



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

AGENDA

NOTICE OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES

MONDAY, MARCH 13, 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 -- FEBRUARY 27, 2017

6. APPROVAL OF CASH BALANCE REPORT

7. APPROVAL OF BILLS

8. MAYOR'S REPORT

9. CLERK'S REPORT

a. OPENING OF SEALED BIDS -- DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF BID(S) FOR THE FOLLOWING VEHICLES/EQUIPMENT:

I. INTERNATIONAL NAVASTAR 4900 GARBAGE TRUCK

II. 1988 INTERNATIONAL DUMP TRUCK

III. 1000 GALLON GAS TANK W/ STAND & NOZZLE

IV. 1000 DIESEL TANK W/ STAND & NOZZLE

V. BAT WING MOWER

b. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF FUND NUMBER CHANGES

10. DEPARTMENT REPORTS

a. EMS

b. FIRE

c. MARSHAL

d. JUDGE

e. PUBLIC WORKS

f. LIBRARY

- 11. FRED HOLLIS -- DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF ADOPTION OF SOCORRO COUNTY EMERGENCY MANAGEMENT PLAN**
- 12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO POST COURT CLERK/RECEPTIONIST POSITION**
- 13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO HAVE FIRE FOR APACHE WAR DANCE**
- 14. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF WEATHER STATION TO BE INSTALLED AT THE AIRPORT**
- 15. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO LEASE LAND AT AIRPORT FOR INDIVIDUAL TO BUILD HANGAR**
- 16. DISCUSSION & POSSIBLE DECISION REGARDING TO RESCHEDULE COMMUNITY CLEAN UP DAY**
- 17. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO INSTALL LIGHT POLE AT THE CORNER OF ELM AND FOURTH STREET**
- 18. DISCUSSION & POSSIBLE DECISION REGARDING CHOOSING VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE NMRWA**
- 19. DISCUSSION & POSSIBLE DECISION REGARDING JOINT UTILITY MANAGER TO ATTEND NMRWA ANNUAL CONFERENCE**
- 20. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION #2017-7, A RESOLUTION SETTING FEES & ESTABLISHING PROCESS FOR PAYMENT FOR MARSHAL DEPARTMENT SERVICES**
- 21. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF PROFESSIONAL LEGAL SERVICES CONTRACT BETWEEN THE VILLAGE OF MAGDALENA AND NANCE, PATO & STOUT, LLC**
- 22. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF CONTRACT BETWEEN MAGDALENA VOLUNTEER FIRE DEPARTMENT AND EMS BILLING SERVICES, INC**
- 23. PUBLIC INPUT -- 1 TOPIC PER PERSON -- 3 MINUTE LIMIT**
- 24. ADJOURNMENT**

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSTA 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.



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



INVITATION TO BID

The Village of Magdalena is accepting bids on the following used vehicles/equipment:

<u>Year/Make/Model</u>	<u>Minimum Bid</u>
1994 International Navistar 4900 Garbage Truck	\$400.00
1988 International Dump Truck	\$6,000.00
1000 Gallon Gas Tank w/ Stand & Nozzle	\$400.00
1000 Gallon Diesel Tank w/ Stand & Nozzle	\$400.00
Bat Wing Mower	\$200.00

- Vehicles/Equipment will be sold as is/where is to the highest bidder. The Village of Magdalena will make no warranties whatsoever as to the condition of the above described vehicle. The vehicles/equipment can be viewed at City Hall.
- Terms of the sale will be cash or cashier's check payable to the Village of Magdalena located at 108 N. Main Street, Magdalena, NM 87825.
- Sealed bids will be accepted through 4:30 p.m. on Monday, March 13, 2017 and will be opened at the regularly scheduled Board Meeting on March 13, 2017 at 6:00 pm. Official bid forms can be picked up from Village Hall.
- The Village of Magdalena reserves the right to accept or reject any and/or all bids.

Stephanie Finch

Clerk/Treasurer

Magdalena Marshal's Office

<i>Monthly Report</i>	<i>Month: February</i>	<i>Year: 2017</i>
Marshal's Office		
Total Miles Driven: 2719		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	19	Court/ \$1045.00
TRAFFIC CITATIONS: State Statutes	9	Court
CRIMINAL CITATIONS	12	Court
ANIMAL CONTROL	2	Closed
TRAFFIC ACCIDENTS	5	Closed
D.W.I. ARRESTS	1	Closed
FELONY ARRESTS	2	Closed
MISDEMEANOR ARRESTS	9	Closed
12 HOUR HOLD ARRESTS		
CRIMINAL INVESTIGATIONS	15	Closed
JUVENILE CASES	5	Closed
DOMESTIC CASES	3	Closed
CRIMINAL DAMAGE / PROPERTY	1	Closed
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE	6	
PUBLIC SERVICE	19	
NM STATE POLICE	6	
SHERIFF'S OFFICE	3	
NM FISH & GAME	4	
US BORDER PATROL	1	
FOREST SERVICE	2	
<u>OTHER:</u>		
ALARM CALLS	3	
FINGERPRINTING	5	
DRIVING TESTS	6	
MISCELLANEOUS SERVICE	12	
TOTALS:	150	0



Magdalena Marshal's Office

<i>Monthly Report</i>	<i>Month: February</i>	<i>Year: 2017</i>
Larry Cearley		
Total Miles Driven: 1505		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	8	Court
TRAFFIC CITATIONS: State Statutes	7	Court
CRIMINAL CITATIONS	7	Court
ANIMAL CONTROL	2	Closed
TRAFFIC ACCIDENTS	3	Closed
D.W.I. ARRESTS	1	Closed
FELONY ARRESTS	2	Closed
MISDEMEANOR ARRESTS	4	Closed
12 HOUR HOLD ARRESTS		
CRIMINAL INVESTIGATIONS	11	Closed
JUVENILE CASES	4	Closed
DOMESTIC CASES	2	Closed
CRIMINAL DAMAGE / PROPERTY	1	Closed
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE	3	
PUBLIC SERVICE	7	
NM STATE POLICE	4	
SHERIFF'S OFFICE	3	
NM FISH & GAME	2	
US BORDER PATROL	1	
FOREST SERVICE	2	
<u>OTHER:</u>		
ALARM CALLS	2	
FINGERPRINTING	4	
DRIVING TESTS	5	
MISCELLANEOUS SERVICE	11	
<u>TOTALS:</u>	96	Court



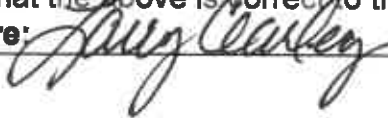
MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
For the month of : February year: 2017

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	27560							01 Chassis Maintenance
2	27560	27707	147	12.4				02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6	27707	27821	114	11				06 Lubrication
7								07 Miscellaneous
8	27821	28021	200	14.8				09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: Amt.\$
13	28021	28221	200	15.1				Date:
14								Invoice No.: Amt.\$
15	28221	28501	280	17.4				Date
16								Invoice No.: Amt.\$
17								Code: Date:
18	28501	28648	147	11.7				Invoice No.: Amt.\$
19								Code: Date:
20								Invoice No.: Amt.\$
21	28648	28875	227	14.4				Code: Date:
22								Invoice No.: Amt.\$
23								Code: Date:
24								Invoice No.: Amt.\$
25								Code: Date:
26								Invoice No.: Amt.\$
27								Code: Date:
28	28875	29065	190	14.1				Invoice No.: Amt.\$
29								Code: Date:
30								Invoice No.: Amt.\$
31								
Totals			1505	110.9				0 Vehicle Service 30,000 miles

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: February</u>	<u>Year: 2017</u>
Marshal's Office - W. Melton ID#:Mag-2		
Total Miles Driven:	1214	
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	9	822
TRAFFIC CITATIONS: State Statutes	2	
CRIMINAL CITATIONS	5	
ANIMAL CONTROL CITATIONS		
TRAFFIC ACCIDENTS	2	
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS	4	
12 HOUR HOLD ARREST	1	
CRIMINAL INVESTIGATIONS	4	
JUVENILE CASES	1	
DOMESTIC CASES	0	
CRIMINAL DAMAGE / PROPERTY	0	
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE	2	
PUBLIC SERVICE	7	
NM STATE POLICE	2	
SHERIFF'S OFFICE		
NM FISH & GAME	1	
US BORDER PATROL		
US FOREST SERVICE		
<u>OTHER:</u>		
ALARM CALLS	0	
FINGERPRINTING	1	
Driving Tests		
Misc. Cases	1	
TOTALS:	42	822

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
For the month of : Febuary 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								02 Electrical Maintenance
3								03 Engine Maintenance
4	15263	15474	211	20.5				04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9	15474	15722	248	20.1				10 Tire Repair
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								Date _____
14								Invoice No.: _____ Amt.\$ _____
15								Date _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20	15722	15931	209	18.3				Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24	15931	16079	148	10.9				Invoice No.: _____ Amt.\$ _____
25	16079	16307	228	16.9				Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27	16307	16477	170	14.2				Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			1214	100.9			0	

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

Signature:  Title: Deputy

Magdalena Marshal's Office

<i>Monthly Report</i>	<u>Febuary</u>	<u>Year: 2017</u>
Marshal's Office - M. Apachito		
Total Miles Driven:		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	2	223
TRAFFIC CITATIONS: State Statutes	0	
CRIMINAL CITATIONS	0	
ANIMAL CONTROL CITATIONS	0	
TRAFFIC ACCIDENTS	0	
D.W.I. ARRESTS	0	
FELONY ARRESTS	0	
MISDEMEANOR ARRESTS	0	
12 HOUR HOLD ARREST	0	
CRIMINAL INVESTIGATIONS	1	
JUVENILE CASES	0	
DOMESTIC CASES	1	
CRIMINAL DAMAGE / PROPERTY	0	
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE	1	
PUBLIC SERVICE	5	
NM STATE POLICE	0	
SHERIFF'S OFFICE	0	
NM FISH & GAME	1	
US BORDER PATROL	0	
US FOREST SERVICE	0	
<u>OTHER:</u>		
ALARM CALLS	1	
FINGERPRINTING	0	
Driving Tests	1	
Misc. Cases	0	
<u>TOTALS:</u>	13	223



New Mexico Rural Water Association
8336 Washington Pl. NE • ALBUQUERQUE, NM 87113

505.884.1031 • 800.819.9893 • FAX 505.884.1032
www.nmrwa.org

Village of Magdalena Month of February 2017

On 2/1 I arrived at 8:15am at village Hall. Jake Finch is the new supervisor. We did the rounds, no residuals at the Benjamin Well. The line got hot and small leak at injector. We pulled it apart and found the injector was plugged solid with calcium. We replaced it and readjusted chlorine. We pulled bacti sample at Senior Center. We reviewed the website for sampling procedures together. Did a walk through and cleaned the headworks at the lagoons. We looked at the meter, it keeps shutting down. Will call a company and get a quote to repair and calibrate. They received 7 violations on their solid waste permit so I reviewed it with Jake and gave him some pointers. Took water sample to town and dropped off at 3:00pm to Hall Labs.

On 2/13 I showed up at 8:15 at the Trujillo Well. I had received a call this week of real high chlorine residuals so I wanted to look at the new settings at the well. The residuals were over 2.0 so I had Jake flush 1/3 of the tank, turn disinfection off and run raw water to the booster tank. He then flushed some hydrants in the area where we were a little over 1.0. Jake and Vaughn met me at site where we went through all the wells. We backed the chlorine down some more and took well log reads. We went to the Stear Tank/Booster Station and I explained to the guys how the pressure and the booster s worked. We got the dimensions off the tank so we could calculate loss from the flush we had done.

We can't pull residuals off the Spears tank, no place to tap. The Benjamin well was plugged at injector, replaced and turned setting down. We pulled out the Reed Cutter, tapping tool and made notes on

Librarian's Report

Report for FEBRUARY 2017

Days open **20** (ie: **118** hours).

Days closed besides Sundays, and Mondays). **0**

EVENTS: Kids STEM.

Library Usage: (in parenthesis month before)

Number of people visiting Library: **499** Total **513** (including museum visits).

Museum visits: **14**

Number of books/dvds checked out: **421 / 175** (361 / 141)

Number of ebooks/audio books checked out: **83** (94)

New membership cards issued: **4** (1)

Inter Library Loan requests processed: Books: **2** Digital : **2** (?)

Volunteers: **10** volunteers helped in the library, shelving, moving books etc., Nelda & Russell Baker, Sarah Cearley, Judyth Shamosh, Gary Etter, Don Phillips, Bruce Holsapple, Fancher Gotesky. Brian Romkey, Sally Rogers. Total of **24 +- hours**.

Number of computer hours used: **140.75** hrs. (89.75) hours. **101** (59) people signed in to use the computers. (varios people using wireless inside and outside as well.)..

Matt Middleton and helper put up some more Santa Fe Railways posters ion the main lobby.

Feb 1st 17 Sarah Cearley and Corinne Madril brought the 8 STEM students from Magdalena Elementary and made dragons to demonstrate air flow etc. and used phonics.

Feb. 4th 17 Sally Rogers installed the 4 new blinds that the FOL bought for the Library. Brian brought in another rug to use until we clean the others.

Feb. 7th 17 Linda Smiley (to remain anonymous publicly) donated various SF railroad items. Have an inventory list.

Feb 8th 17 Library Board Meeting.

Feb 23rd 17 Yvonne attended coding workshop in Abq. - Unser Library.

Maintenance: Gas leaks were found and repaired. (2/23/17) Plumbing problem researched.

Respectfully submitted,
Yvonne Magener,
Library Director

24 February 2017

On July 8,2017 we are hosting an Apache War Dance on the vacant lots at Hwy 60 and Kelly road at 7pm.

We will hold an insurance policy on this property for this event.

The property will be cleared of trash and rubbish and leveled.

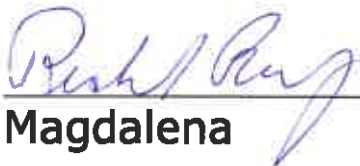
A rocked fire pit will be created for the dancers.

There will be no fire in the case of a windy evening. Water will be on hand as a precaution.

The fire will be thoroughly extinguished once the dance is over.

We are asking permission from the Mayor and Fire Chief of Magdalena to have a fire pit for this occasion.

Kimberly Nesvig
(575) 518-8224



Magdalena

Richard Rohr, Mayor Village of
Rumpf



Magdalena

Michael Bisbee, Fire Chief,

Magdalena Airport Weather Station

ZW, Mayor of the Village of Magdalena.,

I, Philip Dooley, propose putting a Weather Station at the Magdalena Airport. The plan is to display, Air Speed, Direction and temperature at minimum. The information would be available on your smartphine, tablet or PC.

I need permission to set a pole near the windsock. I or the village would provide the setting. The WX would be mounted at a minimum of 5 ft above the ground. The WX will transmit data to a router in the A/P Managers building. A wireless bridge in the building will connect to a WIFI that Lee Scholes has graciously consented to be used.

From there the data will be available over the Internet. Therefore I need access to and electricity in the A/P Managers Building. BTW, I have the WX in hand. Awaiting the arrival of the wireless bridge.

Respectfully,



**Philip M. Dooley
232 Hop Canyon, Rd.
Magdalena, NM 87825**

App maybe slightly d, if not



Friday, February 24, 2017 9:27:16 AM - My AcuRite Android App

Stephanie Finch

From: Mike M <mikempix@gmail.com>
Sent: Thursday, March 09, 2017 7:05 PM
To: Stephanie Finch
Subject: Magdalena Airport Hangar

Dear Mayor,

I am interested in leasing land and building a hangar at your airport. I would like to have utilities that include electricity, water and natural gas, if possible. Can I please get information about this?

Thank You,

-Mike Mulvahill
(--o--)



March 1, 2017

Dear Mayor Rumpf and Magdalena Village Board of Trustees,

On the behalf of the Magdalena Chamber of Commerce we would like to request that the town clean-up take place on a weekend prior to the Magdalena Open Studio and Gallery Tour which will take place on Saturday May 7th and Sunday May 8th. We would also request that the Village allow the residence to bring brush to a designated area at the same time as the clean-up.

Having our town do it's clean up before we invite people to our community will allow us to put our very best foot forward in welcoming visitors.

If for some logistical reason this is not possible than the Chamber would request that the clean-up NOT take place on the 1st Saturday of any month. The first Saturday is promoted as an event day in Magdalena. A clean-up on this day would disrupt the businesses effort to bring people into our community on the first Saturday of the month.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read 'Catherine DeMaria'. The signature is fluid and cursive, with the first name 'Catherine' being more prominent than the last name 'DeMaria'.

Catherine DeMaria

President, Magdalena Chamber of Commerce



NMRWA 39th Annual Conference

Hotel Albuquerque at Old Town | April 3 - 5, 2017

DELEGATE FORM

The New Mexico Rural Water Association is a member-based nonprofit organization assisting water and wastewater systems. We need your participation in the Annual Meeting to elect representatives from your region to the Board of Directors and Executive Committee. Please send a delegate to represent you - your voice and your vote helps all water systems in New Mexico. Thank you for your support of Rural Water!

This form **must** be filled out completely, with **two** signatures - the President *and* the Secretary (or equivalent positions) in order to be valid, in accordance with our Bylaws.

Please note that if you currently hold a seat on the Board of Directors, your system **must** submit this form naming you as a delegate or you will be removed from the Board of Directors in accordance with the Bylaws. Sitting board members must be active delegates of their system.

The Membership Meeting will take place on **Tuesday, April 4th at 8:00 AM** during the Annual Conference in the Franciscan Ballroom at the Hotel Albuquerque at Old Town. There is no charge for attending only the Membership Meeting.

This form must be received in the NMRWA office by 5:00 pm on March 24, 2017.

Name of System* Village of Magdalena

Voting Delegate* _____

Alternate Delegate _____

President's Signature* _____

Secretary's Signature* _____

Date* _____

*** Required Information**



New Mexico Rural Water Association

8336 Washington Place NE • Albuquerque, NM 87113

505.884.1031 • 800.819.9893 • fax 505.884.1032

www.nmrwa.org

Notice of Annual Membership Meeting

The NMRWA Annual Membership Meeting will be held on Tuesday, April 4, 2017 at 8:00 am in the Franciscan Ballroom at the Hotel Albuquerque at Old Town, 800 Rio Grande Boulevard NW. We invite you to attend the 39th NMRWA Annual Conference, held April 3 through April 5 at the same location, but please note that there is no charge to attend the Membership Meeting. Voting Members should complete the Voting Delegate form and return it to the NMRWA office by 5:00 pm on March 24, 2017. Be sure to send your delegate and/or alternate to the Membership Meeting. It is important that your system be represented at the Annual Membership Meeting, and we also need your help to ensure that the interests of Rural Water, and our members, are represented to lawmakers and agencies.

**VILLAGE OF MAGDALENA
BOARD OF VILLAGE TRUSTEES
RESOLUTION № 2017-07**

**A RESOLUTION SETTING FEES AND ESTABLISHING PROCESS FOR PAYMENT FOR
MARSHAL DEPARTMENT SERVICES**

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; and,

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

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

WHEREAS, Article IX, Section 14 of the New Mexico Constitution prohibits municipalities from directly or indirectly lending or pledging its credit or making any donation to or in aid of any person, association or public or private corporation, commonly known as the "Anti-Donation Clause".

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees for the Village of Magdalena that the Village imposes the following fees for Village Marshal services.

1. Public Records. Fees for public records, i.e. police reports, recordings, etc. are set at the rates established by the Village's current Inspection of Public Records Resolution. Requests for records produced or held by the Marshal will be directed by the Marshal's Office or the person requesting the records to the Village Records Custodian, who will cause the production or assert the privilege of the information, as well as collect fees if copies are requested.
2. Fingerprints. Fees for a set of fingerprints will be set at five dollars (\$5.00). Payment will be made to the Village Records Custodian who will provide a receipt that must be shown to the Marshal's Department before the service can be provided.
3. Driving Tests. Fees for driving tests will be set at five dollars (\$5.00). Payment will be made to the Village Records Custodian who will provide a receipt that must be shown to the Marshal's Department before the service can be provided.
4. Miscellaneous. Should any services be requested that are not specifically

covered, and the Marshal is willing to provide assistance, the Marshal will consult with the Mayor to establish a fair rate.

PASSED, APPROVED and ADOPTED by the Village of Magdalena Board of Trustees on March 13, 2017.

Approved:

Richard Rumpf, Mayor

Attested:

Stephanie Finch, Clerk/Treasurer

**PROFESSIONAL LEGAL SERVICES CONTRACT
BETWEEN THE VILLAGE OF MAGDALENA AND
NANCE, PATO & STOUT, LLC**

THIS AGREEMENT is made and entered into by and between the Board of Trustees of the Village of Magdalena, hereinafter referred to as the "Village" and Nance, Pato & Stout, LLC, hereinafter referred to as "NPS".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

NPS shall provide Professional Legal Services to the Village as requested. Counsel shall attend one (1) Regular Business Meeting per month and Special Meetings as required. This contract is within the scope of Section 2.3 of the Village's Purchasing Policy.

2. Compensation.

A. A monthly flat fee of \$600.00 plus applicable GRT.

B. The Village shall pay NPS upon receipt of a detailed statement of accounting for services performed, on a quarter-hour basis, and expenses incurred hereunder.

3. Term.

This Agreement is for one year, and shall automatically extend for each subsequent year for a total of four years, unless terminated pursuant to paragraph 4, infra. In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

B. Termination Management

Immediately upon receipt by either the Village or NPS of notice of termination of this Agreement, NPS shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Village and 2) comply with all directives issued by the Village in the notice of termination as to the performance of work under this Agreement.

5. Status of Contractor.

NPS and its agents and employees are independent contractors performing professional services for the Village and are not employees of the Village. NPS and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Village vehicles, or any other benefits afforded to employees of Village as a result of this Agreement. NPS acknowledges that all sums received hereunder are reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

6. Assignment.

NPS shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Village.

7. Release.

NPS's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Village, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. NPS agrees not to purport to bind the Village or the State of New Mexico unless NPS has express written authority to do so, and then only within the strict limits of that authority.

8. Confidentiality.

Any confidential information provided to or developed by NPS in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by NPS without the prior written approval of the Village.

9. Product of Service -- Copyright.

All materials developed or acquired by NPS under this Agreement shall become the property of the Village and shall be delivered to the Village no later than the termination date of this Agreement. Nothing produced, in whole or in part, by NPS under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of NPS.

10. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

11. Merger.

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

12. Penalties.

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

13. Equal Opportunity Compliance.

NPS agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, NPS agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement.

15. Records and Financial Audit.

NPS shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Village, the Department of Finance and Administration and the State Auditor. The Village shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Village to recover excessive or illegal payments.

16. Professional Liability Insurance.

NPS shall procure and maintain in full force throughout the duration of the Agreement a lawyers professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

17. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Village: Stephanie Finch, Clerk/Treasurer, P. O. Box 145, Magdalena, NM 87825

To NPS: Nance, Pato & Stout, LLC, P.O. Box 772, Socorro, NM 87801-0772

18. Appropriations.

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the governing body for the performance of this Contract. If sufficient appropriations are not made by the governing body, this Contract shall terminate upon written notice being given by the Village to NPS. The Village's determination as to

whether sufficient appropriations are available shall be accepted by NPS and shall be final.

19. Conflict of Interest.

NPS warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. NPS certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer have been followed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

VILLAGE OF MAGDALENA

Richard Rumpf, Mayor

Date

NANCE, PATO & STOUT, LLC

BY: Katherine S. Riley

Date