



VILLAGE OF MAGDALENA
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AGENDA

**NOTICE OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
MONDAY, SEPTEMBER 11, 2017
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 – AUGUST 28, 2017

6. APPROVAL OF CASH BALANCE REPORT

7. APPROVAL OF BILLS

8. MAYOR'S REPORT

9. CLERK'S REPORT

a. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF BUDGET ADJUSTMENT RESOLUTION #2018-01

10. DEPARTMENT REPORTS

a. EMS

b. FIRE

c. MARSHAL

d. JUDGE

e. PUBLIC WORKS

f. LIBRARY

11. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF APPOINTMENT OF TRUSTEE TO FILL VACANT POSITION

12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF APPOINTMENT OF MAYOR PRO TEM

13. ABIEL CARRILLO – KSA ENGINEERS

14. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION #2017-23, AUTHORIZING THE SALE OF SOLID WASTE

PUNCH CARDS

- 15. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE VILLAGE OF MAGDALENA AND MOLZEN CORBIN**
- 16. FIRST CONSIDERATION -- DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO PUBLISH ORDINANCE #2017-04, AN ORDINANCE ADOPTING THE NEW MEXICO UNIFORM TRAFFIC ORDINANCE BY REFERENCE**
- 17. PUBLIC INPUT -- 1 TOPIC PER PERSON -- 3 MINUTE LIMIT**
- 18. EXECUTIVE SESSION -- 10-15-1(H)(7), POTENTIAL LITIGATION**
 - a. SETTLEMENT CONCERNING CLAIMED DEBT TO CONTRACTOR STERICYCLE**
- 19. ADJOURNMENT**

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT THE VILLAGE OFFICE, 108 N. MAIN STREET, MAGDALENA, NM 8725. IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WHO IS IN NEED OF A READER, AMPLIFIER, QUALIFIED SIGN LANGUAGE INTERPRETER OR ANY OTHER FORM OF AUXILIARY AID OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE VILLAGE CLERK AT 575-854-2261 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.

**Minutes of the Regular Meeting of the Village of Magdalena
Board of Trustees
Held Monday, August 28, 2017 at 6:00 p.m.**

DRAFT

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

Present: Mayor Richard Rumpf, Lynda Middleton, Donna Dawson, Jose "Artie" Castanon, Stephanie Finch - Clerk/Treasurer, Attorney Kathy Riley

Absent: Tyler Scartaccini - Resigned

Guests: Jim Nelson, Diane Allen, John Larson, Larry Cearley, Mike Daniels, 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 Mrs. Middleton. The motion carried unanimously.

Approval of Minutes: Mrs. Middleton motioned to approve the minutes of the Regular Meeting of August 14, 2017, as presented, seconded by Ms. Dawson. The motion carried unanimously.

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

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

Amazon Credit	\$434.58	Baker Utility	\$129.00
Gall's	171.57	JV Professional	588.24
Konica Minolta	342.07	NM Fire & EMS Expo	150.00
NMML	280.00	NM Rural Water	1,500.00
NM Taxation & Revenue	94.53	Overhead Door Co.	1,705.29
Purchase Power	320.99	Quill	741.91
Rak's Building Supply	13.49	RR Donnelley	767.50
Socorro Electric	4,343.90	Verizon Wireless	480.51

Mayor's Report

Mayor Rumpf stated that he spent three and a half days in

Clovis, NM for the New Mexico Municipal League Annual Conference. He reported that there were good interactions and he made good contacts. Mayor Rumpf stated that there were lots of vendors and 300 to 400 people were in attendance. He stated that he would be attending the upcoming Mayor's Conference and will personally thank Mayor Richard Berry of Albuquerque for the new trash truck that was donated to the Village. He stated that the next Municipal League Annual Conference would be in Roswell.

a. Announcement Of Resignation Of Trustee Scartaccini

At this time, Mayor Rumpf read Mr. Scartaccini's resignation letter giving an explanation as to why he resigned from his position as Village Trustee.

Clerk's Report

Clerk Finch had nothing to report. Mayor Rumpf added that he and Clerk Finch had a meeting with Representative Gail Armstrong.

Discussion & Possible Decision Regarding Approval Of Appointment Of Trustee To Fill Vacant Position

Mayor Rumpf brought the name forward of Mr. Jim Nelson. He recommended that the Board entertain a motion to appoint Mr. Nelson.

Mrs. Middleton motioned to appoint Mr. Nelson. No second was made. Motion failed for the lack of a second.

Discussion & Possible Decision Regarding Approval Of Appointment Of Mayor Pro-Tem

Mayor Rumpf recommended that Mrs. Lynda Middleton be appointed as Mayor Pro-Tem. Mrs. Middleton stated that she would be willing to take the position until a Trustee is chosen to fill the vacant position on the Board.

Mr. Castanon motioned to appoint Mrs. Linda Middleton as Mayor Pro-Tem until a Board member was chosen to fill vacant position, seconded by Ms. Dawson. The motion carried unanimously.

Public Hearing - Discussion & Possible Decision Regarding Approval Of Resolution #2017-22, A Resolution Adopting The 2019-2023 Infrastructure Capital Improvement Plan (ICIP)

Clerk Finch stated that she made the changes that were discussed at the last meeting and listed them in order by priority.

Ms. Dawson motioned to adopt Resolution #2017-22, seconded by Mrs. Middleton.

Mayor Rumpf recommended that Clerk Finch take a roll call vote:
Mrs. Middleton AYE
Ms. Dawson AYE
Mr. Castanon AYE
The motion carried unanimously.

Discussion & Possible Decision Regarding Approval To Post Deputy Marshal Position

Ms. Dawson motioned to post the Deputy Marshal Position, seconded by Mr. Castanon. The motion carried unanimously.

Discussion & Possible Decision Regarding Approval Allowing Mayor To Appoint Temporary Full Time Employee For A Period Of Six Months

Mayor Rumpf stated that another person is needed in the Utility Department to keep the current momentum going because of all the upcoming projects. He stated that it would be a temporary position with no benefits. Mrs. Middleton asked Clerk Finch what the impact would be on the budget. Clerk Finch stated that it would be about \$13,000.00 at \$11.00 per hour. Mrs. Diane Allen stated that she did not understand. Mrs. Middleton read the letter that Mayor Rumpf presented in the packet on his reasons why another person would be needed for a period of six months. Mr. John Larson asked if the position was going to be advertised, Mrs. Middleton stated that the position should be advertised. Mayor Rumpf stated that the position would be posted on the next business day.

Mrs. Middleton motioned to advertise for a temporary Utility Worker for a six-month period, seconded by Ms. Dawson.

Mayor Rumpf recommended that Clerk Finch take a roll call vote:
Mrs. Middleton AYE
Ms. Dawson AYE
Mr. Castanon AYE
The motion carried unanimously.

Public Input - 1 Topic Per Person - 3 Minute Limit

Mrs. Middleton requested that the Utility Department look at the street in front of the Samaritan Center and fix the trip hazards. Ms. Dawson stated that N. Ash Street should also be looked at.

Mr. Castanon asked what the Village is doing with its used bins. Mayor Rumpf stated that the Village is selling them. Clerk Finch stated that the older bins that are missing wheels or lids

are \$10.00 each and the newer ones that are in better shape are \$20.00 each.

Ms. Dawson motioned to adjourn the meeting at 6:21 p.m., seconded by Mr. Castanon. The motion carried unanimously.

Respectfully Submitted,

Stephanie Finch, CPO
Clerk/Treasurer

Richard Rumpf
Mayor

Minutes Taken By:

Carleen B. Gomez, CMC
Deputy Clerk

**VILLAGE OF MAGDALENA
BOARD OF TRUSTEES
BUDGET ADJUSTMENT RESOLUTION NO. 2018-01**

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

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

(List funds and/or items involved) From 101 to 502

1. Transfer \$20,000.00 out of the General Fund (101)
2. Transfer \$20,000.00 into the Solid Waste Fund (502)

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

1. Transfer \$20,000.00 to help cover the cost of new garbage bins that are compatible with new garbage truck
2. Transfer \$20,000.00 to help cover the cost of new garbage bins that are compatible with new garbage truck

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

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

Mayor

Attested:

Clerk/Treasurer

MUNICIPALITY
Village of Magdalena

Fiscal Year 2017-2018 **REQ - DEPT**

DFA APPROVAL DATE	DFA FUND NUMBER	DFA FUND TITLE	Village of Magdalena REQ NUMBER	UNADJUSTED BALANCE @ JULY 1	AUDIT ADJUSTMENTS TO DEBITING CASH BALANCE	INVESTMENTS	EXPANDED REVENUES	RECEIVED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL FUNDING REQUIREMENTS AVAILABLE	ADJUSTED ENDING CASH BALANCE
		GENERAL FUND - Operating (OP)	191	\$302,132	\$0	\$0	\$302,132	\$2,708	\$372,622	\$241,819	\$21,000	\$310,751
		Budget FUND TOTAL	201	\$302,132	\$0	\$0	\$302,132	\$2,708	\$372,622	\$241,819	\$21,000	\$310,751
		ENVIRONMENTAL ORT	202	\$4,330	\$0	\$0	\$4,330	\$0	\$0	\$13,612	\$0	\$13,612
		FUND TOTAL	206	\$4,330	\$0	\$0	\$4,330	\$0	\$0	\$13,612	\$0	\$13,612
		ENHANCED #11	207	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		FIRE PROTECTION FUND	209	\$147,432	\$0	\$0	\$147,432	\$0	\$0	\$29,138	\$0	\$29,138
		FUND TOTAL	211	\$147,432	\$0	\$0	\$147,432	\$0	\$0	\$29,138	\$0	\$29,138

**New Mexico Department of Finance and Administration
Local Government Division
Budget Request Recompilation**

[illegible]

**New Mexico Department of Finance and Administration
Local Government Division
Budget Request Reconciliation**

[illegible]

New Mexico Department of Finance and Administration
Local Government Division
Budget Request Reconciliation

DFA Account NOTE	DFA Fund Number	DFA Fund Title	DFA Fund Number	UNCOMMITTED RESERVING CODE BALANCE DAILY	ALLOT ADJUSTMENTS TO RECOMMEND COUN BALANCES	DEVELOPMENTS	REQUESTED REVENUES	BUDGETED TRANSACTIONS	SUBMITTED EXPENDITURES	REMOVED COUNCIL BALANCE	LOCAL RESERVE TRANSFERS FOR BUDGETING	ADJUSTED COUNCIL CASH BALANCE
		FUND TOTAL		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		Waste Water	903	\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
				\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		FUND TOTAL		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		Airport		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
				\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		FUND TOTAL		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		Amusement		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
				\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		FUND TOTAL		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		Cemetery		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
				\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		FUND TOTAL		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		Parking		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
				\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		FUND TOTAL		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		Gas Fund (901)		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
				\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		FUND TOTAL		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		Other Emergency (other fund number)		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
				\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		FUND TOTAL		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		Other Emergency (other fund number)		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
				\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		FUND TOTAL		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		Other Emergency (other fund number)		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
				\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812
		FUND TOTAL		\$11,812	\$0	\$0	\$11,812	\$11,812	\$11,812	\$11,812	\$0	\$11,812

[illegible]

PREPARED BY:

Name and Title

Internal DPA use:
DCA Resolution number:
Verified by:
Original Resolution attached:

1. This form must accompany the official approved Resolution.
2. Only one (1) Resolution per line (do not skip lines)
3. Enter only roll up BAR adjustment totals in each fund.
4. Do not enter transaction descriptions on this sheet they should be on 5. BAR's with negative cash balances will not be accepted. (if the
5. Enter negative numbers in **()** only.
6. Do not enter positive numbers in **()**.

Magdalena Marshal's Office

Monthly Report	Month: August	Year: 2017
Marshal's		
Total Miles Driven: 4677		
GENERAL CALLS:	AMOUNT	REVENUE
TRAFFIC CITATIONS: Village Ordinances	13	Court/\$593.00
TRAFFIC CITATIONS: State Statutes	12	Court
CRIMINAL CITATIONS	8	Court
ANIMAL CONTROL	5	Closed
TRAFFIC ACCIDENTS	3	Closed
D.W.I. ARRESTS	2	
FELONY ARRESTS	8	Closed
MISDEMEANOR ARRESTS	15	Closed
12 HOUR HOLD ARRESTS		
CRIMINAL INVESTIGATIONS	31	2 Open/ 29 Closed
JUVENILE CASES	1	
DOMESTIC CASES	1	Closed
CRIMINAL DAMAGE / PROPERTY	4	Closed
ASSISTANCE CALLS:		
AMBULANCE/FIRE	10	
PUBLIC SERVICE	31	
NM STATE POLICE	4	
SHERIFF'S OFFICE	3	
NM FISH & GAME	2	
US BORDER PATROL		
FOREST SERVICE	1	
OTHER:		
ALARM CALLS	8	
FINGERPRINTING	2	
DRIVING TESTS	3	
MISCELLANEOUS SERVICE	16	
TOTALS:	183	\$593.00



Magdalena Marshal's Office

Monthly Report	<u>Month: August</u>	<u>Year: 2017</u>
Larry Cearley		
Total Miles Driven: 1474		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	4	Court
TRAFFIC CITATIONS: State Statutes	7	Court
CRIMINAL CITATIONS	6	Court
ANIMAL CONTROL	5	Closed
TRAFFIC ACCIDENTS	1	Closed
D.W.I. ARRESTS		
FELONY ARRESTS	4	Closed
MISDEMEANOR ARRESTS	3	Closed
12 HOUR HOLD ARRESTS		
CRIMINAL INVESTIGATIONS	11	2 Open/9 Closed
JUVENILE CASES		
DOMESTIC CASES	1	Closed
CRIMINAL DAMAGE / PROPERTY	2	Closed
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE	4	
PUBLIC SERVICE	11	
NM STATE POLICE	4	
SHERIFF'S OFFICE	3	
NM FISH & GAME	2	
US BORDER PATROL		
FOREST SERVICE	1	
<u>OTHER:</u>		
ALARM CALLS	4	
FINGERPRINTING	2	
DRIVING TESTS	3	
MISCELLANEOUS SERVICE	9	
<u>TOTALS:</u>	87	0

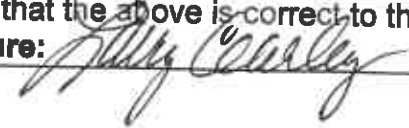


MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
For the month of : August year: 2017

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	34555							01 Chassis Maintenance
2	34555	34804	249	16.3				02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8	34804	34925	121	13				09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12	34925	35024	99	9.3				Invoice No.: _____ Amt.\$ _____
13								Date: _____
14								Invoice No.: _____ Amt.\$ _____
15	35024	35201	177	12.3				Date: _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21	35201	35407	206	15.8				Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23	35407	35523	116	11				Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27	35523	35681	158	11.7				Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29	35681	35882	201	15.3				Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31	35882	36029	147	10.9				
Totals			1474	115.6			0	

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

Magdalena Marshal's Office

<i>Monthly Report</i>	<u>Month: August</u>	<u>Year: 2017</u>
Marshal's Office - W. Melton ID#:Mag-2		
Total Miles Driven:	1,071	
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	2	\$83.00
TRAFFIC CITATIONS: State Statutes	5	
CRIMINAL CITATIONS	2	
ANIMAL CONTROL CITATIONS	0	
TRAFFIC ACCIDENTS	1	
D.W.I. ARRESTS	1	
FELONY ARRESTS	2	
MISDEMEANOR ARRESTS	6	
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS	10	
JUVENILE CASES	1	
DOMESTIC CASES	0	
CRIMINAL DAMAGE / PROPERTY	1	
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE	3	
PUBLIC SERVICE	10	
NM STATE POLICE	0	
SHERIFF'S OFFICE		
NM FISH & GAME	0	
US BORDER PATROL		
US FOREST SERVICE		
<u>OTHER:</u>		
ALARM CALLS	2	
FINGERPRINTING	0	
Driving Tests	0	
Misc. Cases	0	
<u>TOTALS:</u>	46	83

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
For the month of : **August** year: **2017** M-2

License Number: **G97489**
Make and Model: **2016 Silverado**

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

Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2	24393	24492	99	11.8				02 Electrical Maintenance
3	24492	24779	287	18.9				03 Engine Maintenance
4	24779	24915	136	11.8				04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8	24915	25115	200	19.5				09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11	25115	25169	54	8.5				(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								Date _____
14								Invoice No.: _____ Amt.\$ _____
15	25169	25255	86	12.6				Date _____
16								Invoice No.: _____ Amt.\$ _____
17	25255	25413	158	13.6				Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19	25413	25518	105	14.5				Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22	25518	25563	45	6.6				Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			1071	117.8			0	

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

Signature:  Title: Deputy

Magdalena Marshal's Office

Monthly Report	Month: August	Year: 2017
Marshal's Office - M. Apachito ID#:Mag-2		
Total Miles Driven:	2,132	
GENERAL CALLS:	AMOUNT	REVENUE
TRAFFIC CITATIONS: Village Ordinances	7	\$510.00
TRAFFIC CITATIONS: State Statutes	0	
CRIMINAL CITATIONS	0	
ANIMAL CONTROL CITATIONS	0	
TRAFFIC ACCIDENTS	1	
D.W.I. ARRESTS	1	
FELONY ARRESTS	2	
MISDEMEANOR ARRESTS	6	
12 HOUR HOLD ARREST	0	
CRIMINAL INVESTIGATIONS	10	
JUVENILE CASES	0	
DOMESTIC CASES	0	
CRIMINAL DAMAGE / PROPERTY	1	
ASSISTANCE CALLS:		
AMBULANCE/FIRE	3	
PUBLIC SERVICE	10	
NM STATE POLICE	0	
SHERIFF'S OFFICE	0	
NM FISH & GAME	0	
US BORDER PATROL	0	
US FOREST SERVICE	0	
OTHER:		
ALARM CALLS	2	
FINGERPRINTING	0	
Driving Tests	0	
Misc. Cases	7	
TOTALS:	50	510

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
For the month of : august Year: 2017

License Number: _g97490
Make and Model: _2016 Silvorado

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

Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3	26753	26955	202	15.7				03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6	26955	27084	129	11.7				06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10	27084	27263	179	15.3				11 Wash and Wax
11								(Attach Copy of Invoices)
12	27263	27432	169	17.9				Invoice No.: _____ Amt.\$ _____
13								Date: _____
14	27432	27745	313	20				Invoice No.: _____ Amt.\$ _____
15								Date: _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18	27745	27900	155	17				Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20	27900	28095	195	15				Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23	28095	28425	330	21.8				Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26	28425	28615	190	19.2				Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			1862	153.6			0	


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

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
For the month of : August year: 2017 M-2

License Number: G97489
Make and Model: 2016 Silverado

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

Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2	24393	24492	99	11.8				02 Electrical Maintenance
3	24492	24779	287	18.9				03 Engine Maintenance
4	24779	24915	136	11.8				04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8	24915	25115	200	19.5				09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11	25115	25169	54	8.5				(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								Date _____
14								Invoice No.: _____ Amt.\$ _____
15	25169	25255	86	12.6				Date _____
16								Invoice No.: _____ Amt.\$ _____
17	25255	25413	158	13.6				Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19	25413	25518	105	14.5				Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22	25518	25563	45	6.6				Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30	25563	25833	270	20				Invoice No.: _____ Amt.\$ _____
31								
Totals			1341	137.8			0	

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

Librarian's Report

Report for AUGUST 2017

Days open: 22 ie.: 128 hours. 21 (ie. 121 hours.)
Days closed besides Sundays, and Wednesdays.). 0

EVENTS:

8/12/2017 Wilderness Society meeting (6)
8/12/2017 Chuy Martinez on the deck (29)

Library Usage: (previous month in parenthesis)

Number of people visiting Library: 429 (523)

Museum visits: Museum closed.

Books/DVDs checked out: 529 : (221 Books, 308 DVD's) (597: 300 Books 297 DVD's) Total including eBooks. 636 (705).

eBooks/audio books checked out: Total: 107: 86 eBooks, 21 audio (108: 90 eBooks & 18 Audio) Magdalena 15 out of 33 in checkouts in consortium.

New membership cards issued: 4 adults (6: 4 adults 2 children).

Inter Library Loan requests processed: 4 and 10 digital (4) Books

Volunteers: 12 (15) volunteers helped in the library, shelving, moving books etc., Nelda & Russell Baker, Sarah & Anna Cearley, Judyth Shamosh, Gary Etter, Don Phillips, , Fancher Gotesky, Linda Montoya, Annie Danielson, Brian Romkey. Total of 110 hrs. (45 +) hours. Judyth Shamosh alone did 55 hours.

Number of computer users and hours used: 121 (120) people signed in to use computers. 175+- hours used. TLM/Faronics only partial #'s.- Various people using wireless inside and outside as well.

Maintenance:

Y fixed window panes that were falling out on W side.

Respectfully submitted,
Yvonne Magener,
Library Director

Stephanie Finch

From: Richard Rumpf
Sent: Wednesday, August 30, 2017 8:22 AM
To: Stephanie Finch
Subject: FW: Nice to meet you at NMML Conference - Clovis

Hi Steph
Would you put him on the agenda
Thnks zw

From: Ablel Carrillo [mailto:acarrillo@ksaeng.com]
Sent: Tuesday, August 29, 2017 9:49 AM
To: Richard Rumpf <Mayor@villageofmagdalena.com>
Subject: Nice to meet you at NMML Conference - Clovis

Mayor Rumpf,

It was really good to meet you at the NMML Conference In Clovis. We talked for a while at our KSA Engineer's booth, and then again when we sat together at the dinner social at the golf course club house. I appreciate the history you gave me about your time in Magdalena and how progressive your approach has been.

I am planning to visit for the Sept. 11th Council Meeting if that's ok.

I remember you mentioned that I could be placed on the agenda to introduce myself. If that is still an option that doesn't cause a disruption I'd like to take you up on it.

Thanks!

Ablel Carrillo, PE, CFM | Project Manager
KSA | www.ksaeng.com
Main: 505.503.4825 | Mobile: 505.366.4743
Fax: 1-888-224-9418 (Toll Free)
acarrillo@ksaeng.com

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**VILLAGE OF MAGDALENA
BOARD OF VILLAGE TRUSTEES
RESOLUTION № 2017-23**

AUTHORIZING THE SALE OF SOLID WASTE PUNCH CARDS

RECITALS

WHEREAS, pursuant to NMSA 1978 Section 3-12-2 the powers of a municipality as a body politic and corporate shall be exercised by the governing body of the municipality; and,

WHEREAS, NMSA 1978, Section 3-12-3(A)(3) provides that the governing body shall have power at any session to manage and control the finances and all property, real and personal, belonging to the municipality; and,

WHEREAS, Section 3-17-1 et seq. NMSA 1978 provides that municipalities may adopt those resolutions and ordinances, not inconsistent with the laws of New Mexico for the purpose of effecting or discharging the powers and duties conferred by law upon the municipality; and,

WHEREAS, the Village of Magdalena and the County of Socorro have entered into a Memorandum of Understanding regarding The Operation of the Village Solid Waste Transfer Station/Collection Center whereby it was established that Village residents are to utilize County "punch cards" to fund the disposal of waste at the Collection Center; and,

WHEREAS, the Board of Trustees of the Village of Magdalena has determined that it is in the best interest and convenience of Village residents to offer punch cards for sale at Village Hall.

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees that the following procedures are adopted for the sale of County punch cards at Village Hall.

SECTION I. CREATION OF FUNDS.

A. Two cash accounts will be created within the Agency Fund.

- i. The first will be a liability account to hold the County's share of the punch card revenue, which is currently \$45.00 per card.
- ii. The second will be a liability account to hold the Village's Punch Card Fee, a convenience fee in the amount of \$5.00 per card.

B. A revenue account for Convenience Fees will be created in the General Fund.

SECTION II. PROCEDURE.

A. Payment to the County

- i. The Village will submit a monthly check to the County for the base price of all punch cards sold.
- ii. Along with the monthly check, the Village will include a report including the name of the purchaser, the date of purchase, the punch card number, and method of payment.

B. Payment to the Village

- i. At the same time the County is paid, the Village will transfer the convenience fees collected that month from the Agency Fund created for that purpose to the General Fund.

PASSED, APPROVED and ADOPTED by the Village of Magdalena Board of Trustees on September 11, 2017.

Approved:

Richard Rumpf, Mayor

Attested:

Stephanie Finch, Clerk/Treasurer

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this _____ day of _____ 20__ by and between Village of Magdalena, New Mexico hereinafter referred to as the OWNER, and Molzen-Corbin & Associates, Inc. hereinafter referred to as the ENGINEER. Contract becomes effective on the date of the last signature.

The OWNER intends to prepare a Sewer Collection System Preliminary Engineering Report (PER). The PER will evaluate the condition of the Village's existing sewer collection system and identify deficiencies and needed improvements.

This project will be located in Socorro County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

CONTENTS

SECTION A - GENERAL PROVISIONS

1. General
2. Approvals
3. Responsibilities of the ENGINEER
4. Responsibilities of the OWNER
5. Changes
6. Termination of Contract
7. Payment
8. Time
9. Project Design
10. Audits and Access to Records
11. Subcontracts
12. Insurance
13. Environmental Conditions of Site
14. Mutual Waiver
15. Independent Contractor
16. Equal Employment Opportunity
17. Gratuities
18. Covenants Against Contingent Fees
19. Cost and Pricing Data on Federally
Funded Projects
20. Remedies
21. Assurance Against Debarment

SECTION B - ENGINEERING SERVICES

Engineer Services During the Planning Phase
Engineering Services During the Design Phase
Engineering Services During the Construction Phase
Engineering Services During the Operation Phase

SECTION C - ADDITIONAL ENGINEERING SERVICES

SECTION D - SPECIAL PROVISIONS OR MODIFICATIONS

ATTACHMENTS

Attachment I - Planning Services scope of work, cost proposal and compensation for
Engineering Services during the Planning Phase
Attachment II - Design Services Scope of Work, cost proposal and compensation for
Engineering Services during the Design Phase
Attachment III - Construction Services Scope of Work, cost proposal and compensation for
Engineering Services during the Construction Phase
Attachment IV - Operational Services scope of work, cost proposal and compensation for
Engineering Services during the Operation Phase

SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provisions of this Agreement or any subsequent addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) OWNER and ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements, and obligations of the Agreement. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may be become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the Funding Agency, as necessary, for funding to be provided.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, representatives of the Funding Agency, or other interested parties and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is for administrative purposes only and does not relieve the ENGINEER or OWNER of their

responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER, or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER, nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) ENGINEER'S opinions of probable Construction Cost are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER. Any verification or adaptation as stated above, will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5. Changes

(a) The OWNER may, at any time, with prior approval of the Funding Agency, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

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

(h) This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed in the Attachments.

(b) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If OWNER contests an invoice, OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(c) Final Payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(d) If OWNER fails to make any payment due ENGINEER within forty-five (45) calendar days after OWNER's receipt of ENGINEER's invoice, the amount due ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. The OWNER is solely responsible for the payment of any interest incurred due to late payments. The FUNDING AGENCY will not reimburse for any interest incurred. In addition, after ten (10) calendar days prior written notice, the ENGINEER may suspend services under this Agreement until ENGINEER is paid in full. OWNER waives any and all claims against ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. Time limits stated in this Agreement are of the essence. By executing the Agreement, ENGINEER confirms that the Contract Time(s) is (are) reasonable periods for performing each phase of the Work.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated schedule regardless of the reason.
4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or neglect of the OWNER, changes in the Work as directed by the OWNER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended by OWNER per Section 5 of this Agreement. Extensions of time not associated with modifications or change to the Work shall not be allowed to increase the Contract

amount for overhead or for any other reason and shall strictly apply toward liquidated damages.

5. The ENGINEER shall promptly notify OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will ensure completion within the Contract Time. It is expressly understood and agreed, by and between ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. ENGINEER agrees to promptly notify OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the ATTACHMENT, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly progress payments due to the ENGINEER or from other monies being withheld from the ENGINEER when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of Liquidated Damages shall be determined at completion and the ENGINEER shall be liable for any Liquidated Damages over and above unpaid balances held by the OWNER.
4. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER amount specified in the ATTACHMENT (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the

financial information and data used by the ENGINEER in the preparation of support of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, OWNER, and the State water pollution control agency or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to all agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency (ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to all agreements (except formally advertised, competitively awarded, fixed price agreements) and all agreement amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER and the FUNDING AGENCY must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due ENGINEER and detailed in the Attachments without the OWNER AND FUNDING AGENCY prior written approval.

12. Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount specified in ATTACHMENT for injury to any one person and amount specified in ATTACHMENT on account of any one accident and in the amount specified in ATTACHMENT for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount specified in ATTACHMENT per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

13. Environmental Condition of Site

(a) Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

(c) If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental

Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

Engineer will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by Engineer's performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the FUNDING AGENCY in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) assure that cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER assures that neither it nor any of its subcontractors are suspended or debarred by EPA or USDA-RD.

SECTION B – ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

Engineering Services During the Planning Phase

1. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT I – Planning Services scope of work and cost proposal within the time specified in Attachment I – Compensation for Engineering Services During the Planning Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

Engineering Services During the Design Phase

2. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT II – Design Services scope of work and cost proposal and section B-2 through B-10 described herein within the time specified in Attachment II – Compensation for Engineering Services During the Design Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

3. The ENGINEER shall perform the necessary design surveys, accomplish the detailed design of the Project, prepare contract documents including design drawings, specifications and invitations for bids, and prepare a final opinion of probable Project costs based on the final design of the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish coordination of said explorations as an Additional Engineering Service, and the costs incident to such explorations, no matter whether they are performed by the ENGINEER or by others shall be paid for by the OWNER as indicated in Section C and set out in Attachment II.
4. The ENGINEER shall review the Engineering Report prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER, Funding Agency or delegated State as appropriate, shall revise design criteria, design standards, treatment process sizing and other appropriate preliminary design information included in the Plan or other preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.
5. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER. However, this shall not be construed as a guarantee that the ENGINEER can cause a permit or permit condition to be granted or further the OWNER's goals.
6. The Contract Documents furnished by the ENGINEER under Section B-4 shall utilize Funding Agency endorsed construction contract documents, as appropriate.
7. Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract to be awarded by the OWNER, the number of copies specified in Attachment II of the detailed design drawings, specifications, and contract documents for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The ENGINEER shall provide additional copies of the above specified documents to the OWNER at the cost of reproduction. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the ENGINEER, but this shall in no way infringe upon the OWNER's rights to such items under Section A-6(e).
8. The ENGINEER shall establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work and show their location in the Contract Documents. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work. The ENGINEER is not obligated to set construction grade stakes for the construction of the Project.
9. The ENGINEER shall prepare and furnish to the OWNER three (3) copies of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be acquired. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.
10. The ENGINEER shall, prior to completion of ninety (90) percent of the Design Phase service, prepare and furnish to the OWNER an estimate for total compensation to be paid to

the ENGINEER for providing the services to be performed in the Construction Phase and Operation Phase.

11. Section B-2 through B-10 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Attachment II will take effect upon execution of Attachment II.

Engineering Services During the Construction Phase

12. ENGINEER shall complete the ENGINEER SERVICES described in ATTACHMENT III – Construction Services scope of work and cost proposal and section B-12 through B-23 described herein, within the time specified in Attachment III – Compensation for Engineering Services During the Construction Phase from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
13. The ENGINEER shall attend the bid opening and tabulate the bid proposals, analyze the responsiveness of the bidders, check references, and make recommendations for awarding the contract(s) for construction to the lowest responsible, responsive bidder.
14. Upon award of each construction contract, the ENGINEER shall furnish to the OWNER, for each contract, the number specified in Attachment III of the sets of the design drawings, specifications and contract documents for execution by the OWNER and contractor. The ENGINEER shall provide additional copies of such contract documents to the OWNER at the cost of reproduction.
15. The ENGINEER shall review and approve, for conformance with the design concept all shop drawings and other submittals required by the Contract Documents to be furnished by contractors.
16. The ENGINEER shall interpret the general intent of the design drawings and specifications to endeavor to protect the OWNER against defects and deficiencies in construction on the part of the contractors.
17. The ENGINEER shall provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractors are conforming to the general design concept. Engineer shall, in connection with observations of Contractor's Work while it is in progress make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
18. The ENGINEER's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the Contract Documents and in a workmanlike

manner; nor shall it make the ENGINEER an insurer of the contractor's performance. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

19. The ENGINEER shall review each contractor's applications for progress and final payments and submit sufficient copies of same to the OWNER with the ENGINEER's recommendation for approval or disapproval.
20. The ENGINEER shall prepare necessary contract change orders for approval of the OWNER, the Funding Agency and others as required. The ENGINEER shall make an independent assessment of the Contractor's cost and time proposal and the impacts on the Contract Price and Contract Time as part of the review and recommendation process for each change order.
21. The ENGINEER shall make a site visit prior to issuing the certificate of substantial completion of all construction and submit a written report to the OWNER, the Funding Agency and others as required.
22. Prior to submission of recommendation for final payment on each contract, the ENGINEER shall submit a certificate of substantial completion of work done under that contract to the OWNER, the Funding Agency and others as required.
23. The ENGINEER shall provide the OWNER with record drawings as specified in the scope of work for Attachment III. Such drawings will be based upon the Resident Project Representative's construction data and the construction records provided by the contractor during construction and reviewed by the Resident Project Representative.
24. Section B-12 through B-23 and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Attachment III will take effect upon execution of Attachment III.

Engineering Services During the Operation Phase

25. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT IV – Operational Services scope of work and cost proposal and section B-25 through B-29 within the time specified in Attachment IV – Compensation for Engineering Services During the Operation Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
26. The ENGINEER shall review the first year's operation of the Project and revise the operation and maintenance manual for the Project as necessary to accommodate actual operating experience.
27. The ENGINEER shall provide to the OWNER monthly operation reports on the performance of the Project.
28. The ENGINEER shall train operating personnel and prepare curricula and training material for operating personnel.

29. Eleven (11) months after the initiation of the Project operation, the ENGINEER shall advise the OWNER in writing whether the Project meets the project performance standards.
30. Section B-25 through B-29 and those ADDITIONAL ENGINEERING SERVICES designated for the Operation Phase in Attachment IV will take effect upon execution of Attachment IV.

SECTION C – ADDITIONAL ENGINEERING SERVICES

ADDITIONAL ENGINEERING SERVICES as detailed in the Attachments shall be provided by the ENGINEER upon written authorization by the OWNER and concurrence of Funding Agency. Compensation for performing the designated **ADDITIONAL ENGINEERING SERVICES** will be included on Attachment I, Attachment II, Attachment III, or Attachment IV. **ADDITIONAL ENGINEERING SERVICES** could include such things as the following.

1. **Provide Resident Project Observation.** The ENGINEER shall, prior to the preconstruction conference, submit a resume of the Resident Project Representative's qualifications, anticipated duties and responsibilities for approval by the OWNER and the Funding Agency. Resident observation includes checking lines and grades, keeping records of full measurements and the contractor's activities, passing information between the ENGINEER and contractor, reviewing of contractor's request for progress payments, inspection of completed work for compliance with Contract Documents and keeping of a daily diary per Funding Agency requirements. Performance of this service will not guarantee the contractor's performance, but it endeavors to protect the OWNER against defects and deficiencies in the Project and verify compliance with the contract Documents. Period of service for calculating compensation will be as specified in the Attachments.
2. **Prepare site, boundary, and topographic surveys for treatment works, dams, reservoirs, and other similar special surveys as may be required.**
3. **Conduct laboratory tests, well tests, borings, and specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.**
4. **Prepare property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assist in negotiating for land and easement rights.**
5. **Appear before courts or boards on matters of litigation related to the project.**
6. **Assist OWNER with developing a user charge system. Design a user charge system to produce adequate revenues required for the operation, maintenance and replacement of the Project that meets applicable EPA or other requirements.**
7. **Prepare an operation and maintenance manual.**
8. **Provide construction-staking services.**
9. **Prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.**

10. Provide services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards or orders enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
11. Provide services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Attachment I.
12. Prepare for, coordinate with, participate in and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes.
13. Provide services in connection with Work Change Directives and Change Orders to reflect OWNER-requested changes to the Drawings and Specifications.
14. Provide services in making revisions to Drawings and Specifications occasioned by the OWNER's acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution.
15. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected or delayed work by Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, or (5) default by Contractor.

**SECTION D – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD
LANGUAGE IN THIS AGREEMENT**

(Describe, attach or indicate "None")

Planning Grant Funds from NMFA

For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the Engineer will only be able to submit one invoice at the end of the project upon approval of the planning document.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below. The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section D.

ATTEST: _____
Type Name Stephanie Finch
Title Village Clerk
Date _____

OWNER: Village of Magdalena
By _____
Type Name Richard Rumpf
Title Mayor
Date _____

ATTEST: _____
Type Name Robert P. Robeda
Title Chief Administrative Officer
Date _____

ENGINEER: Molzen-Corbin & Assoc., Inc.
By _____
Type Name Adelmo E. Archuleta, P.E.
Title President & Owner
Address 2701 Miles Road, SE
Albuquerque, NM 87106
Date _____

REVIEWED: FUNDING AGENCY
NAME: _____
By _____
Type Name _____
Date _____

ATTACHMENTS

Please check the appropriate box and include applicable attachments

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the ____ day of _____, 20____ by and between the Village of Magdalena, the OWNER, and Molzen-Corbin & Associates, Inc., the ENGINEER, the OWNER and ENGINEER agree this ____ day of _____, 20____ that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in
- ☒ **ATTACHMENT I** – Planning Services scope of work, cost proposal and compensation for Engineering Services During the Planning Phase
- ☐ **ATTACHMENT II** – Design Services scope of work, cost proposal and compensation for Engineering Services During the Design Phase
- ☐ **ATTACHMENT III** - Construction Services scope of work, cost proposal and compensation for Engineering Services During the Construction Phase
- ☐ **ATTACHMENT IV** - Operational Services scope of work, cost proposal and compensation for Engineering Services During the Operation Phase
2. Compensation for ENGINEERING SERVICES shall be by the
- ☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate ATTACHMENTS shall not exceed \$51,000.00, excluding gross receipt tax and reimbursables.
- ☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ENGINEERING SERVICES as described in the appropriate ATTACHMENTS shall not exceed \$_____ without prior written approval of the OWNER, with Funding Agency concurrence.
3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the ENGINEER upon written authorization from the OWNER and concurrence of the Funding Agency), shall be by the
- ☐ **LUMP SUM** method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate ATTACHMENT shall not exceed \$_____, excluding gross receipt tax and reimbursables.
- ☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ADDITIONAL ENGINEERING SERVICES as described in the appropriate ATTACHMENT shall not exceed \$_____ without prior written approval of the OWNER and with Funding Agency concurrence.
4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5. Contract Time under Section B. and for the purpose of Section A.8 shall be _____ calendar days (or as specified in the Attachments).
5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER Fifty and 00/100 dollars (\$ 50.00) (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement

(See attached project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

6. The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000.00 for injury to any one person and \$1,000,000.00 on account of any one accident and in the amount of not less than \$1,000,000.00 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate ATTACHMENTS. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Reimbursable expenses shall not exceed the estimate in the ATTACHMENT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be: Lump sum final invoice: payment may be requested after the PER is approved.

The rest of the page is intentionally left blank

9. Signatures

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

ATTEST: _____
Type Name Stephanie Finch
Title Village Clerk
Date _____

OWNER: Village of Magdalena
By _____
Type Name Richard Rumpf
Title Mayor
Date _____

ATTEST: _____
Type Name Robert P. Robeda
Title Chief Administrative Officer
Date _____

ENGINEER: Molzen-Corbin & Assoc., Inc.
By _____
Type Name Adelmo E. Archuleta, P.E.
Title President & Owner
Address 2701 Miles Road, SE
Albuquerque, NM 87106
Date _____

REVIEWED: FUNDING AGENCY
NAME: _____
By _____
Type Name _____
Date _____

Attachment I

Agreement for Engineering Services

Planning Services scope of work, cost proposal and compensation for Engineering Services during the Planning Phase

**FUNDING:
NMFA Project No. 3769-PG
Village Funding**

A. Scope

The Village of Magdalena has been awarded a New Mexico Finance Authority planning grant for preparation of a Preliminary Engineering Report (PER). The PER will evaluate the condition of the Village's sewer collection system and identify deficiencies and needed improvements.

In a preliminary scoping meeting, Village Staff indicated pipe replacement was a high priority because broken lines have caused difficulty in de-clogging sewers. They also pointed out two areas where sewer is not available (the rodeo grounds and along 10th Street). They would like to explore the option of extending sewer to these areas. These improvements will be discussed along with any others that arise out of the system evaluation.

This report will be organized to satisfy content requirements of the USDA's Rural Utilities Service (RUS) guidelines so that the Village may use the document to obtain funding. The PER document will have a 20-year planning period, but is only anticipated to have a useful life of about five years due to funding agency updating requirements.

Recognizing the Village has limited revenues with which to repair and improve its system, the PER will tailor "project alternatives" to meet the Village's needs and prioritize them in a selection process. The alternative analysis will consider cost components and non-monetary factors in determining which project(s) should be pursued first. The PER will outline the design parameters for proposed projects in a five-year implementation program. Other recommended improvements will be summarized to facilitate PER updates beyond the life of the document.

B. Cost Proposal

The Village of Magdalena Sewer Collection System PER shall be prepared for a Lump Sum amount of \$51,000.00, excluding New Mexico Gross Receipts Tax (NMGRT).

The Village received grant funding for up to 75 percent of the PER cost, not to exceed \$37,500.00. The Village is responsible for paying the remaining cost of the work.

A list of tasks and a manhour estimate are attached.

C. Schedule of Time to Complete the Work

The Village was awarded funding on July 27, 2017 with several deadlines. If followed, the proposed schedule will result in completion of the work ahead of the NMFA grant requirements, which stipulate the PER be submitted to NMED for review by July 27, 2018, approved by October 27, 2018, and the project be closed by January 27, 2019.

PROPOSED SCHEDULE

Task	Approximate Date	Notes
Notice To Proceed	September 2017	Requires approval by Village Council; present on September 11, 2017 agenda
Submit Draft	March 2018	180 days
Owner/NMED Review Due	May 2018	60 days
Public Meeting	May 2018	Following receipt of Owner/NMED comments
Submit Final	August 2018	90 days

Coordinate Field Reconnaissance with Village		6.00	8.00	14.00			0.00
Field Work (manhole inspections)		12.00	12.00	24.00			0.00
Section 1 - Project Planning	1.00			1.00	4.00		4.00
a) Location		1.00		1.00			0.00
b) Environmental Resources Present		2.00	4.00	6.00			0.00
c) Population Trends		1.00	2.00	3.00			0.00
d) Community Engagement		1.00	2.00	3.00			0.00
Section 2 - Existing Facilities	1.00			1.00	4.00		4.00
a) Location Map		1.00		1.00			0.00
b) History		3.00		3.00			0.00
c) Condition of Existing Facilities		6.00	10.00	16.00			0.00
d) Financial Status of Existing Facilities		4.00	6.00	10.00			0.00
e) Water/Energy/Waste Audits		1.00		1.00			0.00
Section 3 - Need for Project	1.00			1.00	4.00		4.00
a) Health, Sanitation, and Security		2.00	3.00	5.00			0.00
b) Aging Infrastructure		4.00	6.00	10.00			0.00
c) Reasonable Growth		2.00	3.00	5.00			0.00
Section 4 - Alternatives Considered (Pipe replacement, extensions along 10th St., to Rodeo Grounds)	2.00			2.00	6.00		6.00
a) Description		4.00	8.00	12.00			0.00
b) Design Criteria		4.00	8.00	12.00			0.00
c) Maps / Figures of proposed improvements		3.00	12.00	15.00			0.00
d) Environmental Impact		2.00	6.00	8.00			0.00
e) Land Requirements and Permitting		4.00	8.00	12.00			0.00
f) Potential Construction Problems		2.00	6.00	8.00			0.00
g) Sustainability Considerations		4.00	8.00	12.00			0.00
h) Cost Estimates		6.00	24.00	30.00			0.00
Section 5 - Selection of Alternative (Prioritization of Alternatives)	1.00			1.00	4.00		4.00
a) Life Cycle Cost Analysis		2.00	4.00	6.00			0.00
b) Non-Monetary Factors		4.00	8.00	12.00			0.00
Section 6 - Proposed Project (5-year Improvement Plan)	1.00			1.00	4.00		4.00
a) Preliminary Project Design		4.00	8.00	12.00			0.00
b) Project Schedule		2.00	4.00	6.00			0.00
c) Permit Requirements		2.00	4.00	6.00			0.00
d) Sustainability Considerations		2.00	4.00	6.00			0.00
e) Total Project Cost Estimate		4.00	8.00	12.00			0.00
f) Annual Operating Budget		4.00	2.00	6.00			0.00
Section 7 - Conclusions and Recommendations	1.00	2.00	4.00	7.00	4.00		4.00
Prepare and Submit Draft PER to Owner and NMED		3.00	2.00	5.00	2.00		2.00
Public Presentation / Meeting	4.00	8.00	12.00	24.00			0.00
Address Owner, NMED, Public Comments	1.00	4.00	8.00	13.00	4.00		4.00
Prepare and Submit Final PER to Owner and NMED		3.00	2.00	5.00	2.00		2.00
Project Management		20.00		20.00			0.00
Quality Assurance	8.00			8.00			0.00
Subtotal Hours Pre-Design/Study/Programming	28.00	153.00	226.00	407.00	4.00	34.00	38.00
Subtotal Fees Pre-Design/Study/Programming	\$5,740.00	\$19,890.00	\$21,470.00	\$47,100.00	\$220.00	\$3,060.00	\$3,280.00
Total Labor Hours	28.00	153.00	226.00	407.00	4.00	34.00	38.00
Standard Billing Rate or Fee	\$205.00	\$130.00	\$95.00		\$55.00	\$90.00	
Fee Dollars	\$5,740.00	\$19,890.00	\$21,470.00	\$47,100.00	\$220.00	\$3,060.00	\$3,280.00

CONTRACT AMOUNT
Sewer Collection System PER
Village of Magdalena

082417.MAG.SewerPER.xlsm, Calc Contract Amt

MOLZENCORBIN

Scout Mendenhall

COST CALCULATED
CONTRACT AMOUNT

BASIC FEE (Labor)				
SUBTOTAL LABOR				\$50,980.00
OTHER DIRECT EXPENSES (ODE'S)				
		Quantity		
In-House Copies	\$0.11	800.00	\$88.00	
In-House Color Copies (8 1/2 x 11)	\$1.00	50.00	\$50.00	
In-House Large Format Plots	\$3.00	10.00	\$30.00	
Mileage	\$0.535	850.00	\$454.75	
Postage			\$19.25	
SUBTOTAL OTHER DIRECT EXPENSES				\$620.00
TOTAL BASIC FEE				\$51,000.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$51,000.00
NMGRT				\$3,825.00
TOTAL				\$54,825.00

7.5000%

**VILLAGE OF MAGDALENA
ORDINANCE 2017-04**

**AN ORDINANCE ADOPTING THE NEW MEXICO UNIFORM TRAFFIC
ORDINANCE BY REFERENCE**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF
MAGDALENA, NEW MEXICO.**

SECTION 1. ADOPTION BY REFERENCE

The New Mexico Uniform Traffic Ordinance, and 2017 amendments, is herewith adopted by reference, pursuant to Section 3-17-6 NMSA 1978.

SECTION 2. EFFECTIVE DATE

This ordinance shall take effect on the 1st day of October 2017

PASSED, APPROVED AND ADOPTED THIS 25th day of September 2017

Richard Rumpf, Mayor

ATTEST:

Stephanie Finch, Clerk/Treasurer

**New Mexico
Uniform Traffic Ordinance
2010 Compilation**

**THIS DOCUMENT CONTAINS ALL REVISIONS
THROUGH JULY, 2017**

New Mexico Municipal League
P.O. Box 846
Santa Fe, New Mexico 87504
(505) 982-5573 or 1-800-432-2036
www.nmml.org

PREFACE TO 2010 COMPILATION
NEW MEXICO UNIFORM TRAFFIC ORDINANCE

This Uniform Traffic Ordinance consists of the 2010 Compilation, which replaces the 2004 Compilation, and amendments through July, 2017. The citations in parentheses are to the 1978 New Mexico Statutes Annotated (or as amended since 1979). These citations at the end of a paragraph indicate comparable provisions in the State law. The exact language in the State Motor Vehicle Code has been used in the Ordinance wherever possible. An asterisk (*) at the end of a paragraph indicates that there are no comparable provisions in the State Code. A reference includes any unreferenced paragraphs that precede it.

The 2010 Compilation has a new page numbering system. Each Article is numbered individually with the Article number first. Consequently, the previous Compilation will not necessarily match the 2010 Compilation's page numbers. The 2010 Compilation contains all amendments since July, 2004 enacted by the Legislature through July, 2017 with the 2017 changes.

ARTICLE I

DEFINITIONS

12-1-1	Definition of Words and Phrases
12-1-2	Abandoned Vehicle
12-1-2.1	Access Aisle
12-1-3	Administrator
12-1-4	Alley
12-1-5	Authorized Emergency Vehicle
12-1-5.1	Autocycles
12-1-6	Bicycle
12-1-7	Bus
12-1-8	Business District
12-1-9	Cancellation
12-1-10	Combination
12-1-10.1	Commercial Motor Vehicle
12-1-11	Controlled Access Street
12-1-12	Converter Gear
12-1-13	Crosswalk
12-1-14	Curb Loading Zone
12-1-15	Daytime
12-1-16	Dealer
12-1-17	Director
12-1-18	Divided Street
12-1-19	Division
12-1-20	Driveaway-Towaway Operation
12-1-21	Driver
12-1-22	Driver's License
12-1-23	Explosives
12-1-24	Farm Tractor
12-1-25	First Offenders
12-1-26	Flammable Liquid
12-1-27	Freight Curb Loading Zone
12-1-28	House Trailer
12-1-29	Implement of Husbandry
12-1-30	Intersection
12-1-31	Interstate Highway
12-1-32	Laned Roadway
12-1-33	License or License to Operate a Motor Vehicle
12-1-34	Metal Tire
12-1-35	Mobile Home
12-1-36	Moped
12-1-37	Motorcycle
12-1-38	Motor Driven Cycle
12-1-39	Motor Scooter
12-1-40	Motor Vehicle
12-1-41	Nighttime
12-1-42	Nonresident

12-1-43	Official Time Standard
12-1-44	Official Traffic-Control Devices
12-1-45	Operator
12-1-46	Owner
12-1-47	Park or Parking
12-1-48	Passenger Curb Loading Zone
12-1-49	Pedestrian
12-1-50	Person
12-1-51	Pole Trailer
12-1-52	Police or Peace Officer
12-1-53	Private Road or Driveway
12-1-54	Public Holidays
12-1-55	Railroad
12-1-56	Railroad Sign or Signal
12-1-57	Railroad Train
12-1-58	Recreational Vehicle
12-1-59	Registration Number
12-1-60	Registration Plate
12-1-61	Residence District
12-1-62	Revocation
12-1-63	Right of Way
12-1-64	Road Tractor
12-1-65	Roadway
12-1-66	Safety Zone
12-1-67	School Bus
12-1-68	Semitrailer
12-1-69	Sidewalk
12-1-70	Solid Tire
12-1-71	Stand or Standing
12-1-72	State
12-1-73	State Highway
12-1-74	Stop
12-1-75	Stop, Stopping or Standing
12-1-76	Street or Highway
12-1-77	Subsequent Offender
12-1-78	Suspension
12-1-79	Taxicab
12-1-80	Through Street
12-1-81	Traffic
12-1-82	Traffic-Control Signal
12-1-83	Trailer
12-1-84	Trial Court
12-1-84.1	Tribe
12-1-85	Truck
12-1-86	Truck Tractor
12-1-87	Validating Sticker
12-1-88	Vehicle

12-1-89 Any Other Term

12-1-1 DEFINITION OF WORDS AND PHRASES.

A. The following words and phrases when used in this ordinance shall, for the purpose of this ordinance, have the meanings respectively ascribed to them in Sections 12-1-1 through 12-1-89. (*)

B. When in a specific section of this ordinance a different meaning is given for a term defined for general purposes in this section, the specific section's meaning and application of the term shall control. (66-1-4 NMSA 1978)

12-1-2 ABANDONED VEHICLE. "Abandoned Vehicle" means a vehicle or motor vehicle which has been determined by a New Mexico law enforcement agency:

- (1) to have been left unattended on either public or private property for at least thirty days;
- (2) not to have been reported stolen;
- (3) not to have been claimed by any person asserting ownership; and
- (4) not to have shown by normal record checking procedures to be owned by any person. (66-1-4.1 NMSA 1978)

12-1-2.1 ACCESS AISLE. "Access Aisle" means a space designed to allow a person with a significant mobility limitation to safely exit and enter a motor vehicle that is immediately adjacent to a designated parking space for persons with significant mobility limitations and that may be common to two such parking spaces of at least sixty inches in width or, if the parking space is designed for van accessibility, ninety-six inches in width, and clearly marked and maintained with blue striping, and after January 1, 2011 the words "NO PARKING" in capital letters, each of which shall be at least one foot high and at least two inches wide, placed at the rear of the access aisle so as to be close to where an adjacent vehicle's rear tires would be placed (66-1-4.1 NMSA 1978).

12-1-3 ADMINISTRATOR. "Administrator" means the chief executive employee of the municipality; including but not limited to the manager, clerk or administrator, or his designated representative. (*)

12-1-4 ALLEY. "Alley" means a street intended to provide access to the rear or side of lots or buildings in urban districts and not intended for the purpose of through vehicular traffic. (*)

12-1-5 AUTHORIZED EMERGENCY VEHICLE. "Authorized Emergency Vehicle" means any vehicle of the fire department, police vehicles, ambulances and such emergency vehicles of municipal departments or public service corporations as are

designated or authorized by the chief of the New Mexico state police or the administrator. (66-1-4.1 NMSA 1978)

12-1-5.1 AUTOCYCLE. "Autocycle" means a three-wheeled motorcycle on which the driver and all passengers ride in a completely or partially enclosed, seating area and is manufactured to comply with all applicable federal standards, regulations and laws and is equipped with:

- (1) non-straddle seating;
- (2) rollover protection;
- (3) safety belts for all occupants;
- (4) antilock brakes;
- (5) a steering wheel; and
- (6) pedals. (66-1-4.1 NMSA 1978)

12-1-6 BICYCLE. "Bicycle" means every device propelled by human power, upon which any person may ride, having two tandem wheels, except scooters and similar devices. (66-1-4.2 NMSA 1978)

12-1-7 BUS. "Bus" means every motor vehicle designed and used for the transportation of persons; and every motor vehicle, other than a taxicab, designed and used for the transportation of persons for compensation. (66-1-4.2 NMSA 1978)

12-1-8 BUSINESS DISTRICT. "Business District" means the territory contiguous to and including a street and within three hundred feet from the street where there are buildings in use for business or industrial purposes, including but not limited to hotels, banks, or office buildings, railroad stations, and public buildings which occupy at least fifty percent of the frontage on one side or fifty percent of the frontage collectively on both sides of the street. (66-1-4.2 NMSA 1978)

12-1-9 CANCELLATION. "Cancellation" means that a driver's license is annulled and terminated because of some error or defect or because the licensee is no longer entitled to such license, but cancellation of a license is without prejudice and application for a new license may be made at any time after such cancellation. (66-1-4.3 NMSA 1978)

12-1-10 COMBINATION. "Combination" means any connected assemblage of a motor vehicle and one or more semitrailers, trailers, or semitrailers converted to trailers by means of a converter gear. (66-1-4.3 NMSA 1978)

12-1-10.1 COMMERCIAL MOTOR VEHICLE . "Commercial motor vehicle" means a self-propelled or towed vehicle, other than special mobile equipment, used on public highways in commerce to transport passengers or property when the vehicle: is operated interstate and has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight, of four thousand five hundred thirty-six kilograms, or ten thousand one pounds or more; or is operated only in intrastate commerce and has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight, of twenty-six thousand one or more pounds; (66-1-4.3 J NMSA 1978)

12-1-11 CONTROLLED ACCESS STREET. "Controlled Access Street" means every highway, street or roadway in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the same except at such points only and in such manner as may be determined by the public authority having jurisdiction over the highway, street or roadway. (66-1-4.3 NMSA 1978)

12-1-12 CONVERTER GEAR. "Converter Gear" means any assemblage of one or more axles with a fifth wheel mounted thereon, designed for use in a combination to support the front end of a semitrailer but not permanently attached thereto. A converter gear shall not be considered a vehicle, as that term is used in Chapter 66 NMSA 1978, but weight attributable thereto shall be included in declared gross weight. (66-1-4.3 NMSA 1978)

12-1-13 CROSSWALK. "Crosswalk" means:

A. That part of a street at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the street measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway.

B. Any portion of a street at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface. (66-1-4.3 NMSA 1978)

12-1-14 CURB LOADING ZONE. "Curb Loading Zone" means a space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials. (*)

12-1-15 DAYTIME. "Daytime" means from a half hour before sunrise to a half hour after sunset. (*)

12-1-16 DEALER. "Dealer" means any person who sells or solicits or advertises the sale of new or used motor vehicles, house trailers or trailers subject to registration in this state. Dealer shall not include:

A. receivers, trustees, administrators, executors, guardians or other persons appointed by or acting under judgment, decree or order of any court;

B. public officers while performing their duties as such officers;

C. persons making casual sales of their own vehicles duly registered and licensed to them by the state of New Mexico;

D. finance companies, banks and other lending institutions covering sales of repossessed vehicles; or

E. licensed brokers under the Manufactured Housing Act who for a fee, commission or valuable consideration engage in brokerage activities related to the

sale, exchange or lease-purchase of pre-owned manufactured homes on a site installed for a consumer. (66-1-4.4 NMSA 1978)

12-1-17 **DIRECTOR.** "Director" means the secretary of the state taxation and revenue department. (66-1-4.4 NMSA 1978)

12-1-18 **DIVIDED STREET.** "Divided Street" means any street containing a physical barrier, intervening space or clearly indicated dividing section so construed to impede vehicular traffic and separating vehicular traffic traveling in opposite directions. (*)

12-1-19 **DIVISION.** "Division" without further specification, "division of motor vehicles" or motor vehicle division means the department. (66-1-4.4 NMSA 1978)

12-1-20 **DRIVEAWAY-TOWAWAY OPERATION.** "Driveaway-Towaway Operation" means any operation in which any motor vehicle, new or used, constitutes the commodity being transported, when one set or more of wheels of any such motor vehicle is on the street during the course of transportation, whether or not the motor vehicle furnishes the motive power. (66-1-4.4 NMSA 1978)

12-1-21 **DRIVER.** "Driver" means every person who drives or is in actual physical control of a motor vehicle, including a motor-driven cycle, upon a street or who is exercising control over, or steering, a vehicle being towed by a motor vehicle or who operates or is in actual physical control of an off-highway motor vehicle. (66-1-4.4 K NMSA 1978)

12-1-22 **DRIVER'S LICENSE.** "Driver's License" means a license or a class of license issued by a State or other jurisdiction to an individual that authorizes the individual to drive a motor vehicle. (66-1-4.4 NMSA 1978)

12-1-23 **EXPLOSIVES.** "Explosives" means any chemical compound or mechanical mixture that is commonly used or intended for the purpose of producing an explosion and which contains any oxidizing and combustive units or other ingredients in such proportions, quantities, or packing that an ignition by fire, friction, concussion, percussion, or detonator of any part of the compound or mixture may cause such a sudden generation of highly heated gases that the resultant gaseous pressures are capable of producing destructive effects on contiguous objects or of destroying life or limb. A further definition of explosives is contained in Section 66-3-861 NMSA 1978. (66-1-4.5 NMSA 1978)

12-1-24 **FARM TRACTOR.** "Farm Tractor" means every motor vehicle designed and used primarily as a farm implement for drawing plows and mowing machines and other implements of husbandry. (66-1-4.6 NMSA 1978)

12-1-25 **FIRST OFFENDER.** "First Offender" means a person who for the first time under state or federal law or municipal ordinance has been adjudicated guilty of the charge of driving a motor vehicle while under the influence of intoxicating liquor or any drug which renders him incapable of safely driving a motor vehicle regardless of whether the person's sentence was suspended or deferred. (66-1-4.6 NMSA 1978)

12-1-26 FLAMMABLE LIQUID. "Flammable Liquid" means any liquid which has a flash point of seventy degrees Fahrenheit, or less, as determined by a tagliabue or equivalent closed-up test device. (66-1-4.6 NMSA 1978)

12-1-27 FREIGHT CURB LOADING ZONE. "Freight Curb Loading Zone" means a space adjacent to a curb for the exclusive use of vehicles during the loading or unloading of freight. (*)

12-1-28 HOUSE TRAILER. "House Trailer" means a manufactured home. (66-1-4.8 NMSA 1978)

12-1-29 IMPLEMENT OF HUSBANDRY. "Implement of Husbandry" means every vehicle which is designed for agricultural purposes and exclusively used by the owner thereof in the conduct of his agricultural operations. (66-1-4.9 NMSA 1978)

12-1-30 INTERSECTION.

A. "Intersection" means:

(1) The area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways or two streets which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different streets joining at any other angle may come in conflict.

(2) Where a street includes two roadways thirty feet or more apart, every crossing of each roadway of such divided street by an intersecting street shall be regarded as a separate intersection. In the event the intersecting street also includes two roadways thirty feet or more apart, every crossing of two roadways of such highways shall be regarded as a separate intersection. (66-1-4.9 NMSA 1978)

B. The junction of an alley with a roadway shall not constitute an intersection. (*)

12-1-31 INTERSTATE HIGHWAY. "Interstate Highway" means any public highway which has been designated as an interstate highway by the government of the United States. (*)

12-1-32 LANED ROADWAY. "Laned Roadway" means a roadway which is divided into two or more clearly marked lanes for vehicular traffic. (66-1-4.10 NMSA 1978)

12-1-33 LICENSE OR LICENSE TO OPERATE A MOTOR VEHICLE. "License or License to Operate a Motor Vehicle" means any driver's license or any other license or permit to operate a motor vehicle issued under, or granted by, the laws of this state including:

(1) any temporary license or instruction permit;

(2) the privilege of any person to drive a motor vehicle whether or not the person holds a valid license; and

(3) any nonresident's operating privilege as defined herein. (*)

12-1-34 **METAL TIRE.** "Metal Tire" means every tire the surface of which in contact with the street is wholly or partly of metal or other hard nonresilient material, except that for the purposes of this ordinance a snow tire with metal studs designed to increase traction on ice or snow shall not be considered a metal tire. (66-1-4.11 NMSA 1978)

12-1-35 **MOBILE HOME.** "Mobile Home" means a house trailer, other than one held as inventory for sale or resale, that exceeds either a width of eight feet or a length of forty feet, when equipped for the road. (*)

12-1-36 **MOPED.** "Moped" means a two-wheeled or three-wheeled vehicle with an automatic transmission and a motor having a piston displacement of less than fifty cubic centimeters, which is capable of propelling the vehicle at a maximum speed of not more than thirty miles an hour on level ground at sea level. (66-1-4.11 NMSA 1978)

12-1-37 **MOTORCYCLES.** "Motorcycle" means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including autocycles and excluding a tractor. (66-1-4.11 NMSA 1978)

12-1-38 **MOTOR DRIVEN CYCLE.** "Motor Driven Cycle" means every motorcycle, motor scooter and moped having an engine with less than one hundred cubic centimeters displacement. (*)

12-1-39 **MOTOR SCOOTER.** "Motor Scooter" means a motor-driven cycle as defined in this section. (*)

12-1-40 **MOTOR VEHICLE.** "Motor Vehicle" means every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from batteries or from overhead trolley wires, but not operated upon rails; but for the purposes of the Mandatory Financial Responsibility Act [66-5-201 to 66-5-239 NMSA 1978], "motor vehicle" does not include "special mobile equipment." (66-1-4.11 NMSA 1978)

12-1-41 **NIGHTTIME.** "Nighttime" means the hours from a half hour after sunset to a half hour before sunrise. (*)

12-1-42 **NONRESIDENT.** "Nonresident" means every person who is not a resident of this state. (66-1-4.12 NMSA 1978)

12-1-43 **OFFICIAL TIME STANDARD.** "Official Time Standard" means whenever certain hours are named in this ordinance they shall mean standard time or daylight-saving time as may be in current use in this municipality. (*)

12-1-44 OFFICIAL TRAFFIC-CONTROL DEVICES. "Official Traffic-Control Devices" means all signs, signals, markings and devices not inconsistent with this ordinance placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning, or guiding traffic. (66-1-14.13 NMSA 1978)

12-1-45 OPERATOR. "Operator" means driver, as defined in Section 12-1-21. (66-1-4.13 NMSA 1978)

12-1-46 OWNER. "Owner" means a person who holds the legal title of a vehicle and may include a conservator, guardian, personal representative, executor or similar fiduciary or, in the event a vehicle is the subject of an agreement for the conditional sale or lease thereof with the right of purchase upon performance of the conditions stated in the agreement and with an immediate right of possession vested in the conditional vendee or lessee, or, in the event a mortgagor of a vehicle is entitled to possession, then such conditional vendee or lessee or mortgagor. (66-1-4.13 NMSA 1978)

12-1-47 PARK OR PARKING. "Park or Parking" means the standing of a vehicle, whether occupied or not, other than temporarily for the purpose of and while actually engaged in loading and unloading. (66-1-4.14 NMSA 1978)

12-1-48 PASSENGER CURB LOADING ZONE. "Passenger Curb Loading Zone" means a place adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers. (*)

12-1-49 PEDESTRIAN. "Pedestrian" means any natural person on foot. (66-1-4.14 NMSA)

12-1-50 PERSON. "Person" means every natural person, firm, copartnership, association, corporation, or other legal entity. (66-1-4.14 NMSA 1978)

12-1-51 POLE TRAILER. "Pole Trailer" means any vehicle without motive power, designed to be drawn by another vehicle and attached to the towing vehicle by means of a reach or pole or by being boomed or otherwise secured to the towing vehicle and ordinarily used for transporting long or irregularly shaped loads such as poles, structures, pipes or structural members capable, generally, of sustaining themselves as beams between the supporting connections. (66-1-4.14 NMSA 1978)

12-1-52 POLICE OR PEACE OFFICER. "Police or Peace Officer" means every officer authorized to direct or regulate traffic or to make arrests for violations of this ordinance. (66-1-4.14 NMSA 1978)

12-1-53 PRIVATE ROAD OR DRIVEWAY. "Private Road or Driveway" means every way or place in private ownership used for vehicular travel by the owner and those having express or implied permission from the owner, but not other persons. (66-1-4.14 NMSA 1978)

12-1-54 PUBLIC HOLIDAYS. "Public Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or any other day designated a holiday by the governing body of this municipality. (*)

12-1-55 RAILROAD. "Railroad" means a carrier of persons or property upon cars operated upon stationary rails. (66-1-4.15 NMSA 1978)

12-1-56 RAILROAD SIGN OR SIGNAL. "Railroad sign or signal" means any sign, signal, or device erected by authority of a public body or official or by a railroad and intended to give notice of the presence of railroad tracks or the approach of a railroad train. (66-1-4.15 NMSA 1978)

12-1-57 RAILROAD TRAIN. "Railroad Train" means a steam engine, electric or other motor, with or without cars coupled thereto, operated upon rails. (66-1-4.15 NMSA 1978)

12-1-58 RECREATIONAL VEHICLE. "Recreational Vehicle" means a vehicle with a camping body that has its own motive power, is affixed to or is drawn by another vehicle and includes motor homes, travel trailers and truck campers. (66-1-4.15 NMSA 1978)

12-1-59 REGISTRATION NUMBER. "Registration Number" means the number assigned by the motor vehicle division to the owner of a vehicle or motor vehicle required to be registered by the Motor Vehicle Code. (66-1-4.15 NMSA 1978)

12-1-60 REGISTRATION PLATE. "Registration Plate" means the plate, marker, sticker or tag assigned by the motor vehicle division for the identification of the registered vehicle. (66-1-4.15 NMSA 1978)

12-1-61 RESIDENCE DISTRICT. "Residence District" means the territory contiguous to and including a street not comprising a business district when the property on the street for a distance of three hundred feet or more is in the main improved with residences or residences and buildings in use for business. (66-1-4.15 NMSA 1978)

Article 1 pages 13-15 revised 6-05

12-1-62 REVOCATION. "Revocation" means that the driver's license and privilege to drive a motor vehicle on the public streets are terminated and shall not be renewed or restored, except that an application for a new license may be presented and acted upon by the division after the expiration of at least one year after date of revocation. (66-1-4.15 NMSA 1978)

12-1-63 RIGHT OF WAY. "Right of Way" means the privilege of the immediate use of the roadway. (66-1-4.15 NMSA 1978)

12-1-64 ROAD TRACTOR. "Road Tractor" means every motor vehicle designed and used for drawing other vehicles and not so constructed as to carry any load thereon, either independently or as any part of the weight of a vehicle or load so drawn. (66-1-4.15 NMSA 1978)

12-1-65 ROADWAY. "Roadway" means that portion of a street improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder. In the event a street includes two or more separate roadways, the term "roadway" as used in this

ordinance refers to any such roadway separately but not to all such roadways collectively. (66-1-4.15 NMSA 1978)

12-1-66 **SAFETY ZONE.** "Safety Zone" means the area or space officially set apart within a street for the exclusive use of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone. (66-1-4.16 NMSA 1978)

12-1-67 **SCHOOL BUS.** "School Bus" means any motor vehicle operating under the jurisdiction of the state board of education or private school or parochial school interests which is used to transport children, students or teachers to and from schools or to and from any school activity, but not including any vehicle:

(1) operated by a common carrier, subject to and meeting all requirements of the state corporation commission but not used exclusively for the transportation of students;

(2) operated solely by a government-owned transit authority, if the transit authority meets all safety requirements of the state corporation commission but is not used exclusively for transportation of students; or

(3) operated as a per capita feeder as defined in Section 22-16-6 NMSA 1978; or

(4) that is a minimum six-passenger, full-size, extended-length, sport utility vehicle operated by a school district employee pursuant to Subsection D of Section 22-16-4 NMSA 1978. (66-1-4.16 NMSA 1978)

12-1-68 **SEMITRAILER.** "Semitrailer" means any vehicle, without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle. (66-1-4.16 NMSA 1978)

12-1-69 **SIDEWALK.** "Sidewalk" means that portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, intended for the use of pedestrians. (66-1-4.16 NMSA 1978)

12-1-70 **SOLID TIRE.** "Solid Tire" means every tire of rubber or other resilient material which does not depend upon compressed air for the support of the load. (66-1-4.16 NMSA 1978)

12-1-71 **STAND OR STANDING.** "Stand or Standing" means the halting of vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers. (*)

12-1-72 **STATE.** "State" means a state, territory or possession of the United States, the District of Columbia, or any province of the Dominion of Canada. (66-1-4.16 NMSA 1978)

12-1-73 STATE HIGHWAY. "State Highway" means any public highway which has been designated as a state highway by the legislature, the state transportation commission or the secretary of the state transportation department. (66-1-4.16 NMSA 1978)

12-1-74 STOP. "Stop", when required, means complete cessation from movement. (66-1-4.16 NMSA 1978)

12-1-75 STOP, STOPPING OR STANDING. "Stop, Stopping or Standing", when prohibited, means any stopping or standing of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control sign or signal. (66-1-4.16 NMSA 1978)

12-1-76 STREET OR HIGHWAY. "Street or Highway" means every way or place generally open to the use of the public as a matter of right for the purpose of vehicular travel, even though it may be temporarily closed or restricted for the purpose of construction, maintenance, repair or reconstruction. (66-1-4.16 NMSA 1978)

12-1-77 SUBSEQUENT OFFENDER. "Subsequent Offender" means a person who was previously a first offender and who again, under state law, federal law, or municipal ordinance, has been adjudicated guilty of the charge of driving a motor vehicle while under the influence of intoxicating liquor or any drug which rendered the person incapable of safely driving a motor vehicle regardless of whether the person's sentence is suspended or deferred. (66-1-4.16 NMSA 1978)

12-1-78 SUSPENSION. "Suspension" means that the driver's license and privilege to drive a motor vehicle on the public highways are temporarily withdrawn. (66-1-4.16 NMSA 1978)

12-1-79 TAXICAB. "Taxicab" means a motor vehicle used in the transportation of persons for hire, having a normal seating capacity of not more than seven persons. (66-1-4.17 NMSA 1978)

12-1-80 THROUGH STREET. "Through Street" means every street or portion thereof at the entrance to which vehicular traffic from intersecting streets is required by law to stop before entering or crossing the same when stop signs are erected as provided in this ordinance. (66-1-4.17 NMSA 1978)

12-1-81 TRAFFIC. "Traffic" means pedestrians, ridden or herded animals, vehicles, and other conveyances either singly or together using any street for purposes of travel. (66-1-4.17 NMSA 1978)

12-1-82 TRAFFIC-CONTROL SIGNAL. "Traffic-Control Signal" means any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and to proceed. (66-1-4.17 NMSA 1978)

12-1-83 TRAILER. "Trailer" means any vehicle, without motive power, designed for carrying persons or property and for being drawn by a motor vehicle, and so

constructed that no part of its weight rests upon the towing vehicle. (66-1-4.17 NMSA 1978)

12-1-84 **TRIAL COURT.** "Trial Court" means the magistrate, municipal or district court which tries the case concerning an alleged violation of a provision of the Uniform Traffic Ordinance and the Motor Vehicle Code. (66-1-4.17 NMSA 1978)

12-1-84.1 **TRIBE.** "Tribe" means an Indian nation, tribe or pueblo that is located wholly or partially in New Mexico. For purposes of violations resulting in suspension or revocation of licenses and for DWI offenses (66-5-25, 26, 30 and 66-8-102), "tribe" is further defined as one that has executed an intergovernmental agreement with the state pursuant to Section 66-5-27.1 NMSA 1978. (66-1-4.17 and 66-5-1.2 NMSA 1978) (*)

12-1-85 **TRUCK.** "Truck" means every motor vehicle designed, used or maintained primarily for the transportation of property. (66-1-4.17 NMSA 1978)

12-1-86 **TRUCK TRACTOR.** "Truck Tractor" means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn. (66-1-4.17 NMSA 1978)

12-1-87 **VALIDATING STICKER.** "Validating Sticker" means the tab or sticker issued by the division to signify, upon a registration plate, renewed registration. (66-1-4.19 NMSA 1978)

12-1-88 **VEHICLE.** "Vehicle" means every device in, upon, or by which, any person or property is or may be transported or drawn upon a street, including any frame, chassis, body or unitized frame and body of any vehicle or motor vehicle, except devices moved by human power or used exclusively upon stationary rails or tracks. (66-1-4.19 NMSA 1978)

12-1-89 **ANY OTHER TERM.** "Any Other Term" used in this ordinance is used in its commonly accepted meaning except where such term has been defined elsewhere in this ordinance or defined in Sections 66-1-4.1 through 66-1-4.21 NMSA 1978. (*)

C. The state department of transportation, unless otherwise directed by an investigating police officer, or a police officer may remove or cause to be removed a vehicle or other obstruction from the paved or main-traveled part of a highway to the nearest place of safety if the vehicle or other obstruction obstructs traffic or poses a traffic hazard. (66-7-349 C NMSA 1978)

12-6-7 SPECIAL STOPS REQUIRED.

12-6-7.1 EMERGING FROM ALLEY, BUILDING, DRIVEWAY OR PRIVATE ROAD.

A. The driver of a vehicle within a business or residence district emerging from an alley, driveway, or building shall stop such vehicle immediately prior to driving onto a sidewalk or the sidewalk area extending across any alleyway or driveway, and shall yield the right of way to any pedestrian as may be necessary to avoid collision, and upon entering the street shall yield the right of way to all vehicles approaching on said street. (66-7-346 NMSA 1978)

B. The driver of a vehicle about to enter or cross a street from a private road or driveway shall yield the right of way to all vehicles approaching on said street. (66-7-331 NMSA 1978)

12-6-7.2 STOP WHEN TRAFFIC OBSTRUCTED. No driver shall enter an intersection or a marked crosswalk unless there is sufficient space on the other side of the intersection or crosswalk to accommodate the vehicle he is operating without obstructing the passage of other vehicles or pedestrians, notwithstanding any traffic-control signal indication to proceed. (*)

12-6-7.3 STOPPING FOR SCHOOL BUS.

A. The driver of a vehicle upon approaching or overtaking from either direction any school bus which has stopped on the street, with special school bus signals in operation, for the purpose of receiving or discharging any school children, shall stop the vehicle at least ten feet before reaching the school bus and shall not proceed until the special school bus signals are turned off, the school bus resumes motion or until signaled by the driver to proceed.

B. Every bus used for the transportation of school children shall bear upon the front and rear thereof a plainly visible sign containing the words "School Bus" in letters not less than eight inches in height.

C. The driver of a vehicle upon a street with separate roadways need not stop upon meeting or passing a school bus which is on a different roadway or when upon a controlled access street and the school bus is stopped in a loading zone which is a part of or adjacent to such street and where pedestrians are not permitted to cross the roadway. (66-7-347 NMSA 1978)

D. It is unlawful to operate any flashing warning signal light on any school bus on any street except when the school bus is stopped or is about to stop on a street for the purpose of permitting school children to board or alight from the school bus. (66-7-348 NMSA 1978)

12-6-7.4 OPERATION OF VEHICLE ON APPROACH OF MOVING AUTHORIZED EMERGENCY VEHICLE; OF ONCOMING VEHICLE--YIELD RIGHT OF WAY.

A. Upon the immediate approach of an authorized emergency vehicle displaying flashing emergency lights or when the driver is giving audible signal by siren, the driver of every other vehicle shall yield the right of way and shall immediately drive to a position parallel to, and as close as possible to, the right-hand edge or curb of the street clear of any intersection and shall stop and remain in that position, until the authorized emergency vehicle has passed, except when otherwise directed by a police officer. (66-7-332 NMSA 1978)

B. Upon approaching a stationary authorized emergency vehicle or a recovery or repair vehicle displaying flashing emergency or hazard lights, unless otherwise directed, the driver of the vehicle shall:

(1) if reasonably safe to do so, drive in a lane not adjacent to the stationary vehicle; decrease the speed of the vehicle to a speed that is reasonable and prudent under the circumstances and proceed with caution; or

(2) if it is not reasonably safe to drive in a lane not adjacent to the stationary vehicle [is stopped], decrease the speed of the vehicle to a speed that is reasonable and prudent under the circumstances, proceed with caution and be prepared to stop. (66-7-332 NMSA 1978)

C. Upon the immediate approach of an oncoming vehicle overtaking or attempting to overtake a vehicle proceeding in the same direction, the driver of that vehicle shall yield the right of way and shall drive to a position to and as close as possible to the right hand edge or curb of the roadway and shall remain as close as possible to the right hand edge or curb of the roadway until the oncoming vehicle has passed. (66-7-332.1 NMSA 1978)

D. This section shall not operate to relieve the driver of an authorized emergency vehicle or the driver of any other vehicle from the duty to drive with due regard for the safety of all persons using the highway. (66-7-322 and 66-7-322.1 NMSA 1978)

12-6-7.5. RAILROAD-HIGHWAY GRADE CROSSING VIOLATIONS--ALL DRIVERS.

A. A person driving a vehicle approaching a railroad-highway grade crossing shall:

registered in accordance with Chapter 66, Article 3 NMSA 1978. The owner shall affix the validating sticker as provided in Chapter 66, Article 3 NMSA 1978. (66-3-1003 NMSA 1978)

12-7-9.2 **OPERATION OF OFF-HIGHWAY MOTOR VEHICLES ON STREETS OR HIGHWAYS – PROHIBITED AREAS.**

A. No person shall operate an off-highway motor vehicle on any limited access street at any time or any paved street or highway except as provided in Subsection B, C, D or E of this section.

B. Off-highway motor vehicles may cross streets or highways, except limited access highways or freeways, if the crossings are made after coming to a complete stop prior to entering the street. Off-highway motor vehicles shall yield the right of way to oncoming traffic and shall begin a crossing only when it can be executed safely and then crossing in the most direct manner, as close to a perpendicular angle as possible.

C. If authorized by ordinance or resolution of a local authority or the State Transportation Commission, a recreational off-highway vehicle or an all-terrain vehicle may be operated on a paved street or highway owned and controlled by the authorizing authority if:

- (1) the vehicle has one or more headlights and one or more taillights that comply with the Off-Highway Motor Vehicle Act;
- (2) the vehicle has brakes, mirrors and mufflers;
- (3) the operator has valid driver's licenses or permits as required under the Motor Vehicle Code and off-highway motor vehicle safety permits as required under the Off-Highway Motor Vehicle Act;
- (4) the operator is insured in compliance with the provisions of the Mandatory Financial Responsibility Act; and
- (5) the operator of the vehicle is using eye protection that comply with the Off-Highway Motor Vehicle Act; and
- (6) if the operator is under eighteen years of age, the operator is wearing a safety helmet that complies with the Off-Highway Motor Vehicle Act.

D. Except for sections of the Motor Vehicle Code that are in conflict with the licensing and equipment requirements of the Off-Highway Motor Vehicle Act, any operator using an off-highway motor vehicle on a paved street or highway shall be subject to the requirements and penalties for operators of moving or parked vehicles under the Motor Vehicle Code.

E. By ordinance or resolution, a local authority or the State Transportation Commission may establish separate speed limits and operating restrictions

for off-highway vehicles where they are authorized to operate on paved streets or highways pursuant to Subsection C of this section.

F. A person shall not operate an off-highway motor vehicle on state game commission-owned, -controlled or -administered land except as specifically allowed pursuant to Chapter 17, Article 6 NMSA 1978.

G. A person shall not operate an off-highway motor vehicle on land owned, controlled or administered by the state parks division of the Energy, Minerals and Natural Resources Department, pursuant to Chapter 16, Article 2 NMSA 1978, except in areas designated by and permitted by rules adopted by the secretary of Energy, Minerals and Natural Resources.

H. Unless authorized, a person shall not:

- (1) remove, deface or destroy any official sign installed by a state, federal, local or private land management agency; or
- (2) install any off-highway motor vehicle-related sign. (66-3-1011 NMSA)

12-7-9.3 **DRIVING OF OFF-HIGHWAY MOTOR VEHICLES ADJACENT TO STREETS.**

A. Off-highway motor vehicles issued a validating sticker or nonresident permit may be driven adjacent to a street, yielding to all vehicles entering or exiting the street, in a manner so as not to interfere with traffic upon the street, only for the purpose of gaining access to, or returning from areas designed for the operation of off-highway motor vehicles, by the shortest route possible and when no other route is available or when the area adjacent to a street is being used as a staging area. Such use must occur between the street and fencing that separates the street from private or public lands.

B. When snow conditions permit, an off-highway motor vehicle may be operated on the right-hand side of a street, parallel, but not closer than ten feet, to the inside of the plow bank. (66-3-1012 NMSA 1978)

12-7-9.4 **OPERATION OF OFF-HIGHWAY MOTOR VEHICLES ON PRIVATE LANDS.** It is unlawful to operate an off-highway motor vehicle on private lands except with the express permission of the owner of the lands. (66-3-1013 NMSA 1978)

12-7-9.5.1.1 **ACCIDENTS AND ACCIDENT REPORTS.** The driver of an off-highway motor vehicle involved in an accident resulting in injuries to, or the death of, any person, or resulting in damage to public or private property to the extent of five hundred dollars (\$500) or more, shall immediately notify a law enforcement agency of the accident and the facts relating to the accident. If the driver is under the age of eighteen, the driver's parent or legal guardian shall immediately notify a law enforcement agency of the accident and the facts relating to the accident. (66-3-1014 NMSA)

12-7-9.6

ENFORCEMENT OF OFF-HIGHWAY MOTOR VEHICLE REGULATIONS.

A wildlife conservation officer, state police officer or peace officer of this state or any of its political subdivisions, upon displaying his badge of office, has the authority to enforce the provisions of Sections 12-7-9.1 through 12-7-9.5 of this ordinance and may require the operator of any off-highway motor vehicle to produce the certificate of registration or nonresident permit, proof of successful completion of an off-highway motor vehicle training course conducted by an off-highway safety training organization approved and certified by the department, when required by Section 12-7-9.8, and the personal identification of the operator, and may issue citations for violations of the provisions of Sections 12-7-9.1 through 12-7-9.9 of this ordinance. (66-3-1015 NMSA 1978)

12-7-9.7

EXEMPTIONS

The provisions of this Section shall not apply to persons who operate off-highway motor vehicles on privately held lands or to off-highway motor vehicles that are:

- A. owned and operated by an agency or department of the United States, this state or a political subdivision of this state;
- B. operated exclusively on lands privately held; provided that the appropriate tax or fee has been paid in lieu of the motor vehicle registration fees;
- C. owned by nonresidents and used in this state only for organized and endorsed competition purposes; provided that the use is not on a rental basis;
- D. brought into this state by manufacturers or distributors for wholesale purposes and not used for demonstrations;
- E. in the possession of dealers as stock-in-trade and not used for demonstration purposes;
- F. farm tractors, as defined in Section 66-1-4.6 NMSA 1978, special mobile equipment, as defined in Section 66-1-4.16 NMSA 1978, or off-highway motor vehicles being used for agricultural operations; or
- G. used exclusively on private closed courses, whether owned by the rider or another person; provided that, if applicable, the excise tax and registration fees have been paid and are current. (66-3-1005 NMSA 1978)

12-7-9.8

OFF-HIGHWAY MOTOR VEHICLE SAFETY PERMIT: REQUIREMENTS, ISSUANCE.

A person under the age of eighteen shall be required to successfully complete an off-highway motor vehicle safety training course for which the person shall have parental permission. The course shall be conducted by an off-highway motor vehicle safety training organization that is approved and certified by the department. Upon

successful completion of the course, the person shall receive an off-highway motor vehicle safety permit issued by the organization. (66-3-1010.2 NMSA 1978)

12-7-9.9 OPERATION AND EQUIPMENT – SAFETY REQUIREMENTS

A. A person shall not operate an off-highway motor vehicle:

(1) in a careless, reckless or negligent manner so as to endanger the person or property of another;

(2) while under the influence of intoxicating liquor or drugs as provided by Section 66-8-102 NMSA 1978;

(3) while in pursuit of and with intent to hunt or take a species of animal or bird protected by law unless otherwise authorized by the state game commission;

(4) in pursuit of or harassment of livestock in any manner that negatively affects the livestock's condition;

(5) on or within an earthen tank or other structure meant to water livestock or wildlife, unless the off-highway motor vehicle is on a route designated by the landowner or land management agency as an off-highway motor vehicle route;

(6) in a manner that has a direct negative effect on or interferes with persons engaged in agricultural practices;

(7) in excess of ten miles per hour within two hundred feet of a business, animal shelter, horseback rider, bicyclist, pedestrian or occupied dwelling, unless the person operates the vehicle on a closed course or track or a public roadway;

(8) unless in possession of the person's registration certificate or nonresident permit;

(9) unless the vehicle is equipped with a spark arrester approved by the United States forest service; provided that a snowmobile is exempt from this provision;

(10) when conditions such as darkness limit visibility to five hundred feet or less, unless the vehicle is equipped with:

(a) one or more headlights of sufficient candlepower to light objects at a distance of one hundred fifty feet; and

(b) at least one taillight of sufficient intensity to exhibit a red or amber light at a distance of two hundred feet under normal atmospheric conditions; or

(11) that produces noise that exceeds ninety-six decibels when measured using test procedures established by the society of automotive engineers pursuant to standard J-1287; or

(12) where off-highway motor vehicle traffic is prohibited under local, state or federal rules or regulations.

B. A person under the age of eighteen shall not operate an off-highway motor vehicle:

(1) or ride upon an off-highway motor vehicle without wearing eye protection and a safety helmet that is securely fastened in a normal manner as headgear and that meets the standards established by the department ;

(2) without an off-highway motor vehicle safety permit; or

(3) while carrying a passenger.

C. A person under the age of eighteen but at least ten years of age shall not operate an off-highway motor vehicle unless the person is visually supervised at all times by a parent, legal guardian or a person over the age of eighteen who has a valid driver's license. This subsection shall not apply to a person who is at least:

(1) thirteen years of age and has a valid motorcycle license and off-highway motor vehicle safety permit; or

(2) fifteen years of age and has a valid driver's license, instructional permit or provisional license and off-highway motor vehicle safety permit.

D. A person under the age of ten shall not operate an off-highway motor vehicle unless:

(1) the all-terrain vehicle or recreational off-highway vehicle is an age-appropriate size-fit vehicle established by rule of the department ; and

(2) the person is visually supervised at all times by a parent, legal guardian or instructor of a safety training course certified by the department .

E. An off-highway motor vehicle may not be sold or offered for sale if the vehicle produces noise that exceeds ninety-six decibels when measured using test procedures established by the society of automotive engineers pursuant to standard J-1287. This subsection shall not apply to an off-highway motor vehicle that is sold or offered for sale only for organized competition. (66-3-1010.3 NMSA 1978)

12-7-9.10 PENALTIES

A. A person who violates the provisions of this Section is guilty of a penalty assessment misdemeanor. A parent, guardian or custodian who causes or knowingly permits a child under the age of eighteen years to operate an off-highway motor vehicle in violation of the provisions of this Section is in violation of this Section and subject to the same penalty as the child operating the off-highway motor vehicle in violation of this section. (66-3-1020 NMSA 1987)

B. As used in the Off-Highway Motor Vehicle Act, "penalty assessment misdemeanor" means violation of any provision of the Off-Highway Motor Vehicle Act for which a violator may be subject to the following:

CLASS 1 VIOLATIONS

SECTION
VIOLATED

PENALTY
ASSESSMENT

failure to possess a

registration certificate or nonresident permit	66-3-1010.3	\$10.00
Violations involving headlights or taillights	66-3-1010.3	10.00
failure to possess an off-highway motor vehicle		
safety permit	66-3-1010.3	10.00
selling a vehicle that produces noise in excess of ninety-six decibels	66-3-1010.3	10.00
any violation of the Off-Highway Motor Vehicle Act not otherwise specifically defined elsewhere in this section	66-3-1010.3	10.00
CLASS 2 VIOLATIONS	SECTION VIOLATED	PENALTY ASSESSMENT
failure to complete a required off-highway motor vehicle safety training course	66-3-1010.2	\$50.00
operating a vehicle in excess of ten miles per hour within two hundred feet of a business, animal shelter, horseback rider, bicyclist, pedestrian, livestock or occupied dwelling	66-3-1010.3	50.00
a person under the age of eighteen but at least fifteen years of age who operates an off-highway motor vehicle in violation of the supervision requirements of the Off-Highway Motor Vehicle Act	66-3-1010.3	50.00
operating an off-highway motor vehicle that produces noise that exceeds ninety-six decibels	66-3-1010.3	50.00
unauthorized installation, removal, destruction or defacing of a motor vehicle sign	66-3-1011	50.00

CLASS 3 VIOLATIONS	SECTION VIOLATED	PENALTY ASSESSMENT
operating a vehicle that is not equipped with an approved spark arrester	66-3-1010.3	\$100.00
operating an off-highway motor vehicle while in pursuit of and with intent to hunt or take a species of animal or bird protected by law, unless otherwise authorized by the state game commission	66-3-1010.3	100.00
operating an off-highway motor vehicle in pursuit of or harassment of livestock in any manner that negatively affects the livestock's condition	66-3-1010.3	100.00
operating an off-highway motor vehicle on or within an earthen tank or other structure meant to water livestock or wildlife	66-3-1010.3	100.00
operating a motor vehicle in a manner that has a direct negative effect on or interferes with persons engaged in agricultural practices	66-3-1010.3	100.00
a person under the age of eighteen operating an off-highway motor vehicle without wearing eye protection and a safety helmet	66-3-1010.3	100.00
a person under the age of eighteen operating an off-highway motor vehicle while carrying a passenger	66-3-1010.3	100.00
a person under the age of fifteen but at least ten years of age who operates an off-highway motor vehicle		

in violation of the supervision requirements of the Off-Highway Motor Vehicle Act	66-3-1010.3	100.00
a person under the age of ten operating an all-terrain vehicle or recreational off-highway motor vehicle that is not an age-appropriate size-fit or who operates an off-highway motor vehicle in violation of the supervision requirements of this section	66-3-1010.3	100.00
CLASS 4 VIOLATIONS	SECTION VIOLATED	PENALTY ASSESSMENT
operating an off-highway motor vehicle in a careless, reckless or negligent manner so as to endanger the person or property of another	66-3-1010.3	\$200.00
operating an off-highway motor vehicle on any road or area closed to off-highway motor vehicle traffic under local, state or federal regulations	66-3-1010.3	200.00
operating an off-highway motor vehicle on a limited-access highway or freeway.	66-3-1011	200.00

C. The penalty for second, third and subsequent violations within a three-year time period shall be increased as follows:

- (1) a second violation in a class 1 penalty category involving failure to possess a registration certificate or nonresident permit shall be increased to a Class 2 penalty category;
- (2) any class 2 or class 3 violation for a second or greater infraction within a three-year period shall be increased to the next-highest penalty assessment category; and
- (3) each subsequent violation in a Class 4 penalty category will result in an additional penalty of two hundred dollars (\$200).

D. Multiple violations for the same incident shall be treated as a single event and shall not result in graduated penalties.

E. The term "penalty assessment misdemeanor" does not include a violation that has caused or contributed to the cause of an accident resulting in injury or death to a person.

F. When an alleged violator of a penalty assessment misdemeanor elects to accept a notice to appear in lieu of a notice of penalty assessment, a fine imposed upon later conviction shall not exceed the penalty assessment established for the particular penalty assessment misdemeanor, and probation imposed upon a suspended or deferred sentence shall not exceed ninety days.

12-7-10 **MOPEDS--STANDARDS--OPERATOR REQUIREMENTS--**
APPLICATION OF MOTOR VEHICLE CODE.

A. Mopeds shall comply with those motor vehicle safety standards deemed necessary and prescribed by the director of motor vehicles.

B. Operators of mopeds shall have in their possession while operating a moped a valid operator's or restricted operator's license of any class issued to them.

C Except as provided in Subsections A and B of this section, none of the provisions of the New Mexico Motor Vehicle Code or of this ordinance relating to motor vehicles or motor-driven cycles as defined in these codes shall apply to a moped. (66-3-1101 NMSA 1978).

C. Any motor vehicle may be equipped with not more than two back-up lamps either separately or in combination with other lamps, but any such back-up lamp shall not be lighted when the motor vehicle is in forward motion. (66-3-829 NMSA 1978)

12-10-1.39 MULTIPLE BEAM ROAD LIGHTING EQUIPMENT. Except as hereinafter provided, the headlamps or the auxiliary driving lamps or the auxiliary passing lamp, or combinations thereof, on motor vehicles shall be so arranged that the driver may select at will between distributions of light projected to different elevations and such lamps may, in addition, be so arranged that such selection can be made automatically, subject to the following limitations:

A. There shall be an uppermost distribution of light, or composite beam, so aimed and of such intensity as to reveal persons and vehicles at a distance of at least three hundred fifty feet ahead for all conditions of loading.

B. There shall be a lowermost distribution of light, or composite beam, so aimed and of sufficient intensity to reveal persons and vehicles at a distance of at least one hundred feet ahead; and on a straight level road under any condition of loading none of the high-intensity portion of the beam shall be directed to strike the eyes of an approaching driver.

C. Every new motor vehicle registered in this state after July 1, 1953, which has multiple beam road lighting equipment shall be equipped with a beam indicator, which shall be lighted whenever the uppermost distribution of light from the headlamps is in use, and shall not otherwise be lighted. The indicator shall be so designed and located that when lighted it will be readily visible without glare to the driver of the vehicle so equipped. (66-3-830 NMSA 1978)

12-10-1.40 USE OF MULTIPLE BEAM ROAD LIGHTING EQUIPMENT. Whenever a motor vehicle is being operated on a street or shoulder adjacent thereto during the times specified in Section 12-10-1.3 of this ordinance, the driver shall use all distribution of light, or composite beam, directed high enough and of sufficient intensity to reveal persons and vehicles at safe distance in advance of the vehicle, subject to the following requirements and limitations:

A. Whenever the driver of a vehicle approaches an oncoming vehicle within five hundred feet, such driver shall use a distribution of light or composite beam so aimed that the glaring rays are not projected into the eyes of the oncoming driver.

B. The lowermost distribution of light specified in Section 12-10-1.39B of this ordinance shall be deemed to avoid glare at all times, regardless of road contour and loading.

C. Whenever the driver of a vehicle overtakes another vehicle proceeding in the same direction and within two hundred feet, such driver shall use a distribution of light or composite beam so aimed that the glaring rays are not projected through the rear window of the overtaken vehicle. (66-3-831 NMSA 1978)

12-10-1.41 SINGLE BEAM ROAD LIGHTING EQUIPMENT. Headlamps

arranged to provide a single distribution of light shall be permitted on motor vehicles manufactured and sold prior to July 1, 1953, in lieu of multiple beam road lighting equipment herein specified if the single distribution of light complies with the following requirements and limitations:

A. The headlamps shall be so aimed that when the vehicle is not loaded none of the high-intensity portion of the light shall at a distance of twenty-five feet ahead project higher than a level of five inches below the level of the center of the lamp from which it comes, and in no case higher than forty-two inches above the level of which the vehicle stands at a distance of seventy-five feet ahead.

B. The intensity shall be sufficient to reveal persons and vehicles at a distance of at least two hundred feet. (66-3-832 NMSA 1978)

12-10-1.42 ALTERNATE ROAD LIGHTING EQUIPMENT. Any motor vehicle may be operated under the conditions specified in Section 12-10-1.3 of this ordinance when equipped with two lighted lamps upon the front thereof capable of revealing persons and objects seventy-five feet ahead in lieu of lamps required in Sections 12-10-1.39 or 12-10-1.41 of this ordinance; provided, however, that at no time shall it be operated at a speed in excess of twenty miles an hour. (66-3-833 NMSA 1978)

12-10-1.43 NUMBER OF DRIVING LAMPS REQUIRED OR PERMITTED.

A. At all times specified in Section 12-10-1.3 of this ordinance, at least two lighted lamps shall be displayed, one on each side at the front of every motor vehicle other than a motorcycle or motor-driven cycle, except when such vehicle is parked subject to the regulations governing lights on parked vehicles.

B. Whenever a motor vehicle equipped with headlamps as herein required is also equipped with any auxiliary lamp or spot lamps or any other lamp on the front thereof projecting a beam of intensity greater than three hundred candle power, not more than a total of four or any such lamps on the front of a vehicle shall be lighted at any one time when upon a street. (66-3-834 NMSA 1978)

12-10-1.44 SPECIAL RESTRICTIONS ON LAMPS.

A. Lighted lamps or illuminating devices upon a motor vehicle other than headlamps, spot lamps, auxiliary lamps, flashing turn signals, emergency vehicle warning lamps and school bus warning lamps, that project a beam of light of an intensity greater than three hundred candle power shall be directed so that no part of the high-intensity portion of the beam strikes the level of the street on which the vehicle stands at a distance of more than seventy-five feet from the vehicle.

B. A person shall drive or move upon a highway a vehicle or equipment with a lamp or device displaying a red light visible from directly in front of the center of the vehicle or equipment, except as expressly authorized or required by the New Mexico Motor Vehicle Code.

C. Flashing lights are prohibited except as provided in this section and

except on authorized emergency vehicles, school buses, snow-removal equipment and highway-marking equipment. Flashing red lights may be used as warning lights on disabled or parked vehicles and on any vehicle as a means of indicating turn.

D. A recovery or repair vehicle standing on a highway for the purpose of removing, and actually engaged in removing, a disabled vehicle, and while engaged in towing any disabled vehicle, may display flashing lights in any color except red. This provision shall not be construed as permitting the use of flashing lights by recovery or repair vehicles in going to or returning from the location of disabled vehicles unless actually engaged in towing a disabled vehicle.

E. Only fire department vehicles, law enforcement agency vehicles, ambulances and school buses may display flashing red lights visible from the front of the vehicle. All other vehicles authorized by the New Mexico Vehicle Code to display flashing lights visible from the front of the vehicle may use any other color of light that is visible. (66-3-835 NMSA 1978)

12-10-1.44 SPECIAL RESTRICTIONS ON LAMPS.

A. Lighted lamps or illuminating devices upon a motor vehicle other than headlamps, spot lamps, auxiliary lamps, flashing turn signals, emergency vehicle warning lamps and school bus warning lamps, which project a beam of light of an intensity greater than three hundred candle power shall be directed so that no part of the high-intensity portion of the beam strikes the level of the street on which the vehicle stands at a distance of more than seventy-five feet from the vehicle.

B. No person shall drive or move upon any street, any vehicle or equipment with a lamp or device thereon displaying a red light visible from directly in front of the center of the vehicle or equipment. This section does not apply to any vehicle upon which a red light visible from the front is expressly authorized or required by the New Mexico Motor Vehicle Code.

C. Flashing lights are prohibited except as provided in Subsection D of this section and except on authorized emergency vehicles, school buses, snow-removal equipment and highway-marking equipment. Flashing red lights may be used as warning lights on disabled or parked vehicles and on any vehicle as a means of indicating turn.

D. Tow cars standing on streets for the purpose of removing, and actually engaged in removing, disabled vehicles, and while engaged in towing any disabled vehicle, may display flashing lights. This shall not be construed as permitting the use of flashing lights by tow cars in going to or returning from the location of disabled vehicles unless actually engaged in towing a disabled vehicle.

E. Only fire department vehicles, law enforcement agency vehicles, ambulances and school buses shall display flashing red lights visible from the front of the vehicle. All other vehicles authorized by the New Mexico Vehicle Code to display flashing lights visible from the front of the vehicle may use any other color of light that is visible. (66-3-835 NMSA 1978)

12-10-1.45 **LIGHTS ON SNOW REMOVAL EQUIPMENT.** It shall be unlawful to operate any snow removal equipment on any street unless the lamps thereon comply with and are lighted when and as required by the standards and specifications adopted by the State Highway Commission as provided in Section 66-3-836 NMSA 1978. (66-3-836 NMSA 1978)

12-10-1.46 **MEANING OF THE TERM "MOTOR VEHICLE" AS USED IN SECTIONS 12-10-1.47 THROUGH 12-10-1.51 OF THIS ORDINANCE--UNATTENDED VEHICLES.**

A. For the purposes of Sections 12-10-1.47 through 12-10-1.51 of this ordinance "motor vehicle" means every bus, truck tractor, road tractor,, and every driven vehicle in driveaway-towaway operations, required by Section 12-10-2 of this ordinance to have emergency equipment thereon.

B. No motor vehicle shall be left unattended until the parking brake has been securely set. All reasonable precautions shall be taken to prevent the movement of any vehicle left unattended. (66-3-851 NMSA 1978)

12-10-1.47 **STOPPED VEHICLES NOT TO INTERFERE WITH OTHER TRAFFIC.** No motor vehicle shall be stopped, parked, or left standing, whether attended or unattended, upon the traveled portion of any street outside of a business or residence district, when it is practicable to stop, park, or leave such vehicle off the traveled portions of the street. In the event that conditions make it impracticable to move such motor vehicle from the traveled portion of the street, the driver shall make every effort to leave all possible width of the street opposite the standing vehicle for the free passage of other vehicles and he shall take care to provide a clear view of the standing vehicle as far as possible to the front and rear. (66-3-852 NMSA 1978)

12-10-1.48 **EMERGENCY SIGNALS--DISABLED VEHICLE.** Whenever any motor vehicle is disabled upon the traveled portion of any street or the shoulder thereof, when lighted lamps are required, except where there is sufficient street lighting to make it clearly discernible to persons and vehicles on the street at a distance of five hundred feet, the following requirements shall be observed:

A. The driver of such vehicle shall immediately place on the traveled portion of the street at the traffic side of the disabled vehicle, a lighted fuse and lighted red electric lantern, or a red emergency reflector.

B. Except as provided in Subsections C and D of this section, as soon thereafter as possible, but in any event within the burning period of the fuse, the driver shall place three liquid-burning flares or pot torches, or three red emergency reflectors on the traveled portion of the street in the following order:

(1) one at a distance of approximately one hundred feet from the disabled vehicle in the center of the traffic lane occupied by such vehicle and toward traffic approaching in that lane;

(2) one at a distance of approximately one hundred feet in the

opposite direction from the disabled vehicle in the center of the traffic lane occupied by such vehicle; and

(3) one at the traffic side of the disabled vehicle, not less than ten feet to the front or rear thereof. If a red electric lantern or red emergency reflector has been placed on the traffic side of the vehicle in accordance with Subsection A of this section, it may be used for this purpose.

C. If disablement of any motor vehicle shall occur within five hundred feet of a curve, crest of a hill, or other obstruction to view, the driver shall so place the warning signal in that direction as to afford ample warning to other users of the street, but in no case less than one hundred feet nor more than five hundred feet from the disabled vehicle.

D. If gasoline or any other flammable or combustible liquid or gas seeps or leaks from a fuel container of a motor vehicle disabled or otherwise stopped upon a street, no emergency warning signal producing a flame shall be lighted or placed except at such a distance from any such liquid or gas as will assure the prevention of a fire or explosion. (66-3-853 NMSA 1978)

12-10-1.49 NON-EMERGENCY SIGNALS--STOPPED OR PARKED VEHICLES. Whenever for any cause other than disablement or necessary traffic stops, any motor vehicle is stopped upon the traveled portion of any street, or shoulder thereof, during the time lights are required, except where there is sufficient street lighting to make clearly discernible persons and vehicles on the street at a distance of five hundred feet, the following requirements shall be observed:

A. The driver of such vehicle shall immediately place on the traveled portion of the street at the traffic side of the vehicle, a lighted fuse and lighted red electric lantern, or a red emergency reflector.

B. If the stop is to exceed ten minutes, the driver shall place emergency signals as required and in the manner prescribed by Section 12-10-1.48 of this ordinance. (66-3-854 NMSA 1978)

12-10-1.50 EMERGENCY SIGNALS--FLAME PRODUCING. No driver shall attach or permit any person to attach a lighted fuse or other flame producing emergency signal to any part of a motor vehicle. (66-3-855 NMSA 1978)

12-10-1.51 EMERGENCY SIGNALS--DANGEROUS CARGOES. No driver shall use or permit the use of any flame producing emergency signal for protecting any motor vehicle transporting explosives, any cargo tank motor vehicle used for the transportation of any flammable liquid or flammable compressed gas, whether loaded or empty; or any motor vehicle using compressed gas as a motor fuel. In lieu thereof, red electric lanterns or red emergency reflectors shall be used, the placement of which shall be in the same manner as prescribed in Section 12-10-1.48 of this ordinance. (66-3-856 NMSA 1978)

12-10-2 TRANSPORTING OR HANDLING EXPLOSIVES OR DANGEROUS ARTICLES.

A. Any person operating any vehicle transporting explosives or other dangerous articles, as defined in the New Mexico Motor Vehicle Code, as cargo upon a street shall comply with the provisions of Sections 66-3-858 through 66-3-873 NMSA 1978 with respect to marking of vehicles. (66-3-858 NMSA 1978)

B. No motor vehicle transporting any explosive or any other dangerous article shall be left unattended upon any street in any residence or business district except when the driver is engaged in the performance of normal operations incident to his duties as an operator of the vehicle to which he is assigned; provided, however, the chief of police may except any street in any business district from the operation of this subsection.

C. Drivers of motor vehicles transporting explosives, inflammable liquids, or inflammable, noxious or toxic compressed gasses in cargo tanks, shall avoid, so far as practicable, driving into or through congested streets, places where crowds are assembled and dangerous crossings. So far as practicable this shall be accomplished by prearrangement of routes.

D. No blasting caps or other materials designed and used for detonating charges or explosives may be transported in or on a vehicle with any explosive.(*)

E. The administrator shall enforce such rules and regulations adopted and promulgated by the director with respect to the transportation of compressed gasses and corrosive liquids by tank vehicle upon the public street. (66-3-873 NMSA 1978)

12-10-3 **REGULATING THE KINDS AND CLASSES OF TRAFFIC ON THE STREETS.**

12-10-3.1 **RESTRICTIONS UPON USE OF STREETS BY CERTAIN VEHICLES.**

A. The administrator may determine and designate those heavily traveled streets upon which shall be prohibited the use of the street by motor driven cycles, bicycles, horse-drawn vehicles or other non-motorized traffic and shall erect appropriate signs giving notice thereof.

B. When signs are erected giving notice of the restrictions, no person shall disobey the restrictions stated on the signs.(*)

12-10-3.2 **MINIMUM VEHICLE SIZE.**

A. It is unlawful to operate on the streets of this municipality any motor vehicle:

(1) with a wheelbase, between two axles, of less than three feet seven inches; (66-7-405 NMSA 1978)

(2) any motorcycle with less than a twenty-five (25) inch seat height measured from the ground to the lowest point on top of the seat cushion, without a rider. (*)

B. For the purpose of this section, wheelbase shall be measured upon a straight line from center to center of the vehicle axles. (66-7-405 NMSA 1978)

12-10-3.3 PROJECTING LOADS ON PASSENGER VEHICLES. No passenger-type vehicle, except a motorcycle, shall be operated on any street with any load carried thereon extending beyond the line of the fenders on the left side of the vehicle nor extending more than six (6) inches beyond the line of the fenders on the right side of the vehicle. (66-7-403 NMSA 1978)

12-10-3.4 SPECIAL PROJECTING LOAD LIMITS. The load upon any vehicle operated alone or the load upon the front vehicle of a combination of vehicles shall not extend more than three feet beyond the foremost part of the vehicle, and the load upon any vehicle operated alone or the load upon the rear vehicle of a combination of vehicles shall not extend more than seven feet beyond the rear of the bed or body of such vehicle. (66-7-406 NMSA 1978)

12-10-3.5 TRAILERS AND TOWED VEHICLES.

A. When one vehicle is towing another the drawbar or other connection shall be of sufficient strength to pull all weight towed thereby. When a combination of vehicles are engaged in transporting poles, pipe, machinery or other objects of structural nature which cannot readily be dismembered, the load shall be distributed so as to equalize the weights on the axle of each vehicle insofar as possible.

B. When one vehicle is towing another and the connection consists of a chain, rope or cable, there shall be displayed upon such connection a white flag or cloth not less than twelve inches square. (66-7-408 NMSA 1978)

12-10-3.6 WIDTH OF VEHICLES.

A. The total outside width of any vehicle or its load, excepting mirrors, shall not exceed eight feet six inches. Safety devices up to three inches on either side of the vehicle are also excepted. (66-7-402 NMSA 1978)

12-10-3.7 HEIGHT AND LENGTH OF VEHICLES AND LOADS.

A. No vehicle, shall exceed a height of fourteen feet.

B. No vehicle, shall exceed a length of forty feet extreme over-all dimension, exclusive of front and rear bumpers, except when operated in combination with another vehicle as provided in this section. No combination of vehicles, unless otherwise exempted in this section, shall exceed an overall length of sixty-five feet, exclusive of front and rear bumpers.

C. No combination of vehicles coupled together shall consist of more than two units, except:

(1) a truck tractor and semi-trailer shall be permitted to pull one trailer;

(2) a vehicle shall be permitted to pull two units, provided that the middle unit is equipped with brakes and has a weight equal to or greater than the last unit and the total combined gross weight of the towed units does not exceed the manufacturer's stated gross weight of the towing units;

(3) a double or triple saddle-mount or fifth wheel mount of vehicles in transit by driveway-towaway methods shall be permitted;

(4) vehicles and trailers operated by or under contract for municipal refuse systems;

(5) farm trailers, implements of husbandry and fertilizer trailers operated by or under contract to a farmer or rancher in his farming or ranching operations; and

(6) as provided in Subsection D and E of this section.

D. Exclusive of safety and energy conservation devices, refrigeration units and other devices such as coupling devices, vehicles operating a truck tractor semitrailer or truck tractor semitrailer-trailer combinations on the interstate highway system and those qualifying federal aid primary system highways designated by the secretary of the United States department of transportation, pursuant to the United States Surface Transportation Assistance Act of 1982, Public Law 97-424, Section 411, and on those highways designated by the department by rule or regulation with the concurrence of the state transportation department may exceed an overall length limitation of sixty-five feet, provided that the length of the semitrailer in a truck tractor semitrailer combination does not exceed fifty-seven feet six inches and the length of the semitrailer or trailer in a truck tractor semitrailer-trailer combination does not exceed twenty-eight six inches. The department shall adopt rules and regulations granting reasonable access to terminals, facilities for food, fuel, repairs and rest and points of loading and unloading for household goods carriers to vehicles operating in combination pursuant to this subsection. As used in this subsection, "truck tractor" means a non-cargo carrying power unit designed to operate in combination with a semitrailer or trailer, except that a truck tractor and semitrailer engaged in the transportation of automobiles may transport motor vehicles on part of the truck tractor.

E. Notwithstanding any other subsection of this section, any trailer or semitrailer combination of such dimensions as those that were in actual and lawful use in this state on December 1, 1982 may be lawfully operated on the highways of this state. (66-7-404 NMSA 1978)

12-10-3.8 **EXCEPTIONS ON SIZE, WEIGHT AND LOAD.** The provisions of Sections 12-10-3.1 through 12-10-3.7 of this ordinance governing size, weight and load shall not apply to fire apparatus, road machinery engaged in street construction or maintenance, or to implements of husbandry, including farm tractors, temporarily moved upon a street, or to a vehicle operated under the terms of a special permit issued as herein provided. (66-7-401 NMSA 1978)

12-10-4 **DISPLAY OF CURRENT VALID REGISTRATION PLATE.**

A. It is a violation of this ordinance for any person to drive or park upon a public street or public parking area of this municipality any motor vehicle or trailer which does not display one or more visible current valid registration plates as required by state law.(*)

B. The registration plate shall be attached to the rear of the vehicle for which it is issued; however, the registration plate shall be attached to the front of a road tractor or truck tractor. The plate shall be securely fastened at all times, in a fixed horizontal position, at a height of not less than twelve inches from the ground, measuring from the bottom of the plate. It shall be in a place and position so as to be clearly visible, and it shall be maintained free from foreign material and in a condition to be clearly legible.

C. No vehicle, while being operated on the streets of this municipality, shall have displayed thereon, either on the front or the rear thereof, any license plate, including tab or sticker, other than one issued, or validated, for the current registration period, by the division or any other licensing authority having jurisdiction over the vehicle. No expired license plate, tab or sticker shall be displayed on such vehicle, other than an expired special license plate which may be exhibited on the front of the vehicle. (66-3-18 NMSA 1978)

D. Nothing contained herein shall be construed as prohibiting the use, on the front of the vehicle, of a promotional or advertising plate. (66-3-18 NMSA 1978)

E. Any police officer may, upon discovering that the registration plate of any vehicle is illegible because of wear or damage or other causes, issue a citation to the owner or operator of the vehicle. The citation shall provide that the owner shall, within thirty days from the date of the citation, apply for and obtain a duplicate or replacement plate from the division. (66-3-17 NMSA 1978)

F. Any motor vehicle owner who has been issued a citation for an illegible registration plate and who fails to comply with the terms of the citation requiring the acquisition of a duplicate or replacement plate within thirty days of the date of the citation is guilty of a misdemeanor. (66-8-10 NMSA 1978)

12-10-5 EVIDENCE OF REGISTRATION TO BE SIGNED AND EXHIBITED ON DEMAND. Every owner, upon receipt of registration evidence, shall write his signature thereon in a space provided. Every such registration evidence or duplicates thereof validated by the division shall be exhibited upon demand of any police officer. (66-3-13 NMSA 1978)

12-10-6 MANDATORY FINANCIAL RESPONSIBILITY.

A. No owner shall permit the operation of an uninsured motor vehicle, or a motor vehicle for which evidence of financial responsibility as was affirmed to the department is not currently valid, upon the streets or highways of New Mexico unless the vehicle is specifically exempted from the provisions of the Mandatory Financial Responsibility Act [66-5-201 to 66-5-239 NMSA 1978].

B. No person shall drive an uninsured motor vehicle, or a motor vehicle for which evidence of financial responsibility as was affirmed to the department is not currently valid, upon the streets or highways of New Mexico unless he is specifically exempted from the provisions of the Mandatory Financial Responsibility Act.

C. For the purposes of the Mandatory Financial Responsibility Act, "uninsured motor vehicle" means a motor vehicle for which a motor vehicle insurance policy meeting the requirements of the laws of New Mexico and of the secretary is not in effect or a surety bond or evidence of a sufficient cash deposit with the state treasurer. (66-5-205 NMSA 1978)

D. "Evidence of Financial Responsibility", as used in this Section, means evidence of the ability to respond in damages for liability, on account of accidents occurring subsequent to the effective date of the evidence, arising out of the ownership, maintenance or use of a vehicle of a type subject to registration under the laws of New Mexico, in the following amounts:

- (1) twenty-five thousand dollars (\$25,000) because of bodily injury to or death of one person in any one accident;
- (2) subject to this limit for one person, fifty thousand dollars (\$50,000) because of bodily injury to or death of two or more persons in any one accident;
- (3) ten thousand dollars (\$10,000) because of injury to or destruction of property of others in any one accident; and
- (4) if evidence is in the form of a surety bond or a cash deposit with the state treasurer, the total amount shall be sixty thousand dollars (\$60,000). (66-5-208 NMSA 1978)

E. Exemptions--Exempted from the mandatory financial responsibility provisions of this Section are the following:

- (1) a motor vehicle owned by the United States government, any state or any political subdivision of a state;
- (2) an implement of husbandry or special mobile equipment which is only incidentally operated upon the streets or highways within the limits of the municipality;
- (3) a motor vehicle operated upon a street or highway within the limits of the municipality only for the purpose of crossing such street or highway from one property to another;
- (4) a commercial motor vehicle registered or proportionally registered in New Mexico and any other jurisdiction, provided such motor vehicle is covered by a motor vehicle insurance policy or equivalent coverage or other form of financial responsibility in compliance with the laws of any other jurisdiction in which it is

registered;

(5) a motor vehicle approved as self-insured by the superintendent of insurance pursuant to Section 66-5-207.1 NMSA 1978; and

(6) any motor vehicle when the owner has submitted to the department a signed statement, in the form prescribed by the department, declaring that the vehicle will not be operated on the highways of New Mexico and explaining the reasons therefore. (66-5-207 NMSA 1978)

F. The office of the municipal court shall notify the Division of Motor Vehicles of the Transportation Department of the State of New Mexico of the conviction of any person violating the provisions of this Section.

G. Penalty. Any person found guilty of violating this Section shall be fined not more than three hundred dollars (\$300) (66-5-205 E NMSA 1978); provided however, that no person charged with violating this section shall be convicted if he produces in court evidence of financial responsibility valid at the time of issuance of the citation. (*)

H. When a law enforcement officer issues a driver who is involved in an accident a citation for failure to comply with the provisions of the Mandatory Financial Responsibility Act, the law enforcement officer shall at the same time:

(1) issue to the driver cited a temporary operation sticker, valid for thirty days after the date the sticker is issued, and forward by mail or delivery to the department a duplicate of the issued sticker; and

(2) remove the license plate from the vehicle and send it with the duplicate of the sticker to the department or, if it cannot be removed, permanently deface the plate. (66-5-205.1 NMSA 1978)