-	105

CONCLUSION

WHY BEASLEY, MITCHELL & CO., LLP IS YOUR BEST CHOICE

We are a locally owned firm with national resources. What this means for the Village of Magdalena, New Mexico, is that upper management is involved in every step of the engagement process. This approach ensures the utmost professionalism and care for your Organization. Further, our extensive national resources allow us to provide you with technical expertise that would be difficult to attain otherwise. Beasley, Mitchell & Co. differentiates itself from others in the accounting profession by providing exceptional service and premium technical services.

Our engagement strategy is specifically designed for your Organization to ensure that as our client you receive the best quality and service. Your ultimate success and growth is our personal goal as your accounting firm and professional advisor.

Our firm has a dedicated audit department which performs audit and accounting services throughout the year, while many other firms our size do not have dedicated audit staff. Many firms our size provide audit services, especially for governmental agencies with fiscal year-ends, to "fill in" their year, since it is a down-time for tax preparation. Therefore, you may end up with staff that do not have the experience, background, knowledge, training, or continuing professional education that our dedicated audit team possesses.

Since communication is a key component in any business relationship, we have set expectations for all employees in the firm at all levels regarding client responsiveness. We are determined to answer emails, and phone calls as quickly as possible. We encourage all our clients to set up face to face meetings with us as deemed necessary. As a result of our commitment to excellent communication, we know the Village of Magdalena, New Mexico will receive optimum service.

Beasley, Mitchell & Co., LLP appreciates the opportunity to provide this proposal. Our firm is owned by two women and five Hispanics. We would enjoy having the Village of Magdalena, New Mexico as a client of our firm.

PROPOSED FEES

SERVICES OFFERED AND RELATED FEES

FYE 2018, 2019 and 2020 per year		
	Hours	Cost
Audit Partner (\$220/hr)	10	\$ 2,200
Audit Supervisor (\$160/hr)	40	6,400
Senior Accountant/Audit Staff II (\$130/hr)	55	7,150
Sub-total	105	15,750
Tax		1,309
Total	105	\$ 17,059

These fees are fixed, if the professional effort required differs from our estimate because of our mismanagement of the resources, the Village of Magdalena, New Mexico is not at risk. Should the Village have a single audit requirements the fee would increase by \$5,000. It is important to note that our bid is based on the market value of the audit services, as outlined. We do not bill in excess of our quoted fees.

From time to time, you may have a question or issue that you would like to discuss immediately. We are always available via phone or email. We are prompt in responding to your needs and are able to respond quickly to both routine requests and requests for special services. We anticipate a customary level of incidental questions and research, which is provided at no additional charge. For special projects, in a manner similar to our proposal for the audit, we can provide fixed price bid(s) for each project as requested.

Stephanie Finch

From: Geoff <gm@sascpallc.com>
Sent: Tuesday, May 1, 2018 12:09 PM
To: Stephanie Finch
Subject: Quote

Thank you so much for contacting Southwest Accounting Solutions, LLC in regards to Financial Auditing services for the year ending June 30, 2018. Although we respect the quality of Work performed by the Management of Village of Magdalena very much, we feel we would possibly be over-extending ourselves in regards to Governmental Audits if we were to provide a quote for services at this time. We obviously wish you nothing but the best with your search at this time and hope everything goes smoothly for you. Thanks so much again, Geoff

Geoff Mamerow, Audit Partner
Southwest Accounting Solutions
Direct: 505-377-0888
Partner: 505-610-4455
GM@SASCPALLC.COM
6000 Uptown Blvd. STE 330
Albuquerque, NM 87110



Auditors~Consultants~CPA

STATE OF NEW MEXICO AUDIT CONTRACT

Village of Magdalena

hereinafter referred to as the "Agency," and

Rice & Associates, CPA

hereinafter referred to as the "Contractor," agree:

As required by the Audit Rule, NMAC Section 2.2.2.1 et seq., Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to NMAC Section 2.2.2.8, and whether the Contractor is eligible to enter into this Contract despite the restriction.

1. **SCOPE OF WORK** (Include in Paragraph 25 any expansion of scope)

A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year 2018 in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Audit Act and the Audit Rule (NMAC Section 2.2.2.1 et seq.).

2. **DELIVERY AND REPRODUCTION**

A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before the deadline set forth for the Agency in NMAC Section 2.2.2.9:

1. an organized, bound and paginated hard copy of the Agency's audit report for review;
2. a copy of the signed management representation letter provided to the IPA by the Agency as required by AU-CS80; and
3. a copy of the completed State Auditor Report Review Guide available at www.osanm.org;

B. Reports postmarked by the Agency's due date will be considered received by the due date for purposes of NMAC Section 2.2.2.9. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with NMAC Section 2.2.2.13. If the State Auditor does not receive copies of the management representation letter and the completed Report Review Guide with the audit report or prior to submittal of the audit report, the State Auditor will not consider the report submitted to the State Auditor.

C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency.

D. Pursuant to NMAC Section 2.2.2.10, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.

E. After its review of the audit report pursuant to NMAC Section 2.2.2.13, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, Vendor Schedule, Fund Balances, and any GASB 77 data (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver 7 copies of the audit report to the Agency. The Agency or Contractor shall ensure that every member of the Agency's governing authority shall receive a copy of the report.

F. The Agency, upon delivery of its audit report, shall submit to the Federal Audit Clearinghouse (FAC) the completed dated collection form and the reporting package described in Section 200.512 of Uniform Guidance for Federal Awards. The submission is required to be made within 30 calendar days of receipt of the auditor's report, or nine months after the end of the audit period.

3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed **\$14,000.00** including applicable gross receipts tax.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.
- C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	\$8,523.26
(2) Federal single audit	\$0.00
(3) Financial statement preparation	\$2,250.00
(4) Other nonaudit services, such as depreciation schedule updates	\$2,250.00
(5) Other (i.e., component units, specifically identified)	\$0.00

Gross Receipts Tax = **\$976.74**

Total Compensation = **\$14,000.00** including applicable gross receipts tax

- D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.
- E. The State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. Progress payments up to 70% do not require State Auditor approval, provided that the Agency certifies receipt of services. The Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making such payment. Progress payments of 70% or more but less than or equal to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.
4. **TERM.** Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

5. TERMINATION, BREACH AND REMEDIES

- A. This Contract may be terminated:
1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
 2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.
 3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
 4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.
- B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(B). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.
- C. Pursuant to NMAC Section 2.2.2.8, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.

6. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to NMAC Section 2.2.2.8, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the Office from entering into such a contract.

9. RECORDS

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. RELEASE

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. For District Courts and District Attorneys only, the contractor agrees that the Financial Control Division of the Department of Finance and Administration (DFA) is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report (CAFR) and that the Contractor's audit report may be relied upon during the audit of the statewide CAFR, if applicable. However, DFA should not provide to any third party, other than the CAFR auditor, the District Courts' or District Attorneys' draft audit reports or their opinion letters or findings.

13. CONFLICT OF INTEREST

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, et seq., NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

14. INDEPENDENCE

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2011 Revision*, issued by the Comptroller General of the United States, and NMAC Section 2.2.2.8. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. AMENDMENT

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

16. MERGER

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to NMAC Section 2.2.2.10, consistent with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.

17. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

18. AGENCY BOOKS AND RECORDS

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. EQUAL OPPORTUNITY COMPLIANCE

The Contractor shall abide by all federal and state laws, 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, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

22. WORKING PAPERS

A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

23. DESIGNATED ON-SITE STAFF

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is Pamela Rice. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. OTHER PROVISIONS

SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature.

AGENCY

Village of Magdalena

CONTRACTOR

Rice & Associates, CPA

PRINTED
NAME: _____

PRINTED
NAME: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

State Auditor Contract No. **18 - 6118**

Health Insurance	Current BCBS Plan					Meritain Basic Plan					Meritain Buy Up Plan				
	Employee	Employee +1	Family	Employee Portion (20%)	Village Portion (80%)	Employee	Employee +1	Family	Employee Portion (20%)	Village Portion (80%)	Employee	Employee +1	Family	Employee Portion (20%)	Village Portion (80%)
Job Title	Employee	Employee +1	Family	Employee Portion (20%)	Village Portion (80%)	Employee	Employee +1	Family	Employee Portion (20%)	Village Portion (80%)	Employee	Employee +1	Family	Employee Portion (20%)	Village Portion (80%)
Clerk/Treasurer	\$ 515.68			\$ 103.14	\$ 412.54	\$ 716.88			\$ 143.38	\$ 573.50	\$ 825.06			\$ 165.01	\$ 660.05
Deputy Clerk	\$ 532.90			\$ 106.58	\$ 426.32	\$ 716.88			\$ 143.38	\$ 573.50	\$ 825.06			\$ 165.01	\$ 660.05
Assistant Clerk															
Marshal			\$ 1,890.55	\$ 378.11	\$ 1,512.44			\$ 1,844.36	\$ 368.87	\$ 1,475.49			\$ 2,154.01	\$ 1,723.21	
Deputy Marshal			\$ 2,594.34	\$ 518.87	\$ 2,075.47			\$ 1,844.36	\$ 368.87	\$ 1,475.49			\$ 2,154.01	\$ 1,723.21	
Deputy Marshal															
Joint Utility Worker															
Joint Utility Worker															
Joint Utility Worker															
Joint Utility Worker															
Monthly Total	\$ 1,048.58	\$ -	\$ 4,484.89	\$ 1,106.69	\$ 4,426.78	\$ 1,433.76	\$ -	\$ 3,688.72	\$ 1,024.50	\$ 4,097.98	\$ 1,650.12	\$ -	\$ 4,308.02	\$ 1,191.63	\$ 4,766.51
Yearly Total	\$ 12,582.96	\$ -	\$ 53,818.68	\$ 13,280.33	\$ 53,121.81	\$ 17,205.12	\$ -	\$ 44,264.64	\$ 12,293.95	\$ 49,175.81	\$ 19,801.44	\$ -	\$ 51,696.24	\$ 14,299.54	\$ 57,198.14

Dental Insurance	Current BCBS Plan					Meritain Dental Plan 1 Without Orthodontia					Meritain Dental Plan 2 With Orthodontia				
	Employee	Employee +1	Family	Employee Portion (20%)	Village Portion (80%)	Employee	Employee +1	Family	Employee Portion (20%)	Village Portion (80%)	Employee	Employee +1	Family	Employee Portion (20%)	Village Portion (80%)
Job Title	Employee	Employee +1	Family	Employee Portion (20%)	Village Portion (80%)	Employee	Employee +1	Family	Employee Portion (20%)	Village Portion (80%)	Employee	Employee +1	Family	Employee Portion (20%)	Village Portion (80%)
Clerk/Treasurer						\$ 12.35			\$ 2.47	\$ 9.88	\$ 20.59			\$ 4.12	\$ 16.47
Deputy Clerk						\$ 12.35			\$ 2.47	\$ 9.88	\$ 20.59			\$ 4.12	\$ 16.47
Assistant Clerk															
Marshal															
Deputy Marshal								\$ 38.30	\$ 7.66	\$ 30.64			\$ 50.71	\$ 10.14	\$ 40.57
Deputy Marshal								\$ 38.30	\$ 7.66	\$ 30.64			\$ 50.71	\$ 10.14	\$ 40.57
Joint Utility Worker															
Joint Utility Worker															
Joint Utility Worker															
Joint Utility Worker															
Monthly Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24.70	\$ -	\$ 76.60	\$ 20.26	\$ 81.04	\$ 41.18	\$ -	\$ 101.42	\$ 28.52	\$ 114.08
Yearly Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 296.40	\$ -	\$ 919.20	\$ 243.12	\$ 972.48	\$ 494.16	\$ -	\$ 1,217.04	\$ 342.24	\$ 1,368.96

Vision Insurance	Current BCBS Plan					Meritain Vision Plan				
	Employee	Employee +1	Family	Employee Portion (20%)	Village Portion (80%)	Employee	Employee +1	Family	Employee Portion (20%)	Village Portion (80%)
Job Title	Employee	Employee +1	Family	Employee Portion (20%)	Village Portion (80%)	Employee	Employee +1	Family	Employee Portion (20%)	Village Portion (80%)
Clerk/Treasurer						\$ 2.45			\$ 0.49	\$ 1.96
Deputy Clerk						\$ 2.45			\$ 0.49	\$ 1.96
Assistant Clerk										
Marshal										
Deputy Marshal								\$ 11.29	\$ 2.26	\$ 9.03
Deputy Marshal								\$ 11.29	\$ 2.26	\$ 9.03
Joint Utility Worker										
Joint Utility Worker										
Joint Utility Worker										
Joint Utility Worker										
Monthly Total	\$ -	\$ -	\$ -	\$ 4.90	\$ -	\$ 58.80	\$ -	\$ 22.58	\$ 5.50	\$ 21.98
Yearly Total	\$ -	\$ -	\$ -	\$ 58.80	\$ -	\$ 705.60	\$ -	\$ 270.96	\$ 65.95	\$ 263.81



**BlueCross BlueShield
of New Mexico**

Small Group Business

Account Name: **VILLAGE OF MAGDALENA**

Account Number: **L04125**

Renewal Effective Date: **07/01/2018**

Account Zip Code: **87925**

County: **Socorro 5**

The following benefit plans are ACA Metallic plans as defined by the Affordable Care Act.

B: Renewal Health Plan(s) Premium

Plan Information Plan(s)	Enrolled Count	Proposed 07/01/2018 Plan Options Benefits	Total Monthly Health Cost*
0623PPO	2	Blue PPO Gold 107	\$2,420.01
Total Health Cost			\$2,420.01

*Total Monthly Health Cost includes the effects of Health Insurer Plan and Reinsurance Plan (including but not limited to successor or alternate programs), if any, plus any federal and state taxes applicable to the Plan for (0623PPO) products/services.

- Estimated Taxes and Fees = \$33.67

Plan #	Plan Type	Ded In/Out	Office Visit/Specialist	Coins In/Out	OPX In/Out	ER Copay/ER Coins	TP In/Out	OP-Surg In/Out	Pod Dental In/Out	Non-Preferred RX	Preferred RX	
0623PPO	Gold	\$2000/\$4000	\$45/\$70	80%/80%	\$4000/\$2000	\$4000	N/A/C	N/A/C	70%/80%	\$10/\$20/\$70/\$120/\$150/\$250	\$0/\$10/\$50/\$100/\$150/\$250	
Name	DOB	Age	ST	Employee Rate A	Spouse Rate B	Child(ren) Rate B	Total Monthly Health Cost*					
1	CARLEN GOMEZ	09/14/1981	26	NM	\$528.46	\$0.00	\$0.00	\$528.46				
2	LARRY CEARLEY	07/05/1962	55	NM	\$893.91	\$801.34	\$329.30	\$1,890.55				
				Totals	\$1,422.37	\$801.34	\$329.30	\$2,420.01				

Age	Total Monthly Health Cost*	Age	Total Monthly Health Cost*	Age	Total Monthly Health Cost*	Age	Total Monthly Health Cost*	Age	Total Monthly Health Cost*	Age	Total Monthly Health Cost*
15	\$328.36	25	\$430.45	35	\$539.22	45	\$650.46	55	\$769.79	65	\$1,221.47
16	\$339.37	26	\$439.46	36	\$545.68	46	\$659.35	56	\$782.79	66	\$1,199.25
17	\$350.79	27	\$448.17	37	\$552.57	47	\$668.12	57	\$800.24	67	\$1,209.57
18	\$360.85	28	\$455.78	38	\$558.01	48	\$676.34	58	\$810.32	68	\$1,236.49
19	\$370.00	29	\$463.11	39	\$563.45	49	\$684.57	59	\$819.61	69	\$1,270.68
20	\$378.05	30	\$469.90	40	\$568.80	50	\$692.68	60	\$829.81	70+	\$1,291.35
21	\$385.05	31	\$476.49	41	\$573.94	51	\$700.60	61	\$839.34		
22	\$390.46	32	\$482.26	42	\$578.55	52	\$708.29	62	\$848.01		
23	\$395.46	33	\$487.69	43	\$582.92	53	\$715.79	63	\$856.81		
24	\$400.46	34	\$492.89	44	\$587.12	54	\$723.05	64	\$865.79		

*Total Monthly Health Cost includes the effects of Health Insurer Plan and Reinsurance Plan (including but not limited to successor or alternate programs), if any, plus any federal and state taxes applicable to the Plan for (0623PPO) products/services.



Small Group Business

Account Name: VILLAGE OF MAGDALENA

Account Number: L04125

Renewal Effective Date: 07/01/2018

Section 5: 07/01/2018 Plan Options

Preferred Provider Organization (PPO) Network

Plan #	Ded In/Out	Office Visit/ Specialist	Coinc In/Out	OPX In/Out	ER Copay ER Coins	IP In/Out	OP Surg In/Out	Ped Dental In/Out	Non-Preferred RX**	Preferred Rx	Total Monthly Health Cost*
PPO Plans											
Blue Platinum Plans											
P811PPO ^{†1}	\$250/\$500	\$10/\$20	80%/70%	\$3000/\$8000	\$300/100%	NA/NA	NA/NA	70%/50%	\$10/\$20/\$55/\$95/\$150/\$250	\$0/\$10/\$35/\$75/\$150/\$250	\$2,940.71
P810PPO ^{†1}	\$300/\$1000	\$25/\$45	80%/60%	\$1500/\$3000	\$300/100%	NA/NA	NA/NA	70%/50%	\$10/\$20/\$55/\$95/\$150/\$250	\$0/\$10/\$35/\$75/\$150/\$250	\$2,824.82
Blue Gold Plans											
G822PPO ^{†1}	\$500/\$1000	\$30/\$50	80%/60%	\$6850/\$13700	\$400/100%	NA/NA	NA/NA	70%/50%	\$10/\$20/\$70/\$120/\$150/\$250	\$0/\$10/\$50/\$100/\$150/\$250	\$2,521.42
G820PPO ^{†1}	\$1000/\$2000	\$30/\$50	70%/50%	\$4000/\$8000	\$400/100%	NA/NA	NA/NA	70%/50%	\$10/\$20/\$70/\$120/\$150/\$250	\$0/\$10/\$50/\$100/\$150/\$250	\$2,512.89
G821PPO ^{†1}	\$1500/\$3000	\$30/\$50	80%/60%	\$3500/\$9000	\$250/100%	NA/DC	NA/DC	70%/50%	\$10/\$20/\$35/\$95/\$150/\$250	\$0/\$10/\$35/\$75/\$150/\$250	\$2,471.27
G823PPO ^{†1}	\$2000/\$4000	\$45/\$70	80%/60%	\$4000/\$12000	NA/80%	NA/DC	NA/DC	70%/50%	\$10/\$20/\$70/\$120/\$150/\$250	\$0/\$10/\$50/\$100/\$150/\$250	\$2,420.01
Blue Silver Plans											
S831PPO ^{†1}	\$3600/\$7000	\$40/\$60	60%/50%	\$6750/\$13500	NA/80%	NA/NA	NA/NA	70%/50%	\$10/\$20/\$70/\$120/\$150/\$250	\$0/\$10/\$50/\$100/\$150/\$250	\$1,097.50
S832PPO ^{†1}	\$6000/\$12000	\$40/\$70	80%/60%	\$7350/\$20000	NA/80%	NA/DC	NA/DC	70%/50%	\$10/\$20/\$70/\$120/\$150/\$250	\$0/\$10/\$50/\$100/\$150/\$250	\$2,042.57
Blue Bronze Plans											
B831PPO ^{†1}	\$7350/\$14300	\$50/NA	100%/100%	\$7350/\$14300	NA/100%	NA/DC	NA/DC	100%/100%	100%	100%	\$1,820.25
HSA Plans											
Blue Silver Plans											
S830PPO ^{†2,†3}	\$2700/\$5400	NA/NA	60%/50%	\$5000/\$10000	NA/80%	NA/NA	NA/NA	70%/50%	80%/80%/70%/60%/60%/50%	90%/90%/80%/70%/60%/50%	\$2,054.46
S836PPO ^{†3}	\$2700/\$5400	NA/NA	60%/50%	\$6500/\$13000	NA/80%	NA/NA	NA/NA	70%/50%	80%/80%/70%/60%/60%/50%	90%/90%/80%/70%/60%/80%	\$2,004.13
Blue Bronze Plans											
B830PPO ^{†2,†3}	\$5500/\$11000	NA/NA	80%/60%	\$6550/\$13100	NA/80%	NA/NA	NA/NA	70%/50%	80%/80%/70%/60%/60%/50%	90%/90%/80%/70%/60%/50%	\$1,837.12
EPO Plans											
Blue Gold Plans											
G835PPO ^{†1}	\$1500/NA	\$30/\$50	80%/NA	\$5500/NA	\$250/100%	NA/NA	NA/NA	70%/50%	\$10/\$20/\$35/\$95/\$150/\$250	\$0/\$10/\$35/\$75/\$150/\$250	\$2,536.10
Blue Silver Plans											
S834PPO	\$1000/NA	\$40/\$50	60%/NA	\$7000/NA	NA/60%	NA/NA	NA/NA	70%/50%	\$10/\$20/\$70/\$120/\$150/\$250	\$0/\$10/\$50/\$100/\$150/\$250	\$2,177.68
S835PPO ^{†1}	\$3000/NA	\$40/\$70	80%/NA	\$7350/NA	NA/80%	NA/NA	NA/NA	70%/50%	\$10/\$20/\$70/\$120/\$150/\$250	\$0/\$10/\$50/\$100/\$150/\$250	\$2,205.15

*Total Monthly Health Cost includes the effects of Health Insurer Fees and Reinsurance Fees (including but not limited to successor or alternate programs), if any, plus any federal and state taxes applicable to the fees for (DCBSP) products/services.
 All health plans are embedded with pediatric eye exams (and select pediatric hardware) and vision discounts.
 †1 Lower copay applies if a member switches from a non-preferred to a preferred pharmacy plan.
 †2 ER - Facility fees are covered under the fixed copay amount but services are subject to deductible/concurrence.
 †3 Other Rx for 2519; Outpatient Cost Share Differential (ASC vs. Hosp. Pac)
 †3 These HSA Plans require a mandatory employer contribution.



BlueCross BlueShield of New Mexico

Small Group Business

Account Name: VILLAGE OF MAGDALENA

Account Number: L04125

Renewal Effective Date: 07/01/2018

The following benefit plans are ACA eligible plans as defined by the Affordable Care Act 07/01/2018 Renewal Rates

Table for plan 002190: Gold, Ded In/Out \$1500/\$3000, Office Visit/Specialist \$30/\$50, Coins In/Out 80%/80%, OPX In/Out \$500/\$9000, ER Copay \$20, IP In/Out NA/DC, OP Surg In/Out NA/DC, Paid Dental In/Out 70%/50%, Non-Preferred RX \$0/\$10/\$50/\$100/\$150/\$250, Preferred RX \$0/\$10/\$50/\$75/\$150/\$250. Includes age-based health cost data from 15 to 64+.

*Total Monthly Health Cost includes the effects of Health Insurer Fees and Reinsurance Fees (including but not limited to successor or alternate programs), if any, plus any federal and state taxes applicable to the fees for (BCBSNM) products/services.

Table for plan 002390: Gold, Ded In/Out \$2000/\$4000, Office Visit/Specialist \$45/\$70, Coins In/Out 80%/80%, OPX In/Out \$4000/\$12000, ER Copay \$20, IP In/Out NA/DC, OP Surg In/Out NA/DC, Paid Dental In/Out 70%/50%, Non-Preferred RX \$10/\$20/\$70/\$120/\$150/\$250, Preferred RX \$0/\$10/\$50/\$100/\$150/\$250. Includes age-based health cost data from 15 to 64+.

*Total Monthly Health Cost includes the effects of Health Insurer Fees and Reinsurance Fees (including but not limited to successor or alternate programs), if any, plus any federal and state taxes applicable to the fees for (BCBSNM) products/services.

Table for plan 003190: Silver, Ded In/Out \$500/\$700, Office Visit/Specialist \$40/\$60, Coins In/Out 60%/80%, OPX In/Out \$750/\$13500, ER Copay \$20, IP In/Out NA/NA, OP Surg In/Out NA/NA, Paid Dental In/Out 70%/50%, Non-Preferred RX \$10/\$20/\$70/\$120/\$150/\$250, Preferred RX \$0/\$10/\$50/\$100/\$150/\$250. Includes age-based health cost data from 15 to 64+.

*Total Monthly Health Cost includes the effects of Health Insurer Fees and Reinsurance Fees (including but not limited to successor or alternate programs), if any, plus any federal and state taxes applicable to the fees for (BCBSNM) products/services.

Table for plan 003390: Silver, Ded In/Out \$6000/\$12000, Office Visit/Specialist \$40/\$70, Coins In/Out 80%/80%, OPX In/Out \$7350/\$20000, ER Copay \$20, IP In/Out NA/DC, OP Surg In/Out NA/DC, Paid Dental In/Out 70%/50%, Non-Preferred RX \$10/\$20/\$70/\$120/\$150/\$250, Preferred RX \$0/\$10/\$50/\$100/\$150/\$250. Includes age-based health cost data from 15 to 64+.

*Total Monthly Health Cost includes the effects of Health Insurer Fees and Reinsurance Fees (including but not limited to successor or alternate programs), if any, plus any federal and state taxes applicable to the fees for (BCBSNM) products/services.

MEDICAL SCHEDULE OF BENEFITS: BASIC PLAN

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
LIFETIME MAXIMUM BENEFIT	Unlimited	
CALENDAR YEAR MAXIMUM BENEFIT	Unlimited	
CALENDAR YEAR DEDUCTIBLE		
Single	\$1,000	\$2,000
Family	\$2,000	\$4,000
CALENDAR YEAR MEDICAL OUT-OF-POCKET MAXIMUM (includes Deductible, and medical Coinsurance)		
Single	\$3,000	\$6,000
Family	\$6,000	\$12,000
TOTAL CALENDAR YEAR MEDICAL AND PRESCRIPTION DRUG OUT-OF-POCKET MAXIMUM (Includes Deductible, Coinsurance and Copays – combined with Prescription Drug Card)		
Single	\$8,000	\$7,000
Family	\$12,000	\$14,000
MEDICAL BENEFITS		
Acupuncture	\$50 Copay, then 100%	60% after Deductible
Calendar Year Maximum Benefit	\$500	
Allergy Services (all)	80% after Deductible	60% after Deductible
Ambulance Services	80% after Deductible	60% after Deductible
Ambulatory Surgical Center	80% after Deductible	60% after Deductible
Anesthesia	80% after Deductible	60% after Deductible
Chemotherapy (Outpatient)	80% after Deductible	60% after Deductible
Chiropractic Care/Spinal Manipulation	\$50 Copay, then 100%	60% after Deductible
Calendar Year Maximum Benefit	26 visits	
Diagnostic Testing, X-Ray and Lab Services (Outpatient)	\$50 Copay, then 100%	60% after Deductible
Durable Medical Equipment (DME)	80% after Deductible	60% after Deductible

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
Emergency Services – Emergency Medical Condition	80% after Deductible	Paid at the Participating Provider level of benefits
Emergency Room Services – Non-Emergency Medical Condition	80% after Deductible	60% after Deductible
Hearing Aids (for Dependent Children to age 18 or to age 21 if still in high school)	80% after Deductible	60% after Deductible
Maximum Benefit	\$2,200 every 36 months	
Hemodialysis (Outpatient)	80% after Deductible	60% after Deductible
Home Health Care	80% after Deductible	60% after Deductible
Calendar Year Maximum Benefit	100 visits	
Hospice Care		
Inpatient	80% after Deductible	60% after Deductible
Outpatient	\$50 Copay, then 100%	60% after Deductible
Outpatient Calendar Year Maximum Benefit	100 visits	
Bereavement Counseling (within 12 months of Covered Person's death)	\$50 Copay, then 100%	60% after Deductible
Bereavement Counseling Maximum Benefit	6 sessions	
Hospice Combined Lifetime Maximum Benefit	6 months (an additional 6 months will be granted with Physician's verification)	
Hospital Expenses or Long-Term Acute Care Facility/Hospital (facility charges)		
Inpatient	80% after Deductible (Copay waived for newborn)	60% after Deductible
Room and Board Allowance*	Semi-Private Room rate*	Semi-Private Room rate*
Intensive Care Unit	80% after Deductible ICU/CCU Room rate (Copay waived for newborn)	60% after Deductible ICU/CCU Room rate
Miscellaneous Services & Supplies	80% after Deductible	60% after Deductible
Outpatient (Diagnostic Testing, X-Ray and Lab Services)	\$50 Copay, then 100%	60% after Deductible
* A private room will be considered eligible when Medically Necessary. Charges made by a Hospital having only single or private rooms will be considered at 90% of the least expensive rate for a single or private room.		
Maternity (Professional Fees)*		
Preventive Prenatal and Breastfeeding Support (other than lactation consultations)	100%	100%
Lactation Consultations	100%	100% Deductible waived
All Other Prenatal and Postnatal Care	\$50 Copay, then 100%	60% after Deductible
Delivery	80% after Deductible	60% after Deductible
* See Preventive Services under Eligible Medical Expenses for limitations.		

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
Mental Disorders and Substance Use Disorders		
Inpatient	80% after Deductible	60% after Deductible
Outpatient		
Office Visits	\$50 Copay, then 100%	60% after Deductible
All Other Outpatient Care	80% after Deductible	60% after Deductible
NOTE: Emergency care (ambulance and Emergency Services/Room) will be paid the same as the benefits for ambulance services and Emergency Services/Room listed above in the Medical Schedule of Benefits, however, the Participating Provider level of benefits will always apply regardless of the provider utilized.		
Outpatient Therapies (e.g., physical, speech, occupational)	\$50 Copay, then 100%	60% after Deductible
Physician's Services		
Inpatient/Outpatient Services	80% after Deductible	60% after Deductible
Home Visits	80% after Deductible	60% after Deductible
Office Visits (includes lab, x-ray, radiological services)	\$50 Copay, then 100%	60% after Deductible
DME & Supplies Provided During the Office Visit	80% after Deductible	60% after Deductible
All Other Services Rendered During the Office Visit	80% after Deductible	60% after Deductible
Physician Office Surgery	80% after Deductible	60% after Deductible
Preventive Services and Routine Care (includes the office visit and any other eligible item or service received at the same time as the preventive service or routine care, whether billed at the same time or separately)	100%	Not covered
Radiation Therapy (Outpatient)	80% after Deductible	60% after Deductible
Skilled Nursing Facility and Rehabilitation Facility	80% after Deductible	60% after Deductible
Combined Calendar Year Maximum Benefit	120 days	
Specialty and Injectable Drugs (Including Infusions)	80% (the Covered Person will not pay more than \$250 per claim)	60% after Deductible
Temporomandibular Joint Dysfunction (TMJ)	80% after Deductible	60% after Deductible
Lifetime Maximum Benefit	\$1,000	
Transplants	80% after Deductible (Aetna IOE Program and SPN Participating Providers)* 70% after Deductible (Non-Aetna IOE Program)	60% after Deductible
* If applicable, please refer to the Aetna Institute of Excellence (IOE) Program section of this Plan for a more detailed description of this benefit.		

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
Urgent Care Facility	\$50 Copay, then 100%	60% after Deductible
*Copay applies per visit regardless of what services are rendered.		
All Other Eligible Medical Expenses	80% after Deductible	60% after Deductible

MEDICAL SCHEDULE OF BENEFITS: BUY UP PLAN

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
LIFETIME MAXIMUM BENEFIT	Unlimited	
CALENDAR YEAR MAXIMUM BENEFIT	Unlimited	
CALENDAR YEAR DEDUCTIBLE		
Single	\$500	\$1,000
Family	\$1,000	\$2,000
CALENDAR YEAR MEDICAL OUT-OF-POCKET MAXIMUM (includes Deductible, medical Coinsurance and medical Copays)		
Single	\$3,000	\$6,000
Family	\$6,000	\$12,000
TOTAL CALENDAR YEAR MEDICAL AND PRESCRIPTION DRUG OUT-OF-POCKET MAXIMUM (includes Deductible, Coinsurance and Copays – combined with Prescription Drug Card)		
Single	\$6,000	\$7,000
Family	\$12,000	\$14,000
MEDICAL BENEFITS		
Acupuncture	\$35 Copay, then 100%	60% after Deductible
Calendar Year Maximum Benefit	\$500	
Allergy Services (all)	80% after Deductible	60% after Deductible
Ambulance Services	80% after Deductible	60% after Deductible
Ambulatory Surgical Center	80% after Deductible	60% after Deductible
Anesthesia	80% after Deductible	60% after Deductible
Chemotherapy (Outpatient)	80% after Deductible	60% after Deductible
Chiropractic Care/Spinal Manipulation	\$35 Copay, then 100%	60% after Deductible
Calendar Year Maximum Benefit	26 visits	
Diagnostic Testing, X-Ray and Lab Services (Outpatient)	\$35 Copay, then 100%	60% after Deductible
Durable Medical Equipment (DME)	80% after Deductible	60% after Deductible

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
Emergency Services – Emergency Medical Condition	80% after Deductible	Paid at the Participating Provider level of benefits
Emergency Room Services – Non-Emergency Medical Condition	80% after Deductible	60% after Deductible
Hearing Aids (for Dependent Children to age 18 or to age 21 if still in high school)	80% after Deductible	60% after Deductible
Maximum Benefit	\$2,200 every 36 months	
Hemodialysis (Outpatient)	80% after Deductible	60% after Deductible
Home Health Care	80% after Deductible	60% after Deductible
Calendar Year Maximum Benefit	100 visits	
Hospice Care		
Inpatient	80% after Deductible	60% after Deductible
Outpatient	\$35 Copay, then 100%	60% after Deductible
Outpatient Calendar Year Maximum Benefit	100 visits	
Bereavement Counseling (within 12 months of Covered Person's death)	\$35 Copay, then 100%	60% after Deductible
Bereavement Counseling Maximum Benefit	6 sessions	
Hospice Combined Lifetime Maximum Benefit	6 months (an additional 6 months will be granted with Physician's verification)	
Hospital Expenses or Long-Term Acute Care Facility/Hospital (facility charges)		
Inpatient	80% after Deductible (Copay waived for newborn)	60% after Deductible
Room and Board Allowance*	Semi-Private Room rate*	Semi-Private Room rate*
Intensive Care Unit	80% after Deductible ICU/CCU Room rate (Copay waived for newborn)	60% after Deductible ICU/CCU Room rate
Miscellaneous Services & Supplies	80% after Deductible	60% after Deductible
Outpatient (Diagnostic Testing, X-Ray and Lab Services)	\$35 Copay, then 100%	60% after Deductible
* A private room will be considered eligible when Medically Necessary. Charges made by a Hospital having only single or private rooms will be considered at 90% of the least expensive rate for a single or private room.		
Maternity (Professional Fees)*		
Preventive Prenatal and Breastfeeding Support (other than lactation consultations)	100%	100%
Lactation Consultations	100%	100% Deductible waived
All Other Prenatal and Postnatal Care	\$35 Copay, then 100%	60% after Deductible
Delivery	80% after Deductible	60% after Deductible
* See Preventive Services under Eligible Medical Expenses for limitations.		

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
Mental Disorders and Substance Use Disorders		
Inpatient	80% after Deductible	60% after Deductible
Outpatient		
Office Visits	\$35 Copay, then 100%	60% after Deductible
All Other Outpatient Care	80% after Deductible	60% after Deductible
NOTE: Emergency care (ambulance and Emergency Services/Room) will be paid the same as the benefits for ambulance services and Emergency Services/Room listed above in the Medical Schedule of Benefits, however, the Participating Provider level of benefits will always apply regardless of the provider utilized.		
Outpatient Therapies (e.g., physical, speech, occupational)	\$35 Copay, then 100%	60% after Deductible
Physician's Services		
Inpatient/Outpatient Services	80% after Deductible	60% after Deductible
Home Visits	80% after Deductible	60% after Deductible
Office Visits (includes lab, x-ray, radiological services)	\$35 Copay, then 100%	60% after Deductible
DME & Supplies Provided During the Office Visit	80% after Deductible	60% after Deductible
All Other Services Rendered During the Office Visit	80% after Deductible	60% after Deductible
Physician Office Surgery	80% after Deductible	60% after Deductible
Preventive Services and Routine Care (Includes the office visit and any other eligible item or service received at the same time as the preventive service or routine care, whether billed at the same time or separately)	100%	Not covered
Radiation Therapy (Outpatient)	80% after Deductible	60% after Deductible
Skilled Nursing Facility and Rehabilitation Facility	80% after Deductible	60% after Deductible
Combined Calendar Year Maximum Benefit	120 days	
Specialty and Injectable Drugs (Including Infusions)	80% (the Covered Person will not pay more than \$250 per claim)	60% after Deductible
Temporomandibular Joint Dysfunction (TMJ)	80% after Deductible	60% after Deductible
Lifetime Maximum Benefit	\$1,000	

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
Transplants	80% after Deductible (Aetna IOE Program and SPN Participating Providers)* 70% after Deductible (Non-Aetna IOE Program)	60% after Deductible
* If applicable, please refer to the Aetna Institute of Excellence (IOE) Program section of this Plan for a more detailed description of this benefit.		
Urgent Care Facility	\$35 Copay, then 100%	60% after Deductible
*Copay applies per visit regardless of what services are rendered.		
All Other Eligible Medical Expenses	80% after Deductible	60% after Deductible

PRESCRIPTION DRUG SCHEDULE OF BENEFITS: ALL PLANS

BENEFIT DESCRIPTION	BENEFIT
CALENDAR YEAR PRESCRIPTION DRUG OUT-OF-POCKET MAXIMUM (Includes Coinsurance and Copays – combined with major medical Out-of-Pocket)	
Single	\$3,000
Family	\$6,000
Retail Pharmacy: 34-day supply	
Generic Drug	\$15 Copay, then 100%
Preferred Drug	\$35 Copay, then 100%
Non-Preferred Drug	\$50 Copay, then 100%
Preventive Drug (Prescription Drugs classified as a Preventive Drug by HHS)	\$0 Copay (100% paid)
Specialty Drug	80% limited to \$250 Copay maximum per prescription
Mall Order Pharmacy: 90-day supply	
Generic Drug	\$30 Copay, then 100%
Preferred Drug	\$70 Copay, then 100%
Non-Preferred Drug	\$100 Copay, then 100%
Preventive Drug (Prescription Drugs classified as a Preventive Drug by HHS)	\$0 Copay (100% paid)

Preventive Drug means items which have been identified by the U.S. Department of Health and Human Services (HHS) as a preventive service. You may view the guidelines established by HHS by visiting the following website:

<https://www.healthcare.gov/what-are-my-preventive-care-benefits>

For a paper copy, please contact the Plan Administrator.

NOTE: Coverage for preventive contraceptives and contraceptive devices is only available for women of child bearing age and limited to contraceptives that are considered Generic Drugs unless no equivalent Generic Drug is available and the Preferred or Non-Preferred Drug is otherwise covered under the Prescription Drug Card Program. If the Covered Person chooses a Preferred or Non-Preferred Drug rather than the Generic equivalent when there is a Generic equivalent available and the Physician has allowed a Generic Drug to be dispensed, the Covered Person will be responsible for the cost difference between the Generic Drug and the Preferred or Non-Preferred Drug. The Covered Person's share of the Prescription Drug cost does not apply toward the Plan's Out-of-Pocket Maximum.

DENTAL SCHEDULE OF BENEFITS: PLAN 1

BENEFIT DESCRIPTION	BENEFIT (Subject to Usual and Customary Charges)
PRE-DETERMINATION LIMIT	\$200
CALENDAR YEAR DEDUCTIBLE Single Family	\$50 2 Deductibles per Family
CLASS A, B AND C EXPENSES COMBINED CALENDAR YEAR MAXIMUM BENEFIT*	\$1,500 per Covered Person
* Maximum does not apply to children up to the age of 18.	
DENTAL BENEFITS	
Class A-Preventive Services	80% Deductible waived
Class B-Basic Services	80% after Deductible
Class C-Major Services	50% after Deductible

Waiting Periods

Any charges for Type III Services will not be eligible until the Covered Person has been covered under this Plan for six (6) months.

If you and your eligible Dependent(s) fail to enroll for Employee or Dependent coverage when initially eligible, coverage will be limited as follows:

- (1) Charges for Type I-Preventive Services and Type II-Basic Services will not be covered for the first six (6) months.
- (2) Charges for Type III-Major Services will not be covered for the first 12 months.

NOTE: The dental benefits provided under this Plan are limited-scope benefits and are offered separately from any medical coverage offered under the Plan. You have a separate right to enroll in the dental benefits under the Plan. If you choose to enroll in such dental benefit, you may be charged an employee contribution amount that is separate from what you are charged for any other benefit offered under the Plan. The amount of a required employee contribution, if any, will be communicated to you by the Plan Administrator prior to the annual open enrollment period.

DENTAL SCHEDULE OF BENEFITS: PLAN 2

BENEFIT DESCRIPTION	BENEFIT (Subject to Usual and Customary Charges)
PRE-DETERMINATION LIMIT	\$200
CALENDAR YEAR DEDUCTIBLE Single Family	\$50 2 Deductibles per Family
CLASS A, B AND C EXPENSES COMBINED CALENDAR YEAR MAXIMUM BENEFIT*	\$1,500 per Covered Person
* Maximum does not apply to children up to the age of 18.	
CLASS D ORTHODONTIC LIFETIME MAXIMUM BENEFIT* (Coverage is provided only for Covered Persons under age 19)	\$1,000 per Covered Person
* Maximum does not apply to children up to the age of 18.	
DENTAL BENEFITS	
Class A-Preventive Services	80% Deductible waived
Class B-Basic Services	80% after Deductible
Class C-Major Services	50% after Deductible
Class D-Orthodontic Services	50% Deductible waived
(Coverage is provided only for Covered Persons under age 19)	

Waiting Periods

Any charges for Type III or Type IV Services will not be eligible until the Covered Person has been covered under this Plan for six (6) months.

If you and your eligible Dependent(s) fail to enroll for Employee or Dependent coverage when initially eligible, coverage will be limited as follows:

- (1) Charges for Type I-Preventive Services and Type II-Basic Services will not be covered for the first six (6) months.
- (2) Charges for Type III-Major Services and Type IV-Orthodontic Services will not be covered for the first 12 months.

NOTE: The dental benefits provided under this Plan are limited-scope benefits and are offered separately from any medical coverage offered under the Plan. You have a separate right to enroll in the dental benefits under the Plan. If you choose to enroll in such dental benefit, you may be charged an employee contribution amount that is separate from what you are charged for any other benefit offered under the Plan. The amount of a required employee contribution, if any, will be communicated to you by the Plan Administrator prior to the annual open enrollment period.

VISION SCHEDULE OF BENEFITS

BENEFIT DESCRIPTION	BENEFIT
Eye exam, 1 exam per 12 month period	100% limited to \$50 maximum
Lenses, per pair, 1 pair every 12 months	
Single vision	\$20 single / \$40 pair
Bifocal	\$25 single / \$50 pair
Trifocal	\$35 single / \$70 pair
Lenticular	\$55 single / \$110 pair
Contact lenses, per pair, 1 pair every 24 months If elective contact lenses are selected, no additional allowance will be made for other types of lenses and/or frames during the 24-month period. Disposable contacts will be payable up to the maximum benefit for contacts, but will not be subject to the "one pair of lenses" maximum.	Elective: \$90 Medically Necessary: \$112.50 single \$225 pair
Frames, 1 frame every 24 months	100% limited to \$50 maximum

Note: All dollar maximums listed above do not apply to children up to the age of 18.

NOTE: The vision benefits provided under this Plan are limited-scope benefits and are offered separately from any medical coverage offered under the Plan. You have a separate right to enroll in the vision benefits under the Plan. If you choose to enroll in such vision benefit, you may be charged an employee contribution amount that is separate from what you are charged for any other benefit offered under the Plan. The amount of a required employee contribution, if any, will be communicated to you by the Plan Administrator prior to the annual open enrollment period.

SHORT TERM DISABILITY SCHEDULE OF BENEFITS: PLAN A

NOTE: Short Term Disability benefits do not apply to Dependents.

BENEFIT DESCRIPTION	BENEFIT
Waiting Period:	
For Illness	Benefits begin on the 14th Calendar day
For Injury	Benefits begin on the 14th Calendar day
Weekly Benefit*	100% of Basic Weekly Earnings to a maximum of \$100 per week
Maximum Period Payable	26 weeks per period of Total Disability

****The weekly rate is made up of seven (7) daily segments. A benefit period of less than a full week will be calculated on a daily basis.***

SHORT TERM DISABILITY SCHEDULE OF BENEFITS: PLAN B

NOTE: Short Term Disability benefits do not apply to Dependents.

BENEFIT DESCRIPTION	BENEFIT
Waiting Period:	
For Illness	Benefits begin on the 14th Calendar day
For Injury	Benefits begin on the 14th Calendar day
Weekly Benefit*	100% of Basic Weekly Earnings to a maximum of \$200 per week
Maximum Period Payable	26 weeks per period of Total Disability

***The weekly rate is made up of seven (7) daily segments. A benefit period of less than a full week will be calculated on a daily basis.**

NEW MEXICO SELF-INSURERS' FUND
MONTHLY RATES
Effective July 1, 2017
(Revised with Life Rate)

MEDICAL

Basic Plan

PPO Plan-80/20 with \$1,000 Deductible and Prescription Drug Card

Employee	\$ 716.88
Employee + 1	\$1,311.18
Family	\$1,844.36

Medicare Rates

Employee	\$ 485.20
Employee + 1	\$ 864.54

Buy Up

PPO Plan- 80/20 with \$500 Deductible and Prescription Drug Card

Employee	\$ 825.06
Employee + 1	\$1,525.98
Family	\$2,154.01

Medicare Rates

Employee	\$ 614.04
Employee + 1	\$1,109.27

DENTAL

	Plan 1 Without <u>Orthodontia</u>	Plan 2 With <u>Orthodontia</u>
Employee	\$12.35	\$20.59
Employee + 1	\$26.75	\$37.39
Family	\$38.30	\$50.71

VISION

Employee	\$ 2.45
Employee + 1	\$ 7.91
Family	\$11.29

If the employer selects Dental and/or Vision, all employees will have this benefit. There will not be the option for the employee to choose or not choose Dental and/or Vision on a stand-alone basis.

LIFE

BASIC LIFE	\$0.35/\$1,000	
BASIC AD&D	\$0.03/\$1,000	
DEPENDENT LIFE	\$2,000/\$100/\$1,000 \$0.75/dependent unit	\$10,000/\$100/\$2,000 \$3.50/dependent unit
SUPPLEMENTAL LIFE		

RATES PER THOUSAND:

<u>Age Brackets</u>	<u>without AD&D*</u>	<u>with AD&D*</u>
<25	\$.06	\$.10
25-29	\$.07	\$.11
30-34	\$.10	\$.14
35-39	\$.13	\$.17
40-44	\$.18	\$.22
45-49	\$.27	\$.31
50-54	\$.46	\$.50
55-59	\$.77	\$.81
60-64	\$ 1.18	\$ 1.22
65-69	\$ 2.28	\$ 2.32
> 70	\$ 3.69	\$ 3.73

*Decision to offer supplemental AD&D is optional to the group only.

WEEKLY INCOME

WEEKLY DISABILITY INCOME \$2.92 for \$100/week
\$5.83 for \$200/week

Please consult the enclosed cover letter, instructions and Schedule of Benefit descriptions for details and conditions.

Stephanie Finch

From: Baca, Rosemarie <Rosemarie.Baca@meritain.com>
Sent: Thursday, May 10, 2018 2:32 PM
To: Stephanie Finch
Subject: RE: NMSIF Plans and Rates

Hi Stephanie,

Please see my responses next to each question below:

Rose Baca
Client Advocate
Meritain Health
888-306-6314 (direct line)
763-582-3506 (fax)
rosemarie.baca@meritain.com

From: Stephanie Finch [mailto:clerk@villageofmagdalena.com]
Sent: Wednesday, May 09, 2018 3:16 PM
To: Baca, Rosemarie
Subject: [EXTERNAL] RE: NMSIF Plans and Rates

**** External Email - Use Caution ****

Rose,

I have a few questions:

1. Who are the carriers for Dental & Vision? Both dental and vision are covered benefits under the health plan. There are no separate carriers.
2. Is Meritain the 3rd party administrator? Yes
3. Can I get a provider list for doctors in our area (Magdalena & Socorro) Unfortunately a provider list is not available. These change so often the network no longer provides them. You can however go onto the Aetna Doc Find website and look up providers based upon region. Website address is: http://www.aetna.com/dse/search?site_id=mymeritain
4. Are there any penalties if the Village signed up for the plan and decided a year later they wanted to change? As long as notification is provided timely there would not be any penalties.

Thank You,

Stephanie Finch, CPO
Clerk/Treasurer

Village of Magdalena
PO Box 145
Magdalena, NM 87825
P 575.854.2261
F 575.854.2273
www.villageofmagdalena.com



**VILLAGE OF MAGDALENA
BOARD OF VILLAGE TRUSTEES
RESOLUTION № 2018-04**

**A RESOLUTION SETTING PERCENTAGE OF CONTRIBUTION TO GROUP MEDICAL
INSURANCE**

WHEREAS, all municipalities with twenty-five employees or fewer shall cooperate in providing group term life, medical or disability income insurance for the benefit of eligible employees or salaries officers of the municipality; and,

WHEREAS, such municipalities may contribute any amount up to one hundred percent of the cost of the insurance, meaning the premium required to be paid to provide coverage; and,

WHEREAS, the Village of Magdalena currently pays eighty percent (80%) of the cost of medical coverage; and,

WHEREAS, due to increasing costs these amounts are becoming prohibitive.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees for the Village of Magdalena that the Village will pay _____ percent of the cost of medical coverage.

PASSED, APPROVED and ADOPTED by the Village of Magdalena Board of Trustees on May 14, 2018.

Approved:

Richard Rumpf, Mayor

Attested:

Stephanie Finch, Clerk/Treasurer

CASH TRANSACTIONS REPORT

YEAR: THROUGH MAY
Village of Magdalena

Page: 1
5/11/2018
10:23 am

Account Number	Beginning Balance	Debit	Credit	Ending Balance
Fund: 101 - GENERAL FUND				
Dept: 00				
10000 CASH IN BANK	292,096.54	791,361.91	851,872.14	231,586.31
10090 PETTY CASH	100.00	0.00	0.00	100.00
Fund: 101	292,196.54	791,361.91	851,872.14	231,686.31
Fund: 201 - CORRECTIONS FUND				
Dept: 00				
10000 CASH IN BANK	10,182.00	4,560.00	1,620.00	13,122.00
Fund: 201	10,182.00	4,560.00	1,620.00	13,122.00
Fund: 202 - ENVIRONMENTAL GRT FUND				
Dept: 00				
10000 CASH IN BANK	4,829.75	3,466.03	5,000.00	3,295.78
Fund: 202	4,829.75	3,466.03	5,000.00	3,295.78
Fund: 209 - FIRE PROTECTION FUND				
Dept: 00				
10000 CASH IN BANK	147,432.45	83,501.19	28,513.79	202,419.85
Fund: 209	147,432.45	83,501.19	28,513.79	202,419.85
Fund: 211 - LEPP-LAW ENFORCEMENT PROTECT				
Dept: 00				
10000 CASH IN BANK	137.73	8,717.24	7,315.29	1,539.68
Fund: 211	137.73	8,717.24	7,315.29	1,539.68
Fund: 214 - LODGERS' TAX FUND				
Dept: 00				
10000 CASH IN BANK	5,155.49	3,207.76	4,132.67	4,230.58
Fund: 214	5,155.49	3,207.76	4,132.67	4,230.58
Fund: 291 - LIBRARY FUND				
Dept: 00				
10000 CASH IN BANK	3,269.67	33,308.03	29,778.00	6,799.70
Fund: 291	3,269.67	33,308.03	29,778.00	6,799.70
Fund: 300 - CAPITAL PROJECTS FUND				
Dept: 00				
10000 CASH IN BANK	0.00	118,172.43	118,172.43	0.00
Fund: 300	0.00	118,172.43	118,172.43	0.00
Fund: 402 - REVENUE BOND				
Dept: 00				
10000 CASH IN BANK	0.00	0.00	0.00	0.00
Fund: 402	0.00	0.00	0.00	0.00
Fund: 403 - DEBT SERVICE GOVERNMENTAL				
Dept: 00				
10000 CASH IN BANK	0.00	7,500.00	7,500.00	0.00
11060 NMFA - POLICE VEHICLES - DS	88.29	13,180.94	26.14	13,243.09
11061 NMFA - POLICE VEHICLES - PROG	0.00	0.00	0.00	0.00
11066 NMFA - FIRE TRUCK - DS	0.00	514.01	513.48	0.53
11067 NMFA - FIRE TRUCK - PROG	0.00	171,568.44	0.00	171,568.44
Fund: 403	88.29	192,763.39	8,039.62	184,812.06
Fund: 404 - DEBT SERVICE PROPRIETARY				

Edit List of Invoices - Detail w/GL

BILL LIST 5/14/2018

Date: 05/11/2018

Time: 11:28 am

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Village of Magdalena

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				
	A-1 QUALITY REDI MIX	05/11/2018		GENER		
	PO BOX 591	05/11/2018		N		858.88
3469	SOCORRO	05/11/2018		N	N	0.00
A-1 QUALIT	NM 87801	05/11/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/11/2018	59789			858.88

GL Number	Account Name	Pay Amount	Relieve Amount
101-07-53100	SUPPLIES-GROUNDS & ROADS	858.88	0.00
Distribution Total		858.88	0.00

Vendor Total: 858.88

	BUGS OR US PEST CONTROL	05/11/2018		GENER		
	HC 62 BOX 605	05/11/2018	02018031	N		140.00
3470	DATIL	05/11/2018		N	N	0.00
BUGS OR US	NM 87821	05/11/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	05/11/2018	4/24/18			140.00

GL Number	Account Name	Pay Amount	Relieve Amount
101-04-58200	OTHER PROFESSIONAL SERVICES	45.00	45.00
101-05-58200	OTHER PROFESSIONAL SERVICES	40.00	40.00
209-00-58200	OTHER PROFESSIONAL SERVICES	55.00	55.00
Distribution Total		140.00	140.00

Vendor Total: 140.00

	EAGLE WHOLESALE COMPANY	05/11/2018		GENER		
	PO BOX 828	05/11/2018	02018029	N		13.98
3471	MAGDALENA	05/11/2018		N	N	0.00
EAGLE WHOL	NM 87825	05/11/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	05/11/2018	43689			13.98

GL Number	Account Name	Pay Amount	Relieve Amount
101-04-53080	SUPPLIES-BUILDING & STRUCTURES	13.98	13.98
Distribution Total		13.98	13.98

	EAGLE WHOLESALE COMPANY	05/11/2018		GENER		
	PO BOX 828	05/11/2018	02018029	N		4.29
3472	MAGDALENA	05/11/2018		N	N	0.00
EAGLE WHOL	NM 87825	05/11/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	05/11/2018	43684			4.29

GL Number	Account Name	Pay Amount	Relieve Amount
291-00-53080	SUPPLIES-BUILDING & STRUCTURES	4.29	4.29
Distribution Total		4.29	4.29

	EAGLE WHOLESALE COMPANY	05/11/2018		GENER		
	PO BOX 828	05/11/2018	02018029	N		15.77
3473	MAGDALENA	05/11/2018		N	N	0.00
EAGLE WHOL	NM 87825	05/11/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	05/11/2018	43679			15.77

GL Number	Account Name	Pay Amount	Relieve Amount
101-05-53080	SUPPLIES-BUILDING & STRUCTURES	15.77	15.77
Distribution Total		15.77	15.77

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Village of Magdalena

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Disc. Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
	EAGLE WHOLESALE COMPANY	05/11/2018		GENER		
	PO BOX 828	05/11/2018	02018028	N		19.54
3474	MAGDALENA	05/11/2018		N	N	0.00
EAGLE WHOL	NM 87825	05/11/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	05/11/2018	43676			19.54

GL Number	Account Name	Pay Amount	Relieve Amount
502-00-53120	SUPPLIES-OTHER	19.54	19.54
Distribution Total		19.54	19.54

Vendor Total: 53.58

	EMERGENCY MEDICAL PRODUCTS II	05/11/2018		GENER		
	25199 NETWORK PLACE	05/11/2018	20180314	N		30.36
3475	CHICAGO	05/11/2018		N	N	0.00
EMP	IL 60673-1251	05/11/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/11/2018	1977876			30.36

GL Number	Account Name	Pay Amount	Relieve Amount
500-00-53120	SUPPLIES-OTHER	30.36	30.36
Distribution Total		30.36	30.36

Vendor Total: 30.36

	EMS BILLING SERVICES	05/11/2018		GENER		
	P.O. BOX 641880	05/11/2018	20180145	N		287.38
3476	OMAHA	05/11/2018		N	N	0.00
EMS BILLIN	NE 68164-7850	05/11/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	05/11/2018	2018958			287.38

GL Number	Account Name	Pay Amount	Relieve Amount
500-00-58200	OTHER PROFESSIONAL SERVICES	287.38	287.38
Distribution Total		287.38	287.38

Vendor Total: 287.38

	GALL'S	05/11/2018		GENER		
	PO BOX 71828	05/11/2018	20180320	N		113.48
3477	CHICAGO	05/11/2018		N	N	0.00
GALL'S	IL 60694-1628	05/11/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/11/2018	9724848			113.48

GL Number	Account Name	Pay Amount	Relieve Amount
101-05-53120	SUPPLIES-OTHER	38.64	38.64
211-00-53140	SUPPLIES-UNIFORM & LINEN	74.84	74.84
Distribution Total		113.48	113.48

Vendor Total: 113.48

	KATHY MUNCY	05/11/2018		GENER		
	P.O. BOX 1212	05/11/2018		N		25.00
3480	SOCORRO	05/11/2018		N	N	0.00
KATHY MUNC	NM 87801	05/11/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/11/2018	COMM. CENTER REIMB			25.00

GL Number	Account Name	Pay Amount	Relieve Amount
101-00-48150	RENTAL OF PUBLIC FACILITIES	25.00	0.00
Distribution Total		25.00	0.00

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Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date	PO Number	Bank Hold?	Invoice Description Line 2 Invoice Description Line 2	Gross Amount
Vendor No.	State/Province Zip/Postal Email Address	Disc. Date Due Date Inv. Date	Req. No. Disc. % Invoice No.	Sep. Ck.? 1099?	Use Description 1 On Check Hand Check Number/Date	Taxes Withheld Discount Net Amount

Vendor Total: 25.00

3507	KONICA MINOLTA P.O. BOX 41802 PHILADELPHIA PA 19101-1602 <Emailing Stub Disabled>	05/11/2018 05/11/2018 05/11/2018 05/11/2018 05/11/2018	02018048	GENER N N N		430.08 0.00 0.00 430.08
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GL Number	Account Name	Pay Amount	Relieve Amount
101-04-57310	RENT/LEASE-EQUIP AND MACHINE	430.08	0.00
Distribution Total		430.08	0.00

Vendor Total: 430.08

3478	MERCHANTS AUTOMOTIVE GROUP 1278 HOOKSETT ROAD HOOKSETT NH 03103 <Emailing Stub Disabled>	05/11/2018 05/11/2018 05/11/2018 05/11/2018 05/11/2018	02018005	GENER N N N		384.09 0.00 0.00 384.09
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GL Number	Account Name	Pay Amount	Relieve Amount
501-00-57320	RENT/LEASE-VEHICLES	128.03	128.03
502-00-57320	RENT/LEASE-VEHICLES	128.03	128.03
503-00-57320	RENT/LEASE-VEHICLES	128.03	128.03
Distribution Total		384.09	384.09

Vendor Total: 384.09

3479	MES-ARIZONA DEPOSITORY ACCOUNT CHICAGO IL 60675 <Emailing Stub Disabled>	05/11/2018 05/11/2018 05/11/2018 05/11/2018 05/11/2018	20180305	GENER N N Y		2,495.44 0.00 0.00 2,495.44
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GL Number	Account Name	Pay Amount	Relieve Amount
209-00-53140	SUPPLIES-UNIFORM & LINEN	2,495.44	2,445.44
Distribution Total		2,495.44	2,445.44

Vendor Total: 2,495.44

3481	NANCE, PATO & STOUT LLC PO BOX 772 SOCORRO NM 87801-0772 <Emailing Stub Disabled>	05/11/2018 05/11/2018 05/11/2018 05/11/2018 05/11/2018	02018036	GENER N N Y		638.25 0.00 0.00 638.25
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GL Number	Account Name	Pay Amount	Relieve Amount
101-04-58170	LEGAL SERVICES	638.25	638.25
Distribution Total		638.25	638.25

Vendor Total: 638.25

3482	NAPA AUTO PARTS FILE 58893 LOS ANGELES CA 90074-8893 <Emailing Stub Disabled>	05/11/2018 05/11/2018 05/11/2018 05/11/2018 05/11/2018	02018033	GENER N N N		14.58 0.00 0.00 14.58
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GL Number	Account Name	Pay Amount	Relieve Amount
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Village of Magdalena

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount

101-11-83100	SUPPLIES-GROUNDS & ROADS				14.58	0.00
Distribution Total					14.58	0.00

3483	NAPA AUTO PARTS FILE 56893 LOS ANGELES	05/11/2018 05/11/2018 05/11/2018	02018033	GENER N N		233.85 0.00
NAPA AUTO	CA 90074-8893 <Emailing Stub Disabled>	05/11/2018 05/11/2018	0.00 4891-289878	N 0		0.00 233.85

GL Number	Account Name	Pay Amount	Relieve Amount
502-00-55050	REPAIR & MAINT-VEHICLES	233.85	0.00
Distribution Total		233.85	0.00

3484	NAPA AUTO PARTS FILE 56893 LOS ANGELES	05/11/2018 05/11/2018 05/11/2018	02018033	GENER N N		58.26 0.00
NAPA AUTO	CA 90074-8893 <Emailing Stub Disabled>	05/11/2018 05/11/2018	0.00 4891-289867	N 0		0.00 58.26

GL Number	Account Name	Pay Amount	Relieve Amount
502-00-55050	REPAIR & MAINT-VEHICLES	58.26	0.00
Distribution Total		58.26	0.00

3485	NAPA AUTO PARTS FILE 56893 LOS ANGELES	05/11/2018 05/11/2018 05/11/2018	02018033	GENER N N		83.28 0.00
NAPA AUTO	CA 90074-8893 <Emailing Stub Disabled>	05/11/2018 05/11/2018	0.00 4891-289743	N 0		0.00 83.28

GL Number	Account Name	Pay Amount	Relieve Amount
501-00-55050	REPAIR & MAINT-VEHICLES	83.28	83.28
Distribution Total		83.28	83.28

3486	NAPA AUTO PARTS FILE 56893 LOS ANGELES	05/11/2018 05/11/2018 05/11/2018	02018033	GENER N N		157.72 0.00
NAPA AUTO	CA 90074-8893 <Emailing Stub Disabled>	05/11/2018 05/11/2018	0.00 4891-280018	N 0		0.00 157.72

GL Number	Account Name	Pay Amount	Relieve Amount
501-00-55050	REPAIR & MAINT-VEHICLES	48.58	48.58
502-00-55050	REPAIR & MAINT-VEHICLES	111.16	111.16
Distribution Total		157.72	157.72

Vendor Total: 547.89

3487	NATIONAL BUSINESS FURNITURE 770 SOUTH 70TH STREET MILWAUKEE	05/11/2018 05/11/2018 05/11/2018	20180328	GENER N N		1,916.33 0.00
NATIONAL B	WI 53214 <Emailing Stub Disabled>	05/11/2018 05/11/2018	0.00 MK501144-TDQ	N 0		0.00 1,916.33

GL Number	Account Name	Pay Amount	Relieve Amount
101-04-59500	FURNITURE AND FIXTURES	1,916.33	1,916.33
Distribution Total		1,916.33	1,916.33

Vendor Total: 1,916.33

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Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	1099?		
	NM TAXATION & REVENUE	05/11/2018		GENER	
	PO BOX 25128	05/11/2018	02018051	N	91.32
3508	SANTA FE	05/11/2018		N	0.00
NM TAXATIO	NM 87504-5128	05/11/2018	0.00	N	0
	<Emailing Stub Disabled>	05/11/2018	APRIL 2018 WCF		91.32

GL Number	Account Name	Pay Amount	Relieve Amount
501-00-53045	FEES & PERMITS	91.32	91.32
Distribution Total		91.32	91.32

Vendor Total: 91.32

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	1099?		
	O'REILLY AUTO PARTS	05/11/2018		GENER	
	PO BOX 8464	05/11/2018	20180368	N	18.70
3488	SPRINGFIELD	05/11/2018		N	0.00
O'REILLY A	MO 85801-8464	05/11/2018	0.00	N	0
	<Emailing Stub Disabled>	05/11/2018	5081-143990		18.70

GL Number	Account Name	Pay Amount	Relieve Amount
209-00-56060	REPAIR & MAINT-VEHICLES	18.70	18.70
Distribution Total		18.70	18.70

Vendor Total: 18.70

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	1099?		
	PUBLIC SAFETY PSYCHOLOGY GROU	05/11/2018		GENER	
	8341 WASHINGTON STREET NE	05/11/2018		N	376.25
3489	ALBUQUERQUE	05/11/2018		N	0.00
PSPG	NM 87113	05/11/2018	0.00	Y	0
	<Emailing Stub Disabled>	05/11/2018	24143		376.25

GL Number	Account Name	Pay Amount	Relieve Amount
101-05-58180	MEDICAL, PSYCH. DRUG TESTING	376.25	0.00
Distribution Total		376.25	0.00

Vendor Total: 376.25

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	1099?		
	RAK'S BUILDING SUPPLY	05/11/2018		GENER	
	501 OTERO NE	05/11/2018	20180072	N	343.03
3490	SOCORRO	05/11/2018		N	0.00
RAK'S BUIL	NM 87801	05/11/2018	0.00	N	0
	<Emailing Stub Disabled>	05/11/2018	945581		343.03

GL Number	Account Name	Pay Amount	Relieve Amount
101-11-53100	SUPPLIES-GROUNDS & ROADS	343.03	0.00
Distribution Total		343.03	0.00

Vendor Total: 343.03

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	1099?		
	ROUTE 60 TRADING POST	05/11/2018		GENER	
	PO BOX 211	05/11/2018	20180080	N	100.00
3491	MAGDALENA	05/11/2018		N	0.00
ROUTE 60 T	NM 87825	05/11/2018	0.00	N	0
	<Emailing Stub Disabled>	05/11/2018	APRIL 2018		100.00

GL Number	Account Name	Pay Amount	Relieve Amount
214-00-58200	OTHER PROFESSIONAL SERVICES	100.00	100.00
Distribution Total		100.00	100.00

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Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld Discount Net Amount
Vendor No.	State/Province Zip/Postal Email Address	Disc. Date Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	

Vendor Total: 100.00

3492	SEALMASTER PO BOX 27747 ALBUQUERQUE NM 87125 <Emailing Stub Disabled>	05/11/2018 05/11/2018 05/11/2018 05/11/2018	20180361	GENER N N N		495.00 0.00 0.00 495.00
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GL Number	Account Name	Pay Amount	Relieve Amount
101-07-53100	SUPPLIES-GROUNDS & ROADS	495.00	495.00
Distribution Total		495.00	495.00

Vendor Total: 495.00

3493	SIERRA PROPANE PO BOX 975 MAGDALENA NM 87825 <Emailing Stub Disabled>	05/11/2018 05/11/2018 05/11/2018 05/11/2018	02018015	GENER N N N		11.92 0.00 0.00 11.92
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GL Number	Account Name	Pay Amount	Relieve Amount
101-07-53170	UTILITIES-ELECTRIC AND PROPANE	11.92	0.00
Distribution Total		11.92	0.00

3494	SIERRA PROPANE PO BOX 975 MAGDALENA NM 87825 <Emailing Stub Disabled>	05/11/2018 05/11/2018 05/11/2018 05/11/2018	02018015	GENER N N N		7.51 0.00 0.00 7.51
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GL Number	Account Name	Pay Amount	Relieve Amount
101-07-53170	UTILITIES-ELECTRIC AND PROPANE	7.51	0.00
Distribution Total		7.51	0.00

Vendor Total: 19.43

3495	THE CATRON COURIER CIELITO LINDO RANCH QUEMADO NM 87829 <Emailing Stub Disabled>	05/11/2018 05/11/2018 05/11/2018 05/11/2018	20180342	GENER N N N		70.00 0.00 0.00 70.00
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GL Number	Account Name	Pay Amount	Relieve Amount
291-00-52042	FRONTIER FESTIVAL	70.00	70.00
Distribution Total		70.00	70.00

Vendor Total: 70.00

3496	TIRE SHOP PO BOX 482 MAGDALENA NM 87825 <Emailing Stub Disabled>	05/11/2018 05/11/2018 05/11/2018 05/11/2018	20180354	GENER N N Y		15.00 0.00 0.00 15.00
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GL Number	Account Name	Pay Amount	Relieve Amount
101-05-55050	REPAIR & MAINT-VEHICLES	15.00	15.00
Distribution Total		15.00	15.00

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

Vendor Total: 15.00

3497	TP PUMP & PIPE CO, INC	05/11/2018		GENER	
	PO BOX 25144	05/11/2018	20180345	N	332.00
	ALBUQUERQUE	05/11/2018		N	N
	NM 87125	05/11/2018	0.00	N	0
	<Emailing Stub Disabled>	05/11/2018	2343570		332.00

GL Number	Account Name	Pay Amount	Relieve Amount
501-00-53090	SUPPLIES-EQUIPMENT & MACHINERY	332.00	332.00
Distribution Total		332.00	332.00

Vendor Total: 332.00

3498	VERIZON WIRELESS	05/11/2018		GENER	
	PO BOX 060108	05/11/2018	02018016	N	787.81
	DALLAS	05/11/2018		N	N
	TX 75286-0108	05/11/2018	0.00	N	0
	<Emailing Stub Disabled>	05/11/2018	9806103123		787.81

GL Number	Account Name	Pay Amount	Relieve Amount
101-01-53160	TELEPHONE, CELL AND INTERNET	54.97	54.97
101-02-53160	TELEPHONE, CELL AND INTERNET	39.37	39.37
101-04-53160	TELEPHONE, CELL AND INTERNET	85.18	0.00
101-05-53160	TELEPHONE, CELL AND INTERNET	236.37	236.37
209-00-53160	TELEPHONE, CELL AND INTERNET	120.60	120.60
501-00-53160	TELEPHONE, CELL AND INTERNET	82.88	0.00
502-00-53160	TELEPHONE, CELL AND INTERNET	82.88	0.00
503-00-53160	TELEPHONE, CELL AND INTERNET	82.88	0.00
214-00-53160	TELEPHONE, CELL AND INTERNET	82.78	0.00
Distribution Total		787.91	451.31

Vendor Total: 787.91

3502	W.S. DARLEY	05/11/2018		GENER	
	SLOT A-74	05/11/2018	20180333	N	1,158.00
	CHICAGO	05/11/2018		N	N
	IL 60666-0973	05/11/2018	0.00	N	0
	<Emailing Stub Disabled>	05/11/2018	17323205		1,158.00

GL Number	Account Name	Pay Amount	Relieve Amount
209-00-53120	SUPPLIES-OTHER	1,158.00	1,158.00
Distribution Total		1,158.00	1,158.00

3503	W.S. DARLEY	05/11/2018		GENER	
	SLOT A-74	05/11/2018	20180358	N	923.01
	CHICAGO	05/11/2018		N	N
	IL 60666-0973	05/11/2018	0.00	N	0
	<Emailing Stub Disabled>	05/11/2018	17323240		923.01

GL Number	Account Name	Pay Amount	Relieve Amount
500-00-53090	SUPPLIES-EQUIPMENT & MACHINERY	923.01	923.01
Distribution Total		923.01	923.01

3504	W.S. DARLEY	05/11/2018		GENER	
	SLOT A-74	05/11/2018	20180358	N	1,266.88
	CHICAGO	05/11/2018		N	N
	IL 60666-0973	05/11/2018	0.00	N	0
	<Emailing Stub Disabled>	05/11/2018	17323512		1,266.88

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Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				

GL Number	Account Name	Pay Amount	Relieve Amount
500-00-53080	SUPPLIES-EQUIPMENT & MACHINERY	1,268.88	1,151.84
Distribution Total		1,268.88	1,151.84

	W.S. DARLEY	05/11/2018		GENER		
	SLOT A-74	05/11/2018	20180359	N		1,113.39
3505	CHICAGO	05/11/2018		N	N	0.00
W.S. DARLE	IL 60686-0873	05/11/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/11/2018	17323362			1,113.39

GL Number	Account Name	Pay Amount	Relieve Amount
209-00-53080	SUPPLIES-EQUIPMENT & MACHINERY	1,113.39	1,113.39
Distribution Total		1,113.39	1,113.39

Vendor Total: 4,483.28

	WEX BANK	05/11/2018		GENER		
	PO BOX 8293	05/11/2018	02018034	N		2,182.65
3508	CAROL STREAM	05/11/2018		N	N	0.00
WEX BANK	IL 60187-8293	05/11/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/11/2018	54110168			2,182.65

GL Number	Account Name	Pay Amount	Relieve Amount
101-01-53050	FUEL-GASOLINE AND DIESEL	48.04	48.04
101-05-53050	FUEL-GASOLINE AND DIESEL	955.81	0.00
101-07-53050	FUEL-GASOLINE AND DIESEL	83.24	0.00
209-00-53050	FUEL-GASOLINE AND DIESEL	41.89	41.89
501-00-53050	FUEL-GASOLINE AND DIESEL	397.14	0.00
502-00-53050	FUEL-GASOLINE AND DIESEL	440.93	0.00
503-00-53050	FUEL-GASOLINE AND DIESEL	170.20	10.20
500-00-53050	FUEL-GASOLINE AND DIESEL	47.60	0.00
Distribution Total		2,182.65	98.13

Vendor Total: 2,182.65

	WINSTON'S AUTO SERVICE	05/11/2018		GENER		
	PO BOX 767	05/11/2018	02018030	N		86.18
3499	MAGDALENA	05/11/2018		N	N	0.00
WINSTON'S	NM 87825	05/11/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	05/11/2018	571724			86.18

GL Number	Account Name	Pay Amount	Relieve Amount
101-05-55050	REPAIR & MAINT-VEHICLES	86.18	0.00
Distribution Total		86.18	0.00

	WINSTON'S AUTO SERVICE	05/11/2018		GENER		
	PO BOX 767	05/11/2018	02018030	N		3.95
3500	MAGDALENA	05/11/2018		N	N	0.00
WINSTON'S	NM 87825	05/11/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	05/11/2018	571726			3.95

GL Number	Account Name	Pay Amount	Relieve Amount
501-00-53120	SUPPLIES-OTHER	3.95	3.95
Distribution Total		3.95	3.95

Vendor Total: 80.13

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Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date	PO Number	Bank Hold?	Invoice Description Line 2 Invoice Description Line 2	Gross Amount
Vendor No.	State/Province Zip/Postal Email Address	Disc. Date Due Date Inv. Date	Req. No. Disc. % Invoice No.	Sep. Ck.? 1099?	Use Description 1 On Check Hand Check Number/Date	Taxes Withheld Discount Net Amount
	WNM COMMUNICATIONS	05/11/2018		GENER		
	PO BOX 150	05/11/2018	02018027	N		985.98
3501	CLIFF	05/11/2018		N	N	0.00
WNM COMMUN	NM 88038-0150	05/11/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/11/2018	MAY 2018			985.98

GL Number	Account Name	Pay Amount	Relieve Amount
101-02-53160	TELEPHONE, CELL AND INTERNET	197.11	197.11
101-04-53160	TELEPHONE, CELL AND INTERNET	198.62	198.62
101-05-53160	TELEPHONE, CELL AND INTERNET	281.46	281.46
209-00-53160	TELEPHONE, CELL AND INTERNET	136.59	136.59
291-00-53160	TELEPHONE, CELL AND INTERNET	133.40	133.40
501-00-53160	TELEPHONE, CELL AND INTERNET	58.80	58.80
Distribution Total		985.98	985.98

Vendor Total: 985.98

Grand Total: 18,271.24

Less Credit Memos: 0.00

Net Total: 18,271.24

Less Hand Check Total: 0.00

Outstanding Invoice Total: 18,271.24

Total Invoices: 40

Recap by Fund

Fund #	Fund Name	Amount To Pay	Amount To Relieve
101	GENERAL FUND	7,529.37	4,251.91
209	FIRE PROTECTION FUND	5,139.61	5,089.61
211	LEPF-LAW ENFORCEMENT PROTECT	74.84	74.84
214	LODGERS' TAX FUND	162.78	100.00
291	LIBRARY FUND	207.69	207.69
500	AMBULANCE FUND	2,537.23	2,372.59
501	WATER FUND	1,203.96	743.94
502	SOLID WASTE FUND	1,054.65	258.73
503	WASTE WATER (SEWER) FUND	361.11	138.23
Grand Total:		18,271.24	13,237.54