



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 14, 2022
VILLAGE HALL 108 N. MAIN STREET 5:00 PM**

PURSUANT TO PUBLIC HEALTH ORDER DATED FEBRUARY 17, 2022, SOCIAL DISTANCING SHOULD CONTINUE TO BE MAINTAINED.

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

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

Meeting ID: 486 115 5997

Passcode: MAGDALENA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
 - a. REGULAR MEETING- February 28, 2022
6. APPROVAL OF CASH BALANCE REPORTS
 - a. 2/28/2022
 - b. 3/14/2022
7. APPROVAL OF BILLS
8. MAYOR'S REPORT
9. CLERK'S REPORT
10. DEPARTMENT REPORTS
 - a. EMS
 - b. FIRE
 - c. MARSHAL
 - d. JUDGE
 - e. PUBLIC WORKS
 - f. LIBRARY
11. CATHERINE DEMARIA - MAGDALENA ART GALLERY & STUDIO TOUR - A TWO-DAY EVENT - DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF REQUEST FOR LODGER'S TAX FUNDING
12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF FIRE DEPARTMENT BYLAWS
13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF PURCHASE OF SCBA BOTTLES AND VALVES FROM ARTESIA FIRE EQUIPMENT, INC. FOR MAGDALENA VOLUNTEER FIRE DEPARTMENT

14. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF PURCHASE OF HEAVY-DUTY WASHING MACHINE EXTRACTOR FROM ARTESIA FIRE EQUIPMENT, INC. FOR MAGDALENA VOLUNTEER FIRE DEPARTMENT
15. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF MUTUAL AID AGREEMENT FOR EMERGENCY MEDICAL SERVICES BETWEEN THE VILLAGE OF MAGDALENA AND THE CITY OF SOCORRO
16. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF MUTUAL AID AGREEMENT BETWEEN THE SAN ANTONIO VOLUNTEER FIRE DEPARTMENT AND THE VILLAGE OF MAGDALENA INVOLVING FIRE PROTECTION SERVICES
17. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF MUTUAL AID AGREEMENT BETWEEN THE MIDWAY VOLUNTEER FIRE DEPARTMENT AND THE VILLAGE OF MAGDALENA INVOLVING FIRE PROTECTION SERVICES
18. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF MUTUAL AID AGREEMENT BETWEEN THE HOP CANYON VOLUNTEER FIRE DEPARTMENT AND THE VILLAGE OF MAGDALENA INVOLVING FIRE PROTECTION SERVICES
19. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO APPLY FOR BROWNFIELDS ASBESTOS ABATEMENT GRANT INCLUDING REMOVAL OF BIA BUILDINGS
20. DISCUSSION & POSSIBLE DECISION REGARDING POSTING OF CLERK/TREASURER POSITION
21. PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT
PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: clerk@villageofmagdalena.com and/or mayor@villageofmagdalena.com THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, MARCH 14, 2022 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.
22. ADJOURNMENT

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

CASH BALANCE REPORT**2/28/2022**

FUND	FUND Number	Account Name	Ending Balance	Actual Budget
	101	General Fund	\$397,980.14	\$30,207.37
	201	Corrections Fund	\$32,603.00	\$1,579.00
	209	Fire Protection Fund	\$120,910.10	-\$22,495.66
	211	LEPF Law Enforcement	\$1,963.59	-\$1,964.22
	214	Lodgers Tax	\$5,103.72	-\$2,939.10
	260	American Rescue Plan Act	\$93,125.50	\$93,126.00
	291	Library Fund	\$9,854.89	\$13,024.54
	403	Debt Service Governmental	\$83,706.10	-\$83,598.87
	404	Debt Service Proprietary	\$15,259.18	-\$9,735.07
	500	Ambulance Fund	\$16,749.04	\$39,306.83
	501	Water Fund	\$156,457.75	\$28,944.38
	502	Solid Waste Fund	\$6,454.16	\$50,089.12
	503	Waste Water	\$24,094.77	-\$5,840.77
	701	Court Fees	\$153.00	\$0.00
	702	Court Bonds	\$0.00	\$0.00
	703	Agency Fund	\$7,940.17	\$0.00
	706	Meter Deposit	\$28,080.00	\$0.00
		Grand Total	\$1,000,435.11	\$129,703.55

DRAFT

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE OF MAGDALENA
BOARD OF TRUSTEES
HELD MONDAY, FEBRUARY 28, 2022 AT 5:00 PM**

PURSUANT TO PUBLIC HEALTH ORDER DATED AUGUST 17, 2021 ALL INDIVIDUALS ARE REQUIRED TO WEAR MASKS AND CONTINUED SOCIAL DISTANCING IS ENCOURAGED.

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

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

Meeting ID: 486 115 5997

Passcode: MAGDALENA

Mayor Pro-Tem James Nelson called the meeting to order at 5:01 p.m.

PRESENT: Mayor Pro-Tem James Nelson, Trustee Clark Brown, Kathy Stout – Attorney, Carleen Gomez-Deputy Clerk

PARTICIPATING VIA VIDEO CONFERENCE: Trustees: Harvan Conrad and Donna Dawson

ABSENT: Mayor Richard Rumpf

GUESTS: Osiris Navarro

Mayor Pro-Tem James Nelson requested that all those present recite the Pledge of Allegiance.

APPROVAL OF AGENDA: Clark Brown moved to approve the agenda. Harvan Conrad seconded. No discussion was had. The motion carried unanimously.

APPROVAL OF MINUTES: Donna Dawson motioned to approve the minutes of the February 14, 2022, meeting, with no amendments. Clark Brown seconded the motion. No discussion was held. The motion carried unanimously.

APPROVAL OF CASH BALANCE REPORT: Donna Dawson asked how the negative balances would be taken care of. Harvan Conrad asked what would be done to correct the negative balances. Deputy Clerk Carleen Gomez stated that the ending balance on the report is what the Village budget actually has in the bank and the actual budget is the amount that the Board approved to spend. Attorney Kathy Stout stated that it was a matter of doing Budget Adjustment Resolutions to make the correct changes. Donna Dawson motioned to postpone the item until the next agenda to have Michael Steininger explain more. Harvan Conrad seconded the motion. The motion carried unanimously.

APPROVAL OF BILLS: Deputy Clerk Carleen Gomez stated that there were three additions to the bill list; Ingram in the amount of \$396.14, Rak's in the amount of \$57.99 and NM State Printing in the amount of \$71.00. Harvan Conrad moved to approve the bill list with said additions. Donna Dawson seconded the motion. The motion carried unanimously.

BILL LIST

Amazon Credit Plan	\$635.32
AX Propane	\$1108.40
Central Regional Educational	\$146.11
Clinger Pro Roofing	\$2288.00
Ingram Library Services	\$1336.89
Jacob Finch	\$1074.38
NM State Printing	\$71.00
Notary Public of America	\$174.00
Presbyterian Medical Services	\$75.00
Quill	\$408.31
Rak's Building Supply	\$372.27
Reliance Barcode Solutions	\$264.71
Socorro Electric Cooperative	\$3659.62
Valley Sanitation	\$5805.77
Total	\$17419.78

MAYOR'S REPORT

Mayor Pro-Tem James Nelson stated that Mayor Richard Rumpf was in Albuquerque and could not attend this meeting.

CLERK'S REPORT

Deputy Clerk Carleen Gomez reported that the Village had received its Small Cities Assistance which was upwards of \$230,000.00. She stated that this would help supplement the budget into FY2023. She also reported that Clerk/Treasurer Francesca Smith had given her two week notice and her last day of work would be Friday, March 11, 2022.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO APPLY FOR FY2023 RECYCLING AND ILLEGAL DUMPING GRANT

Deputy Clerk Carleen Gomez stated that being that the Clerk/Treasurer had now put in her two week notice she did not know what she would have time to keep up with but the Board could approve the agenda item just in case. Donna Dawson motioned to apply for the Grant. Harvan Conrad seconded the motion. The motion carried unanimously.

MAGDALENA CHAMBER OF COMMERCE - DISCUSSION & POSSIBLE DECISION REGARDING REQUEST FOR LODGER'S TAX FUNDING

Jim Nelson stated that the application reads that an event summary should be given by the entity requesting funding and he would like to see that happen. Donna Dawson moved to approve the request, conditionally upon submission of an event summary from the Magdalena Chamber of Commerce. Clark Brown seconded the motion. The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF FIRE DEPARTMENT BYLAWS

Donna Dawson asked if the Village is going to keep the Lodger's Tax Fund. She stated that the Clerk/Treasurer could do an audit of any random motel and do it once per year. Jim Nelson agreed.

Donna Dawson motioned postpone the item until the next agenda, being that the bylaws were just presented and were not available to review over the weekend. Harvan Conrad seconded the motion. The motion carried unanimously.

EXECUTIVE SESSION – THE FOLLOWING MATTERS WILL BE DISCUSSED IN CLOSED SESSION: MOTION & ROLL CALL VOTE TO GO INTO EXECUTIVE SESSION AND THAT, PURSUANT TO NEW MEXICO STATE STATUTES SECTION 10-15-1, ONLY THE FOLLOWING MATTER WILL BE DISCUSSED IN CLOSED SESSION:

Donna Dawson motioned to go into Executive Session at 5:22pm. The motion was seconded by Clark Brown.

Mayor Pro-Tem requested a roll call vote:

Harvan Conrad – AYE

Donna Dawson – AYE

Clark Brown – AYE

The motion carried.

a. LAWSUIT – C. VALENZUELA

- **MOTION & ROLL CALL VOTE TO RETURN TO REGULAR SESSION**
- **MOTION & ROLL CALL VOTE THAT MATTERS DISCUSSED IN CLOSED SESSION WERE LIMITED TO THOSE SPECIFIED IN MOTION FOR CLOSURE, AND THAT NO FINAL ACTION WAS TAKEN, AS PER NEW MEXICO STATUTES SECTION 10-15-1**

Donna Dawson motioned to come back into Regular Session at 5:37pm. Donna Dawson certified that the only matters discussed in closed session was the item on the agenda and no decisions were made. Harvan Conrad seconded the motion.

Mayor Pro-Tem James Nelson requested a roll call vote:

Harvan Conrad – AYE

Donna Dawson – AYE

Clark Brown – AYE

The motion carried.

PUBLIC INPUT – 1 TOPIC PER PERSON – 3 MINUTE LIMIT

PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: clerk@villageofmagdalena.com and/or mayor@villageofmagdalena.com THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, FEBRUARY 28, 2022 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.

Osiris Navarro, Owner of Tumbleweeds Diner, introduced herself. Ms. Navarro explained that she is applying for a Beer & Wine License and wanted to make the Mayor and Board of Trustees aware of it. She stated that she will be bringing the item before the Mayor & Trustees to the agenda for approval.

ADJOURNMENT

Trustee Donna Dawson motioned to adjourn the meeting at 5:40pm. Clark Brown seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Carleen Gomez, CMC
Deputy Clerk

Richard Rumpf
Mayor

Carleen Gomez

From: James Nelson
Sent: Tuesday, March 8, 2022 6:29 PM
To: Carleen Gomez
Subject: RE: Dept Reports Due

Six EMS calls in February.

March 10, 2022

To: Village of Magdalena Trustees, Mayor of Magdalena

From: Jeff Joseph, Chief - Magdalena Volunteer Fire Department

Subject: Monthly Report for January and February 2022

We now have 11 sworn members of the Fire Department. Their names and ranks are listed on the Village's website.

We have reestablished using Action Training Videos for Fire Fighter I training.

Individuals completed their inspections of all the trucks for February.

Plans for a new washing machine, and drying rack are underway.

Business and Training Meetings

Jan 22nd Jeff Joseph was elected Fire Chief. Officers were appointed. New Training software was set up.

Jan. 29th Trucks were assigned to various members of the Department to perform monthly inspections. Captain Rumpf ran the team through a typical truck inspection

Feb 5th We had a training video on Personal Protective Gear and had each individual do a hands on check of their bunker gear. This activity will be repeated monthly.

Feb 12th We had a training video on the handling of hoses. Captain Rumpf lead a hands on session handling hoses.

Feb 19th We had a training video on the partitioning and lay up of hoses. The team practiced techniques from the videos on the trucks.

We have established a new email account for the Fire Chief, magvfdchief@gmail.com. Please feel free to contact me there, as I check emails many times a day.

Magdalena Marshal's Office

Monthly Report	Month: Feb	Year: 2022
Marshal Zamora	ID#:Mag-1	
Total Miles Driven:		
GENERAL CALLS:	AMOUNT	REVENUE
TRAFFIC CITATIONS: Village Ordinances	3	202
TRAFFIC CITATIONS: State Statutes		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
TRAFFIC ACCIDENTS	1	
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS		
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS	3	
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY	1	
ASSISTANCE CALLS:		
AMBULANCE/FIRE	1	
PUBLIC SERVICE	10	
NM STATE POLICE		
SHERIFF'S OFFICE	0	
NM FISH & GAME		
US BORDER PATROL		
US FOREST SERVICE		
OTHER:		
ALARM CALLS		
FINGERPRINTING	0	
Driving Tests		
Misc. Cases	12	
TOTALS:	31	202

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : February Year: 2022

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

Report due in NO LATER THAN THE 10th OF THE MONTH								
Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair 15
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								10
14								Invoice No.: _____ Amt.\$ _____
15								Date _____
16	71815	72257	442	22.71	82.28			Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			442	22.71	82.28			\$15.00

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

Signature:  Title: MARSHAL

Magdalena Marshal's Office

Monthly Report	<u>Month: FEB</u>	<u>Year: 2022</u>
	ID#:Mag-2	
Total Miles Driven:		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	17	752
TRAFFIC CITATIONS: State Statutes	3	82
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
TRAFFIC ACCIDENTS	2	
D.W.I. ARRESTS	1	
FELONY ARRESTS		
MISDEMEANOR ARRESTS		
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS	2	
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY		
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE		
PUBLIC SERVICE	1	
NM STATE POLICE		
SHERIFF'S OFFICE	1	
NM GAME & FISH		
NM LIVESTOCK BOARD		
US BORDER PATROL		
US FOREST SERVICE		
<u>OTHER:</u>		
ALARM CALLS	1	
FINGERPRINTING		
Driving Tests		
Misc. Cases		
TOTALS:	28	834



MAGDALENA MARSHAL'S OFFICE
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : **FEB** Year: **2022**

License Number: G97489
 Make and Model: CHEVY SILVERADO 1500

Report due in NO LATER THAN THE 10th OF THE MONTH								
Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4	101893	102130	237	20.05	71.36			04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9	102130	102343	213	17.38	62.9			10 Tire Repair
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12	102343	102609	266	19.721	71.37			Invoice No.: _____ Amt.\$ _____
13								
14								Invoice No.: _____ Amt.\$ _____
15								Date _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23	102609	102912	303	20.822	75.35			Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27	102912	103177	265	20.699	74.91			Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			1284	98.672	355.89			

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

Signature:  **Title:** DEPUTY MARSHAL M2

Librarian's Report February 2022

Days Open	18 (101 Hours)	# of Volunteers	3
Days Closed	2 (see Other)	Volunteer Hours	61
Total Visitors	351		
Museum Visitors	0	New Library Cards	3

Events:

Number of Events:	9	Attendance:	108
-------------------	---	-------------	-----

Date:		# of People:
2/3/2022	Friends of the Library	4 Adults
2/10/2022	Library Board Meeting	4 Adults
2/11/2022	Code Club	14 Kids + 1 Adult
2/11/2022	Valentine's Movie Night	9 Kids + 4 Teens + 8 Adults
2/16/2022	PreK Visit	8 Kids + 2 Adults
2/18/2022	Code Club	13 Kids + 1 Adult
2/24/2022	Book Club	7 Adults
2/25/2022	Code Club	12 Kids + 1 Adults
2/26/2022	Judyth Shamosh Book Talk	16 Adults + 4 Online

Circulation

PHYSICAL		DIGITAL	
# of Books	128	# of eBooks	83
# of Books on CD	0	# of Online Audio	57
# of DVDs	100		
Total Physical	228	Total Digital	140
Total Circulation	368 (106 Kids items)		
ILL Processed	6 Requested, 2 Received, 6 Returned		

Computers/Wi-Fi

# Computer Sign ins	14 + 42 Code Club = 56
Total Unique Wi-Fi Devices	151
Avg. # Wi-Fi Devices per day	22
Avg. Data Usage per Device	2.81 GB

Other:

2/3 – Opened late at 1pm due to snow.

2/4 – Closed due to lack of heat. Propane was refilled and we were able to open the next day.

2/22 – Closed so Ivy could run Village Hall

2018 GO BOND

2/8 – Placed an order for books and DVDs from Ingram Library Services. This purchase is to use up the rest of the 2018 GO Bond funds, and as such is higher than the amount left.

2/17 – I submitted my 4th Reimbursement Request, for the two January purchases from The Library Store.

3/9 – I submitted my 5th Reimbursement Request, covering the Reliance Barcode invoice and 2 invoices from Ingram.

•••Two more invoices from Ingram are on this week's Bill List. These and one other upcoming invoice will make up my 6th and final Reimbursement Request for the 2018 GO Bond.

ARPA Funds (American Rescue Plan Act)

2/9 – We received the grant agreement signed by the State Library.

2/28 – We received the funds, totaling \$17,827.89. The money was deposited into the library fund on March 1st.

I am prepping a list of purchases to make with those funds. However, I am going to wait until the 2018 GO Bond is wrapped up before spending any ARPA funds.

After the Governor's announcement 2/17 rescinding the mask mandate, the library is not requiring anyone to wear a mask. I still have a few available for any who want them.

Code Club kids are also not required to wear masks, but they still have to wash their hands or use hand sanitizer before getting on the computers, which was my policy long before COVID.

For the Preschool class that comes monthly to visit, I will follow their teacher's direction regarding masks. I usually clean their areas and supplies before and after their visits anyway.

Respectfully Submitted,

Ivy Stover,

Library Director

**Request to Village of Magdalena for Use of Lodger's Tax
(Pursuant to Lodger's Tax Act Section 3-38-14 NMSA 1978)**

Our mission is to stimulate economic growth by marketing Magdalena as a visitor destination through tourism.

Eligible uses of Lodger's Tax Proceeds are to defray the costs of:

- **advertising, publicizing and promoting tourist-related attractions, facilities and events as stated in SECTION 4 of the Village Ordinance.** (A complete copy is available upon request.)

on behalf of Magdalena Arts

1. This request is made by Catherine DeMaria (Applicant)

Address: 110 N. Main St. Magdalena NM 87025 POB 021165

Phone: 5755170669 Email: cdemaria@warehouse110.com

- 501-3C Non-Profit Entity; (provide proof)
- For Profit Entity; (Private Individual/Entity)
- Group/Organization without Non-Profit Status;
- Other: _____

The purpose of this request is to provide tourist related activities and contract with the Village and other individuals/entities in the provision of tourist-related promotional activities.

Name of Event: Magdalena Arts Gallery & Studio Tour

Location of Event: The Village of Magdalena

Description of Event: A 2 day art crawl to businesses and ARTIST STUDIOS in the village of Magdalena and surrounding area

Is this a fund raising event? Please describe: NO

Proposed Date of Event: May 7 & 8, 2022

1. **All printed material must include the Village logo (available at Village Hall once approval has been given), and indicate that Village of Magdalena Lodger's Tax funds were used in the purchase of said items.**

- **BEFORE EVENT**
 - Applicant is required to provide an estimated budget to include: Revenue (income from sponsors, sales, booth space fees, etc.) and

Expenses (advertising, rental fees, etc.).

• FOLLOWING EVENT

- Applicant shall provide accurate financial records (invoices, receipts, etc.) for all items for which the City pays.

2. Use of Funds

The use of Village of Magdalena's Lodger's tax funds are outlined by Village Ordinance No. 2015-06. The requirements as outlined by the Village's Lodger's Tax Ordinance must be adhered to in the execution of all aspects of this request. Applicant acknowledges that a complete copy is available and understands the eligible uses of Lodger's Tax Proceeds. * Lodger's tax funds are not to be used to pay for motel rooms.

3. Terms and Conditions of this Request

A. Contractor is requesting \$ 1,025.00 in Lodger's Tax funds to be used as follows:

Advertising in the following Publications
El defensor Chieftan, INK, Deserte EXPOSURE,
and Design Pictor
Design Fee For ~~ads~~ + Ads + cards.
Printing of 2 Sided card with map
Printing of Post CARD

B. Any other requests (ie. Use of Village property, police escort, etc. must be made at Village Hall).

This request is submitted the 11 day of March, 2022.

Catherine DeMora
Applicant Signature

Village of Magdalena

Approval

As Mayor of the Village of Magdalena I am authorizing the above described event with the understanding that all preliminary administrative functions have been met (i.e. budget, Board approval, etc.).

Richard Rumpf – Mayor

EVENT/ORGANIZATION: Magdalena Arts / Local Artists & Galleries

BUDGET WORKSHEET (complete this form as an estimate BEFORE your event and again AFTER your event showing actual amounts, along with an event summary)

INCOME SOURCES

12 + participating Venues
\$30 per venue.

ESTIMATE / ACTUAL

\$360. _____

TOTAL INCOME

EXPENSES

Printing 2 sided ^{1000 copies} 8 1/2 x 11 Fold over CARD
Printing Post cards 1000 copies
Design Fee
Ad in el Defensor Chieftain
Ad in INK
Ad in Desert Exposure

ESTIMATE / ACTUAL

~~275.00~~ 275.
175.00
150.00
\$295.00
\$195.00
\$295.00

TOTAL EXPENSES

MARKETING

Who is your target market?

People interested in Art and small town events -

How/where are you advertising your event? Does this reach your target market?

See above
yes.

* Please include copies of all advertisements following event.

NOTE: this is a 2 day event & has the potential for lodging.

Number of Visitors at Event

ESTIMATE / ACTUAL

150 _____

Number of Motel Rooms Filled

10 or more _____

EVENT SUMMARY (Please let us know how your event went, things that went well, areas that need work or attention for next year)

MAGDALENA ARTS Gallery & Studio Tour 2022



MAGDALENA NEW MEXICO



Rodeo Grounds

Follow the Blue Flags
Saturday and Sunday, May 7 - 8
 See postcard for hours which vary by venue

- 1. Blue Canyon Gallery
Hwy. 60 (1 mile E. of Magdalena) • 575.854.2953
- 2. Realty One of New Mexico Karolyn Rolston
103 E. 1st St. / Hwy. 60 • 505.850.8225
- 3. Open Studio - Estelle L. Roberge
500 S. Pine St. • 575.854.2160
- 4. CWB Gallery and Studio
104 S. Main St. • 715.928.0123
- 5. Warehouse 1-10 Annex
201 S. Main St. • 575.517.0669
- 6. The Old Magdalena General Hospital
201 Main St. @ 2nd Street
- 7. Paintings, Rugs and Pottery
202 Spruce St.
- 8. Astronomical Lyceum
402 S. Main St. • 970.343.0618
- 9. kind of a small array
106 N. Main • 210.473.9062

- 10. Magdalena Library
108 N. Main St. • 575.854.2361
- 11. Warehouse 1-10
110 N. Main St. • 575.517.0669
- 12. Atelier Studio 605
605 W. 1st St. / Hwy 60 • 575.838.6452
A collective space containing:
• Village Press Print Studio
• DorkyARTus, glennzapaz
• ES•PRESS•O
- 13. Bear Mountain Coffee House and Gallery
902 W. 1st St. / Hwy 60 • 575.418.7029
- 14. ZW Farnsworth
908 1st St. • 505.280.5393
- 15. Weather Proof Gallery
906 W. 1st St. / Hwy 60
- 16. La Posada Art Gallery
1006 W. 1st St. / Hwy 60 • 910.297.9904

Add: The Market Place
 Judy Richardson

Sponsored by the Artists
 and Galleries of Magdalena
 Paid for in part by
 Magdalena Lodgers Tax



MAGDALENA ARTS

Gallery & Studio Tour

Saturday & Sunday
May 7 & 8, 2022

Opening Reception
Friday, May 6, 4 pm



20. Blue Canyon Gallery
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

21. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

22. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

23. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

24. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

25. Blue Canyon Gallery
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

26. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

27. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

28. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

11. Blue Canyon Gallery
Hwy. 60 (1 mile E. of Magdalena)
575.854.2953
9 - 5 Saturday and Sunday
Paintings, Pottery and Jewelry

12. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

13. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

14. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

15. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

16. Blue Canyon Gallery
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

17. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

18. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

19. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

1. Blue Canyon Gallery
Hwy. 60 (1 mile E. of Magdalena)
575.854.2953
9 - 5 Saturday and Sunday
Paintings, Pottery and Jewelry

2. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

3. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

4. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

5. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

6. Blue Canyon Gallery
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

7. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

8. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

9. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

10. Really One of New Mexico
Karolyn Rolston
103 E. 1st St. / Hwy. 60
505.850.8225
10-4 Saturday 11-3 Sunday

OPENING RECEPTION -- Friday, May 6, 4 pm
Unknown Host, 000 Main St., Magdalena

Enjoy the Artists, Makers and Galleries of Magdalena
visit www.artmagdalenam.com for map and more information

Artesia Fire Equipment, Inc.

PO Box 1367
 1014 S. First St.
 Artesia, NM 88210

Quotation

DATE	Quote NO.
2/15/2022	28101

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

NAME / ADDRESS
Magdalena Village of Fire Department P.O. BOX 145 MAGDALENA, N.M. 87825-0145

SHIPPING ADDRESS
Magdalena Fire Department ATTN:RICHARD RUMPH 108 N. Main Street MAGDALENA, NM 87825 magdalenafirechief@gmail.com

PRICES MAY CHANGE AFTER: 3/17/2022

ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS	
Chief Rumph		GP	destination	Net 30	
ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
SC-804840-01	SC-804840-01 SCOTT CARBON CYLINDER WITH VALVE 2216 PSI, 30 MINUTE	8	1,035.00		8,280.00
SC-201215-02	SC-201215-02 SCOTT AV-3000 HT FACEPIECE, MEDIUM w/KEVLAR HEADNET	4	330.50		1,322.00
ALBUQUERQUE CONTRACT NO. SHR000022403					
				TOTAL	\$9,602.00

NM In-State 5% Preference -
 Resident Business # L0809081264

SIGNATURE _____

Artesia Fire Equipment, Inc.

PO Box 1367
1014 S. First St.
Artesia, NM 88210

Quotation

DATE	Quote NO.
2/24/2022	28119

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

NAME / ADDRESS
Magdalena Village of Fire Department P.O. BOX 145 MAGDALENA, N.M. 87825-0145

SHIPPING ADDRESS
Magdalena Fire Department ATTN:RICHARD RUMPH 108 N. Main Street MAGDALENA, NM 87825 magdalenafirechief@gmail.com

PRICES MAY CHANGE AFTER: 3/26/2022

ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS	
CHIEF RICHARD RU...	MAGDALENA FIRE D...	GP	SHIP POINT	Net 30	
ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
GR-EW22	GR-EW22 - GROVES 22 LB. EXTRACTOR WASHER MEETS NFPA1851:2020 REQUIREMENTS FRONT LOAD DESIGN COMMERCIAL QUALITY DESIGN 22 LB. CAPACITY/2 SETS OF GEAR OPTIONAL AUTOMATIC SOAP DISPENSER STD PLUMBING HOOKUPS 120V ELECTRICAL SOFT-MOUNT DESIGN, EASY INSTALL EASY TO USE, PREPROGRAMMED WASH CYCLES 27.0" L X 30.5" D X 38.7" H 190 LBS.	1	5,197.50		5,197.50
GR-MPSS-HC	GR-MPSS-HC - GROVES HOSE AND CYLINDER MULTI-PURPOSE STORAGE SYSTEM TO INCLUDE (2) SB-1 SINGLE COMPARTMENT HOSE LEDGES AND (4) VSGS-2420 CYLINDER V-SHELVES 180 LBS.	1	868.00		868.00
TOTAL					

SIGNATURE

Artesia Fire Equipment , Inc.

PO Box 1367
1014 S. First St.
Artesia, NM 88210

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

Quotation

DATE	Quote NO.
2/24/2022	28119

NAME / ADDRESS
Magdalena Village of Fire Department P.O. BOX 145 MAGDALENA, N.M. 87825-0145

SHIPPING ADDRESS
Magdalena Fire Department ATTN:RICHARD RUMPH 108 N. Main Street MAGDALENA, NM 87825 magdalenafirechief@gmail.com

PRICES MAY CHANGE AFTER: 3/26/2022

ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS	
CHIEF RICHARD RU...	MAGDALENA FIRE D...	GP	SHIP POINT	Net 30	
ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
GR-FHMD4P	GR-FHMD4P - GROVES 4 POSITION FIREHOUSE MOBILE DRYER, NFPA 1851 COMPLIANT DESIGN WITH AMBIENT OR HEATED AIR STANDARD	1	7,482.25		7,482.25
MISC.	CITRO-SQUEEZE PPE & TURNOUT GEAR CLEANER, CASE OF QUARTS. (NO LONGER AVAILABLE IN QUART SIZE THROUGH GROVES. ONLY SOLD IN (4) 1 GALLON CASES, 5 GALLON PAILS, OR 55 GALLON DRUMS)	0	0.00		0.00
GR-VBR-16	GR-VBR-16 - GROVES SCBA MOBILE BOTTLE RACK WITH CASTERS (2W/BRAKES) FOUR SHELF LEVELS, HOLDS 16 BOTTLES 95 LBS.	1	693.75		693.75
FREIGHT	SHIPPING	1	2,800.00		2,800.00
			TOTAL		

SIGNATURE

Artesia Fire Equipment, Inc.

PO Box 1367
 1014 S. First St.
 Artesia, NM 88210

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

Quotation

DATE	Quote NO.
2/24/2022	28119

NAME / ADDRESS
Magdalena Village of Fire Department P.O. BOX 145 MAGDALENA, N.M. 87825-0145

SHIPPING ADDRESS
Magdalena Fire Department ATTN:RICHARD RUMPH 108 N. Main Street MAGDALENA, NM 87825 magdalenafirechief@gmail.com

PRICES MAY CHANGE AFTER: 3/26/2022

ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS	
CHIEF RICHARD RU...	MAGDALENA FIRE D...	GP	SHIP POINT	Net 30	
ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
	MAY BE PURCHASED UTILIZING THE CITY OF ALBUQUERQUE FIRE RESCUE FIREFIGHTING EQUIPMENT AND REPAIR CONTRACT NO. SHR000022403				
			TOTAL		\$17,041.50

NM In-State 5% Preference -
 Resident Business # L0809081264

SIGNATURE _____



**MUTUAL AID AGREEMENT
for
EMERGENCY MEDICAL SERVICES**

This Mutual Aid Agreement (hereinafter referred to as “Agreement”) is entered into by and between the Village of Magdalena, New Mexico, and the City of Socorro, New Mexico, (collectively referred to as “the Municipalities”) and is effective upon the approval of the governing bodies of each respective municipality.

WHEREAS, mutual aid agreements are authorized by NMSA 1978, 24-10A-4.2 and, in the past, the Municipalities have provided mutual assistance to each other in providing EMS services in their respective jurisdictions and such mutual assistance has been found to be beneficial to both of the Municipalities; and,

WHEREAS, the Socorro City Council is authorized to enter into this Agreement on behalf of the City of Socorro; and,

WHEREAS, the Magdalena Board of Trustees is authorized to enter into this Agreement on behalf of the Village of Magdalena.

THEREFORE, the parties mutually agree as follows:

1. Subject to the availability of personnel and equipment, the EMS Departments of Socorro and Magdalena shall render Mutual Aid to each other in emergency responses outside their geographic area and responsibility to one another when the emergency exceeds the emergency response capacity and capabilities of the primary responding agency. Such assistance shall be the consideration for this Agreement.
2. Neither party is obligated to respond to support the other party or to provide equipment if the responding party has priorities within their area and may not respond if response would create a situation wherein the geographic area of responsibility of the responding party is left without support or is vulnerable to an emergency crisis of its own.
3. Neither party to this Agreement shall be entitled to any reimbursement or compensation for all or any part of the costs incurred by such party in furnishing Mutual Aid in emergency responses and preserving life and property, except as negotiated by the parties for assignments or courses in advance of the performance of such services, and which shall be submitted by addendum in accordance with paragraph 12.

4. Any service performed in accordance with this Agreement by any officer, employee, or volunteer of either Municipality shall constitute service rendered in the line of duty in such office, employment or volunteer service.
5. The Municipalities each agree to use best efforts to protect the other's equipment and personnel, furnished pursuant to this Agreement, during periods of civil disturbance. In the event such protection is deemed inadequate by either EMS Chief, either party may refuse to provide equipment and personnel until the situation is remedied, even though said equipment and personnel may have been previously committed.
6. Each party will follow the requesting party's usual procedures to ensure that a chain-of-command is maintained. Notwithstanding any provisions herein, the officer in charge of the responding organization may withdraw at any time he/she deems circumstances are such that his/her personnel or equipment are subjected to unnecessary risk or danger, or when his/her personnel or equipment are asked to return to their own jurisdiction as may be required.
7. As between the parties, each party will be solely responsible for liability arising from personnel injury or damage to person's property occasioned by its employees or agents. The liability of the Counties shall be subject in all cases to the immunities and limitations of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.
9. Neither party's employees or agents will be considered employees or agents of the other party for any purpose, including, but not limited to, worker's compensation, insurance, nor any other benefits afforded to employees of the other party. Personnel will not receive any compensation from the other for their participation under this Agreement. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
10. This Agreement is effective upon the date of signing of the last party hereto and shall continue in force for a period of five (5) years thereafter, unless sooner terminated by either party upon thirty (30) days prior written notice to the other.
11. This Agreement supersedes all previous contracts between Municipalities for Mutual Aid in Fire Protection and Emergency Medical Services (with this being only for EMS) and may not be amended except by a written instrument executed by the parties hereto.
12. Any request for service or other action not specifically covered under this Agreement must be by a written addendum negotiated by the parties and signed by the Socorro City Manager and the Mayor of the Village of Magdalena.

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

CITY OF SOCORRO:

APPROVED, ADOPTED, AND PASSED on this ____ day of _____ 2022.

Ravi Bhasker, Mayor

Attested:

VILLAGE OF MAGDALENA:

APPROVED, ADOPTED, AND PASSED on this ____ day of _____ 2022.

Richard Rumpf, Mayor

Attested:

Carleen Gomez, Deputy Clerk



**MUTUAL AID AGREEMENT
BETWEEN THE SAN ANTONIO VOLUNTEER FIRE DEPARTMENT AND THE
VILLAGE OF MAGDALENA INVOLVING FIRE PROTECTION
SERVICES**

This Mutual Aid Agreement (hereinafter referred to as “Agreement”) is entered into by and between the Village of Magdalena, New Mexico, and the County of Socorro, New Mexico, (collectively referred to as “the Parties” and is effective upon the approval of the governing bodies.

WHEREAS, mutual aid agreements are authorized by NMSA 1978, 59A-53-5.3(B), and, in the past, the Parties have provided mutual assistance to each other in extinguishing fires and preserving life and property in their respective jurisdictions and such mutual assistance has been found to be beneficial to both Parties; and,

WHEREAS, the San Antonio Volunteer Fire Department under the jurisdiction of Socorro County and its County Fire Marshal is geographically able to provide aid to the Village of Magdalena Fire Department and vice versa; and,

WHEREAS, the Village of Magdalena Board of Trustees is authorized to enter into this Agreement on behalf of the Village of Magdalena Fire Department; and,

WHEREAS, the Socorro County Board of County Commissioners is authorized to enter into this Agreement on behalf of the San Antonio Volunteer Fire Department.

THEREFORE, the parties mutually agree as follows:

1. Subject to the availability of personnel and equipment, the San Antonio Volunteer Fire Department and the Village of Magdalena shall render Mutual Aid to each other in emergency responses and preserving life and property, outside their geographic area and responsibility, to one another when the emergency exceeds the emergency response capacity and capabilities of the primary responding agency. Such assistance shall be the consideration for this Agreement.
2. Neither party is obligated to respond to support the other party or to provide equipment if the responding party has priorities within their area and may not respond if response would create a situation wherein the geographic area of responsibility of the responding party is left without support or is vulnerable to an emergency crisis of its own.

3. Neither party to this Agreement shall be entitled to any reimbursement or compensation for all or any part of the costs incurred by such party in furnishing Mutual Aid in emergency responses and preserving life and property, except as negotiated by the parties for particular assignments or courses in advance of the performance of such services, and which shall be submitted by addendum in accordance with paragraph 12.
4. Any service performed in accordance with this Agreement by any officer, employee, or volunteer of either party shall constitute service rendered in the line of duty in such office or volunteer service.
5. The parties each agree to use best efforts to protect the other's equipment and personnel, furnished pursuant to this Agreement, during periods of civil disturbance. In the event such protection is deemed inadequate by either Fire Chief, either party may refuse to provide equipment and personnel until the situation is remedied, even though said equipment and personnel may have been previously committed.
6. During all responses, both parties will follow the National Incident Management System. Each party will follow the requesting party's usual procedures to ensure that a chain-of-evidence is maintained. Notwithstanding any provisions herein, the officer in charge of the responding organization may withdraw at any time he/she deems circumstances are such that his/her personnel or equipment are subjected to unnecessary risk or danger, or when his/her personnel or equipment are asked to return to their own jurisdiction as may be required.
7. Any dispatch of equipment and personnel in Mutual Aid pursuant to this Agreement is subject to the following conditions:
 - a. A request for Mutual Aid hereunder shall be made by a chief officer level of each of the departments and include a statement of the amount and type of equipment and number of personnel requested and shall specifically state the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and the number of personnel to be furnished, if any, shall be determined by a representative of the responding organization.
 - b. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment and personnel are dispatched. Thereafter, orders shall follow under a National Incident Management System.
 - c. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
 - d. Upon release from the incident, the officer in charge from the responding organization will properly document that organization's role regarding the incident and forward this documentation to the requesting party in a timely manner.
8. As between the parties, each party will be solely responsible for liability arising from personnel injury or damage to person's property occasioned by its employees, volunteers, or agents. The liability of the parties shall be subject in all cases to the immunities and

limitations of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.

9. Neither party's employees, volunteers, or agents will be considered employees, volunteers, or agents of the other party for any purpose, including, but not limited to, worker's compensation, insurance, nor any other benefits afforded to employees of the other party. Personnel will not receive any compensation from the other for their participation under this Agreement. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
10. This Agreement is effective upon the date of signing of the last party hereto and shall continue in force for a period of five (5) years thereafter, unless sooner terminated by either party upon thirty (30) days prior written notice to the other.
11. This Agreement supersedes all previous contracts between the parties for Mutual Aid in Fire Protection and may not be amended except by a written instrument executed by the parties hereto.
12. Any request for service or other action not specifically covered under this Agreement must be by a written addendum negotiated by the parties and signed by the Socorro County Manager and the Mayor of the Village of Magdalena.

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

VILLAGE OF MAGDALENA:

APPROVED, ADOPTED, AND PASSED on this ____ day of _____ 2022.

Richard Rumpf, Mayor

Attested:

Carleen Gomez, Deputy Clerk

COUNTY OF SOCORRO:

APPROVED, ADOPTED, AND PASSED on this ____ day of _____ 2022.

Ray Martinez
Chair

Craig Secatero
Vice-Chair

Glen Duggins
Commissioner

Joe Gonzales
Commissioner

Manuel Anaya
Commissioner

Attested:

Betty Saavedra
Socorro County Clerk



**MUTUAL AID AGREEMENT
BETWEEN THE MIDWAY VOLUNTEER FIRE DEPARTMENT AND THE VILLAGE
OF MAGDALENA INVOLVING FIRE PROTECTION
SERVICES**

This Mutual Aid Agreement (hereinafter referred to as “Agreement”) is entered into by and between the Village of Magdalena, New Mexico, and the County of Socorro, New Mexico, (collectively referred to as “the Parties” and is effective upon the approval of the governing bodies.

WHEREAS, mutual aid agreements are authorized by NMSA 1978, 59A-53-5.3(B), and, in the past, the Parties have provided mutual assistance to each other in extinguishing fires and preserving life and property in their respective jurisdictions and such mutual assistance has been found to be beneficial to both Parties; and,

WHEREAS, the Midway Volunteer Fire Department under the jurisdiction of Socorro County and its County Fire Marshal is geographically able to provide aid to the Village of Magdalena Fire Department and vice versa; and,

WHEREAS, the Village of Magdalena Board of Trustees is authorized to enter into this Agreement on behalf of the Village of Magdalena Fire Department; and,

WHEREAS, the Socorro County Board of County Commissioners is authorized to enter into this Agreement on behalf of the Midway Volunteer Fire Department.

THEREFORE, the parties mutually agree as follows:

1. Subject to the availability of personnel and equipment, the Midway Volunteer Fire Department and the Village of Magdalena shall render Mutual Aid to each other in emergency responses and preserving life and property, outside their geographic area and responsibility, to one another when the emergency exceeds the emergency response capacity and capabilities of the primary responding agency. Such assistance shall be the consideration for this Agreement.
2. Neither party is obligated to respond to support the other party or to provide equipment if the responding party has priorities within their area and may not respond if response would create a situation wherein the geographic area of responsibility of the responding party is left without support or is vulnerable to an emergency crisis of its own.

3. Neither party to this Agreement shall be entitled to any reimbursement or compensation for all or any part of the costs incurred by such party in furnishing Mutual Aid in emergency responses and preserving life and property, except as negotiated by the parties for particular assignments or courses in advance of the performance of such services, and which shall be submitted by addendum in accordance with paragraph 12.
4. Any service performed in accordance with this Agreement by any officer, employee, or volunteer of either party shall constitute service rendered in the line of duty in such office or volunteer service.
5. The parties each agree to use best efforts to protect the other's equipment and personnel, furnished pursuant to this Agreement, during periods of civil disturbance. In the event such protection is deemed inadequate by either Fire Chief, either party may refuse to provide equipment and personnel until the situation is remedied, even though said equipment and personnel may have been previously committed.
6. During all responses, both parties will follow the National Incident Management System. Each party will follow the requesting party's usual procedures to ensure that a chain-of-evidence is maintained. Notwithstanding any provisions herein, the officer in charge of the responding organization may withdraw at any time he/she deems circumstances are such that his/her personnel or equipment are subjected to unnecessary risk or danger, or when his/her personnel or equipment are asked to return to their own jurisdiction as may be required.
7. Any dispatch of equipment and personnel in Mutual Aid pursuant to this Agreement is subject to the following conditions:
 - a. A request for Mutual Aid hereunder shall be made by a chief officer level of each of the departments and include a statement of the amount and type of equipment and number of personnel requested and shall specifically state the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and the number of personnel to be furnished, if any, shall be determined by a representative of the responding organization.
 - b. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment and personnel are dispatched. Thereafter, orders shall follow under a National Incident Management System.
 - c. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
 - d. Upon release from the incident, the officer in charge from the responding organization will properly document that organization's role regarding the incident and forward this documentation to the requesting party in a timely manner.
8. As between the parties, each party will be solely responsible for liability arising from personnel injury or damage to person's property occasioned by its employees, volunteers, or agents. The liability of the parties shall be subject in all cases to the immunities and

limitations of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.

9. Neither party's employees, volunteers, or agents will be considered employees, volunteers, or agents of the other party for any purpose, including, but not limited to, worker's compensation, insurance, nor any other benefits afforded to employees of the other party. Personnel will not receive any compensation from the other for their participation under this Agreement. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
10. This Agreement is effective upon the date of signing of the last party hereto and shall continue in force for a period of five (5) years thereafter, unless sooner terminated by either party upon thirty (30) days prior written notice to the other.
11. This Agreement supersedes all previous contracts between the parties for Mutual Aid in Fire Protection and may not be amended except by a written instrument executed by the parties hereto.
12. Any request for service or other action not specifically covered under this Agreement must be by a written addendum negotiated by the parties and signed by the Socorro County Manager and the Mayor of the Village of Magdalena.

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

VILLAGE OF MAGDALENA:

APPROVED, ADOPTED, AND PASSED on this ____ day of _____ 2022.

Richard Rumpf, Mayor

Attested:

Carleen Gomez, Deputy Clerk

COUNTY OF SOCORRO:

APPROVED, ADOPTED, AND PASSED on this ____ day of _____ 2022.

Ray Martinez
Chair

Craig Secatero
Vice-Chair

Glen Duggins
Commissioner

Joe Gonzales
Commissioner

Manuel Anaya
Commissioner

Attested:

Betty Saavedra
Socorro County Clerk



**MUTUAL AID AGREEMENT
BETWEEN THE HOP CANYON VOLUNTEER FIRE DEPARTMENT AND THE
VILLAGE OF MAGDALENA INVOLVING FIRE PROTECTION
SERVICES**

This Mutual Aid Agreement (hereinafter referred to as “Agreement”) is entered into by and between the Village of Magdalena, New Mexico, and the County of Socorro, New Mexico, (collectively referred to as “the Parties” and is effective upon the approval of the governing bodies.

WHEREAS, mutual aid agreements are authorized by NMSA 1978, 59A-53-5.3(B), and, in the past, the Parties have provided mutual assistance to each other in extinguishing fires and preserving life and property in their respective jurisdictions and such mutual assistance has been found to be beneficial to both Parties; and,

WHEREAS, the Hop Canyon Volunteer Fire Department under the jurisdiction of Socorro County and its County Fire Marshal is geographically able to provide aid to the Village of Magdalena Fire Department and vice versa; and,

WHEREAS, the Village of Magdalena Board of Trustees is authorized to enter into this Agreement on behalf of the Village of Magdalena Fire Department; and,

WHEREAS, the Socorro County Board of County Commissioners is authorized to enter into this Agreement on behalf of the Hop Canyon Fire Department.

THEREFORE, the parties mutually agree as follows:

1. Subject to the availability of personnel and equipment, the Hop Canyon Fire Department and the Village of Magdalena shall render Mutual Aid to each other in emergency responses and preserving life and property, outside their geographic area and responsibility, to one another when the emergency exceeds the emergency response capacity and capabilities of the primary responding agency. Such assistance shall be the consideration for this Agreement.
2. Neither party is obligated to respond to support the other party or to provide equipment if the responding party has priorities within their area and may not respond if response would create a situation wherein the geographic area of responsibility of the responding party is left without support or is vulnerable to an emergency crisis of its own.

3. Neither party to this Agreement shall be entitled to any reimbursement or compensation for all or any part of the costs incurred by such party in furnishing Mutual Aid in emergency responses and preserving life and property, except as negotiated by the parties for particular assignments or courses in advance of the performance of such services, and which shall be submitted by addendum in accordance with paragraph 12.
4. Any service performed in accordance with this Agreement by any officer, employee, or volunteer of either party shall constitute service rendered in the line of duty in such office or volunteer service.
5. The parties each agree to use best efforts to protect the other's equipment and personnel, furnished pursuant to this Agreement, during periods of civil disturbance. In the event such protection is deemed inadequate by either Fire Chief, either party may refuse to provide equipment and personnel until the situation is remedied, even though said equipment and personnel may have been previously committed.
6. During all responses, both parties will follow the National Incident Management System. Each party will follow the requesting party's usual procedures to ensure that a chain-of-evidence is maintained. Notwithstanding any provisions herein, the officer in charge of the responding organization may withdraw at any time he/she deems circumstances are such that his/her personnel or equipment are subjected to unnecessary risk or danger, or when his/her personnel or equipment are asked to return to their own jurisdiction as may be required.
7. Any dispatch of equipment and personnel in Mutual Aid pursuant to this Agreement is subject to the following conditions:
 - a. A request for Mutual Aid hereunder shall be made by a chief officer level of each of the departments and include a statement of the amount and type of equipment and number of personnel requested and shall specifically state the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and the number of personnel to be furnished, if any, shall be determined by a representative of the responding organization.
 - b. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment and personnel are dispatched. Thereafter, orders shall follow under a National Incident Management System.
 - c. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
 - d. Upon release from the incident, the officer in charge from the responding organization will properly document that organization's role regarding the incident and forward this documentation to the requesting party in a timely manner.
8. As between the parties, each party will be solely responsible for liability arising from personnel injury or damage to person's property occasioned by its employees, volunteers, or agents. The liability of the parties shall be subject in all cases to the immunities and

limitations of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.

9. Neither party's employees, volunteers, or agents will be considered employees, volunteers, or agents of the other party for any purpose, including, but not limited to, worker's compensation, insurance, nor any other benefits afforded to employees of the other party. Personnel will not receive any compensation from the other for their participation under this Agreement. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
10. This Agreement is effective upon the date of signing of the last party hereto and shall continue in force for a period of five (5) years thereafter, unless sooner terminated by either party upon thirty (30) days prior written notice to the other.
11. This Agreement supersedes all previous contracts between the parties for Mutual Aid in Fire Protection and may not be amended except by a written instrument executed by the parties hereto.
12. Any request for service or other action not specifically covered under this Agreement must be by a written addendum negotiated by the parties and signed by the Socorro County Manager and the Mayor of the Village of Magdalena.

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

VILLAGE OF MAGDALENA:

APPROVED, ADOPTED, AND PASSED on this ____ day of _____ 2022.

Richard Rumpf, Mayor

Attested:

Carleen Gomez, Deputy Clerk

COUNTY OF SOCORRO:

APPROVED, ADOPTED, AND PASSED on this ____ day of _____ 2022.

Ray Martinez
Chair

Craig Secatero
Vice-Chair

Glen Duggins
Commissioner

Joe Gonzales
Commissioner

Manuel Anaya
Commissioner

Attested:

Betty Saavedra
Socorro County Clerk



ASBESTOS ABATEMENT PLAN FOR

Magdalena Navajo Prep School

South Kelly Rd.

Magdalena, NM 87823

Prepared for:

Richard Rumpf, CMO, CPO

Mayor of Magdalena

Prepared by:

Shannon Flanagan

Operations Manager

03/29/2021



Asbestos Experts, LLC will verify training of all our technicians associated with this project in all applicable phases of asbestos abatement. We will ensure that our technicians performing asbestos abatement activities have the appropriate training, licensing, and participate in our medical surveillance program. We will follow all OSHA and State guidelines to ensure safety on the jobsite along with proper warning signage on all abatement areas.

Applicable regulations and abatement requirements/submittals include:

- Licensing, certifications, notifications, and respiratory protection program
- Negative air enclosures, glove bags, and local exhaust ventilation sealant
- Containment enclosure(s) with daily on-site ambient air monitoring
- Description of decontamination facilities and personal hygiene procedures
- Personal protective equipment
- Area delineations and posted signs
- Methodology for removal of asbestos
- Asbestos and non-asbestos Waste Management/Disposal procedures
- Submittal of NESHAP to appropriate state or city division

Asbestos Experts shall furnish services, labor, materials, equipment, and facilities required to complete the following scope of work.

- Establish a regulated area in accordance with OSHA and EPA regulations, and setting proper containment.
- Place all of our technicians in personal protective equipment (PPE)
- Promptly and properly package all debris in appropriate bags with asbestos labeling
- Transport all abated materials from the site and dispose of property at an EPA approved landfill
- Equipment decontamination and asbestos fiber encapsulating.



Asbestos Abatement will take place in the following areas:

Abatement will include all areas listed on the provided report from Acme Environmental (see appendix A).

Building 1200-

Material	Approximate Quantity
Thermal System Insulation	250 fittings
9"x 9" vinyl floor tile and mastic	22,000 sq ft
Ceiling tile mastic (and associated tile)	6,500 sq ft
Window caulking	1,600 ln ft
Exterior Surfacing paint /plaster	12,000 sq ft
Window panel (transite board)	One 3' x 2'
Exterior light brown/tan skirting paint	12,000 sq ft
Painted Metal door components	50

Building 1201-

Material	Approximate Quantity
Thermal System Insulation	50 fittings
9"x 9" vinyl floor tile and mastic	5,000 sq ft
Roofing	8,000 sq ft
Window caulking	360 ln ft
Exterior Surfacing paint /plaster	8,000 sq ft
Interior Surfacing paint /plaster	5,000 sq ft
Window panel (transite board)	Sixteen 2' x 4'
Soffit panel (transite board)	Sixty 3' x 8'
Exterior light brown/tan skirting paint	8,000 sq ft
Painted metal rails	60 ln ft



Building 1202-

Material	Approximate Quantity
Thermal System Insulation	350 fittings
9"x 9" vinyl floor tile and mastic	22,000 sq ft
Roofing	22,000 sq ft
Window caulking	600 ln ft
Exterior Surfacing paint /plaster	9,200 sq ft
Interior Surfacing paint /plaster	9,200 sq ft
Interior drywall system	18,800 sq ft
Window panel (transite board)	Forty-five 2' x 4'
Soffit panel (transite board)	One hundred 3' x 8'
Exterior light brown/tan skirting paint	9,200 sq ft
Painted metal door components	60

Building 1203, 1204, 1207, 1210, 1213 (Garages)-

Material	Approximate Quantity
9"x 9" vinyl floor tile and mastic building 1213 only	220 sq ft
Door caulking building 1207,1210,1213	380 ln ft
Exterior Surfacing paint /plaster 1213	1,400 ln ft
Roofing	6,900 sq t
Painted metal door components	50



Building 1205, 1206, 1208, 1209 (Two Story Dorms)-

Material	Approximate Quantity
Thermal System Insulation 50 per building	200 fittings
9"x 9" vinyl floor tile and mastic 5,000 sq ft per building	20,000 sq ft
Roofing 2,600 sq ft per building	10,400 sq ft
Interior drywall systems 8,000 sq ft per building	32,000 sq ft
Thermal barrier panel (transite board) four per building	Four 2' x 3'
Painted metal door frames	50

Building 1211, 1212 (Residences Single Story and Fourplex)-

Material	Approximate Quantity
9"x 9" vinyl floor tile and mastic	3,875 sq ft
Roofing 2600 sq ft per building	3,875 sq ft
Ceiling texture	3,875 sq ft
Painted metal painted door components	10

Additional Terms:

All waste will be disposed of at Special Waste in Mountainair, NM. Manifests will need to be signed prior to disposal

NESHAP will be filed with the state of New Mexico a minimum of 10 days prior to the start of work.

City/property owner will provide water and electricity during the abatement process.

An agreed upon draw schedule will need to be arranged prior to the start of work between the owner/city of Magdalena and Asbestos Experts. LLC.



Scope Exclusions:

- Asbestos Experts, LLC is not responsible for roofing repairs / protection following any asbestos removal. Main contractor or property manager will need to provide all repairs immediately following abatement of any roofing areas on buildings that are to remain in place.
- Final air clearance will be scheduled and coordinated by Asbestos Experts, LLC with Envision Environmental. Envision Environmental will invoice upon completion of each phase of the project for only the buildings that will remain in place. All other buildings slated for full demolition will have final visual clearance from Asbestos Contractor Supervisor on site.

Contract Price: \$2,235,000.00 plus state applicable taxes.

This quotation remains in effect for 90 from bid date. Prices may be subject to change following that date.

Should you, the CLIENT, wish to accept this proposal simply sign, date, and return an original copy of the contract.

Client (print) _____

Client (signature) _____ Date: _____

Asbestos Experts (print) _____

Asbestos Experts (signature) _____ Date: _____



Asbestos Experts - Work and Direct Pay Authorization Terms and Conditions Read Carefully

1. THE WORK. By signing this Work and Direct Pay Authorization ("Work Authorization"), Customer authorizes and directs Contractor to proceed with the Work identified in this Work Authorization. The agreed upon scope of Work may be submitted to Customer's insurance company for approval. Contractor shall provide all labor, materials, and equipment to complete the Work. Work not performed by Contractor with its own personnel shall be performed by subcontractors selected by Contractor. Contractor shall be responsible for supervision and coordination of the Work. Contractor will take all reasonable precautions and steps in performance of the Work. Any proposed changes to the scope of Work, labor, or materials from that identified in the Work Authorization shall be put in writing and agreed to and signed by both Contractor and Customer as an amendment hereto before such proposed changes are undertaken. Customer acknowledges that any changes to the scope of Work, labor, or materials may also result in additional charges. When applicable, Contractor will, with Customer's consent, test for the existence of asbestos fibers to determine the need for any abatement. Customer can, at Customer's sole discretion and expense, hire a different entity to test for the existence of asbestos fibers, or to independently verify Contractor's test results. Upon completion of any asbestos abatement, the affected area(s) of the Property must be tested again for environmental clearance. Contractor has this testing performed by a third-party entity. Customer can, at Customer's sole discretion and expense, hire a different entity to test for environmental clearance after asbestos abatement, or to independently verify Contractor's test results. Upon receipt of verified asbestos clearance results, Contractor's responsibility for the Work shall be satisfied.

2. EXCLUSIONS. Customer acknowledges that Contractor's Work pursuant to this Work Authorization does not include rebuild or any other services that are not specifically identified in the Work Authorization.

3. DISCLAIMER, LIMIT OF LIABILITY, AND INDEMNITY. Customer acknowledges asbestos fibers and/or mold and/or moisture may not be detected in all circumstances and/or cannot be completely contained in all circumstances. Contractor does not guarantee the ability to detect or contain asbestos and/or mold and/or moisture in all circumstances. Contractor's performance of the Work is limited by, among other things, any pre-existing conditions and/or characteristics of the Property, material, fabrics, furniture, and/or other items, or defects intrinsic in design or materials. Contractor is not responsible or liable for and expressly disclaims any responsibility or liability for any pre-existing conditions, defects or damages caused by normal wear and tear during normal usage, abuse, improper or inadequate maintenance, or for work or modifications performed by Customer, others retained by Customer, or others not under the control of Contractor. Contractor further does not guarantee the ability to preserve or restore color of any items or surfaces to original after cleaning, or the ability to clean all materials or fabrics or guarantee there will be no adverse effects from any attempt to clean materials or fabrics. Customer agrees to not enter areas of the Property where Work is being performed and not allow others, including children and pets, to enter the affected areas of the Property. Customer shall be solely responsible for any persons not under the control of Contractor and shall warn against and prevent others from entering the affected areas of the Property during the duration of the Work. It may be necessary for Contractor to apply biocide, encapsulate, or other solutions or chemical products that kill mold or odors, or encapsulate asbestos. Adults, children, and pets should stay out of these areas. Customer acknowledges and agrees that Contractor shall not be liable for any claims or damages of any kind arising out of the application or use of any such solutions or chemical products. To the greatest extent permitted by law, Customer further agrees to defend, indemnify, and hold Contractor harmless against any damages or claims for damages arising out of the application or use of such products. Removal and/or protection of any personal property, furniture, artwork, belongings, jewelry, cash and any other items is the sole responsibility of the Customer. Please remove such items. Contractor shall not be liable for any damage or loss to such items.

4. NOTICE OF BREACH OR DEFECTIVE WORK. Customer shall notify Contractor immediately in writing of discovery of any breach of the Work Authorization or of any Work or portion thereof that Customer deems to be defective, faulty, or not in conformance with the Work Authorization ("condition"). **Notice of any breach or condition should be made in writing to Contractor at info@asbestosexperts.com as soon as discovered.** After notifying Contractor in writing of any condition, Customer shall thereafter allow Contractor reasonable time and opportunity to cure the breach and/or inspect the condition. Failure by Customer to promptly notify Contractor in writing of any breach or condition once it is discovered or should have been discovered, whichever is earlier, or to take appropriate action to mitigate any damage, including immediately notifying Contractor in writing, will relieve Contractor's responsibility and shall be deemed waiver by Customer.

5. WARNING OF ASBESTOS, MOLD, LEAD EXPOSURE: ASBESTOS EXPOSURE CAN CAUSE SERIOUS DISEASES AND CANCER OF THE LUNGS AND OTHER ORGANS THAT MAY NOT APPEAR UNTIL YEARS LATER. LEAD AND MOLD EXPOSURE CAN ALSO CAUSE A VARIETY OF HEALTH EFFECTS. BY SIGNING THIS WORK AUTHORIZATION, CUSTOMER EXPRESSLY ACKNOWLEDGES UNDERSTANDING THAT EXPOSURE TO ASBESTOS, MOLD, AND/OR LEAD IS DANGEROUS.

6. PAYMENT. **Payment for the Work is due immediately upon receipt of Contractor's final invoice.** Customer acknowledges that Customer is personally responsible for all amounts owed to Contractor for the Work, including Customer's insurance deductible and any amounts owed to Contractor for any of Contractor's Work not covered by insurance. If Contractor's services are terminated prior to completion of the Work, payment for



Work completed is due immediately. If applicable, Customer agrees to sign any proof of loss document(s) promptly. Customer agrees that any draft for payment for the Work from Customer's Insurance Company or other source will be issued and endorsed to Contractor in the amount due for the Work. If, for any reason, Customer receives a check from Insurance Company for any Work performed by Contractor, Customer agrees to pay Contractor immediately upon receipt of the check. Customer acknowledges and agrees that all rights to insurance proceeds for the Work are to be assigned to Contractor. Accounts become past due on the thirty-first (31st) day after Contractor's final invoice date. Contractor may turn any uncollected debt over to a collection agency. Should default be made on payment of all or any portion due for the Work, Contractor reserves the right to place a mechanic's lien on the Property and pursue any legal remedies that may be available. In the event Contractor brings any legal action to collect monies due under the Work Authorization or should the matter be turned over for collection, Contractor shall be entitled, to the fullest extent permitted by law, its legal fees and costs of any such collection attempt, in addition to any other amounts owed by Customer for the Work.

7. ASSIGNMENT. Neither Customer nor Contractor shall assign its interest in this Work Authorization without the written consent of the other except as to the assignment of proceeds for the Work as identified in Paragraph 6, supra. This Work Authorization shall be binding upon both parties, their partners, agents, successors, assigns, and legal representatives.

8. GOVERNING LAW AND SEVERABILITY. This Work Authorization shall be governed by the laws of the State of New Mexico. This Work Authorization contains the entire understanding of the parties regarding the Work and supersedes all previously written or oral understandings or representations between the parties, if any. If one or more provisions or terms of this Work Authorization is invalid or unenforceable, it shall not invalidate the entire agreement or any other portions, and all other provisions and terms shall remain in full force and effect.

9. MEDIATION AND ARBITRATION. Unless as otherwise provided herein, in the event a dispute between Contractor and Customer arises out of this Work Authorization, both parties agree to attempt mediation prior to binding arbitration. Disputes which cannot be resolved by mediation shall be resolved by arbitration in accordance with the New Mexico Arbitration Act. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.



APPENDIX A



**Summation of Identified
Lead-based Paint and Asbestos Containing
Building Materials**

**BIA Magdalena Boarding School
Magdalena, NM**

Prepared for

**U.S. Army Corp of Engineers
Albuquerque, NM**

PREPARED BY:
ACME ENVIRONMENTAL, INC.
3816 CARLISLE NE ALBUQUERQUE, NM 87107
(505) 872-2263 FAX (505) 889-8261

ACME PROJECT NUMBER 08-097

Project Leader

Quality Control Reviewed:

Signed: _____ Date: _____

*Mr. Brett Engel
EPA Accredited Asbestos Inspector
EPA Certified Lead-based Paint Risk Assessor*

Signed: _____ Date: _____

*Mr. David Charlesworth, CIH 8159 CP
Certified Industrial Hygienist*

August 2008

Acme Environmental, Inc. conducted an asbestos building materials and lead-based paint inspection of the former Bureau of Indian Affairs Boarding School in Magdalena, NM.

The following is a summation of all asbestos and lead materials identified and detailed in the accompanying individual site reports. The summation includes all previous known inspections and current data. Information regarding non-asbestos containing materials is included in the body of the individual building inspection documents.

The buildings listed below are identified on the site map following the tables.

Building 1200

ASBESTOS	Identified Building Material	Approximate Quantity
	Thermal System Insulation – Elbows and fittings	250 fittings
	9" x 9" vinyl floor tile and mastic	22,000 sq ft
	Ceiling tile mastic (and associated tile)	6,500 sq ft
	Window caulking	1,600 Ln ft
	Exterior surfacing paint/plaster	12,000 sq ft
	Window panel (transite board)	One 3' x 2'
LEAD-BASED PAINT	Identified Building Material	Approximate Quantity
	Exterior light brown/tan "skirting paint"	12,000 sq ft
	Painted metal door components	50

Building 1201

ASBESTOS	Identified Building Material	Approximate Quantity
	Thermal System Insulation – Elbows and fittings	50 fittings
	9" x 9" vinyl floor tile and mastic	5,000 sq ft
	Roofing	8,000 sq ft
	Window caulking	360 Ln ft
	Exterior surfacing paint/plaster	8,000 sq ft
	Interior surfacing paint/plaster	5,000 sq ft
	Window panel (transite board)	Sixteen 2' x 4'
	Soffit panel (transite board)	Sixty 3' x 8'
LEAD-BASED PAINT	Identified Building Material	Approximate Quantity
	Exterior light brown/tan "skirting paint"	8,000 sq ft
	Painted metal rails	60 Ln ft

Building 1202

ASBESTOS	Identified Building Material	Approximate Quantity
	Thermal System Insulation – Elbows and fittings	350 fittings
	9" x 9" vinyl floor tile and mastic	22,000 sq ft
	Roofing	22,000 sq ft
	Window caulking	600 Ln ft
	Exterior surfacing paint/plaster	9,200 sq ft
	Interior surfacing paint/plaster	9,200 sq ft
	Interior drywall systems	18,800 sq ft
	Window panel (transite board)	Forty-five 2' x 4'
	Soffit panel (transite board)	One hundred 3' x 8'
LEAD-BASED PAINT	Identified Building Material	Approximate Quantity
	Exterior light brown/tan "skirting paint"	9,200 sq ft
	Painted metal door components	60

Building 1203, 1204, 1207, 1210, 1213 (Garages)

ASBESTOS	Identified Building Material	Approximate Quantity
<i>Building 1213 only</i>	9" x 9" vinyl floor tile and mastic	220 sq ft
<i>Building 1207, 1210, 1213 only</i>	Door caulking	380 Ln ft
<i>Building 1213 only</i>	Exterior surfacing paint/plaster	1,400 sq ft
	Roofing	6,900 sq ft
LEAD-BASED PAINT	Identified Building Material	Approximate Quantity
	Painted door frames	50

Building 1205, 1206, 1208, 1209 (Two Story Dorms)

ASBESTOS	Identified Building Material	Approximate Quantity
	9" x 9" vinyl floor tile and mastic	5,000 sq ft per building
	Thermal System Insulation – Elbows and fittings	50 fittings per building
	Thermal barrier panel (transite board)	Four 2' x 3' per building
	Interior drywall systems	8,000 sq ft per building
	Roofing	2,600 sq ft per building
LEAD-BASED PAINT	Identified Building Material	Approximate Quantity
	Painted door frames	50
<i>Building 1206 upstairs ONLY</i>	Painted walls	4000 sq ft

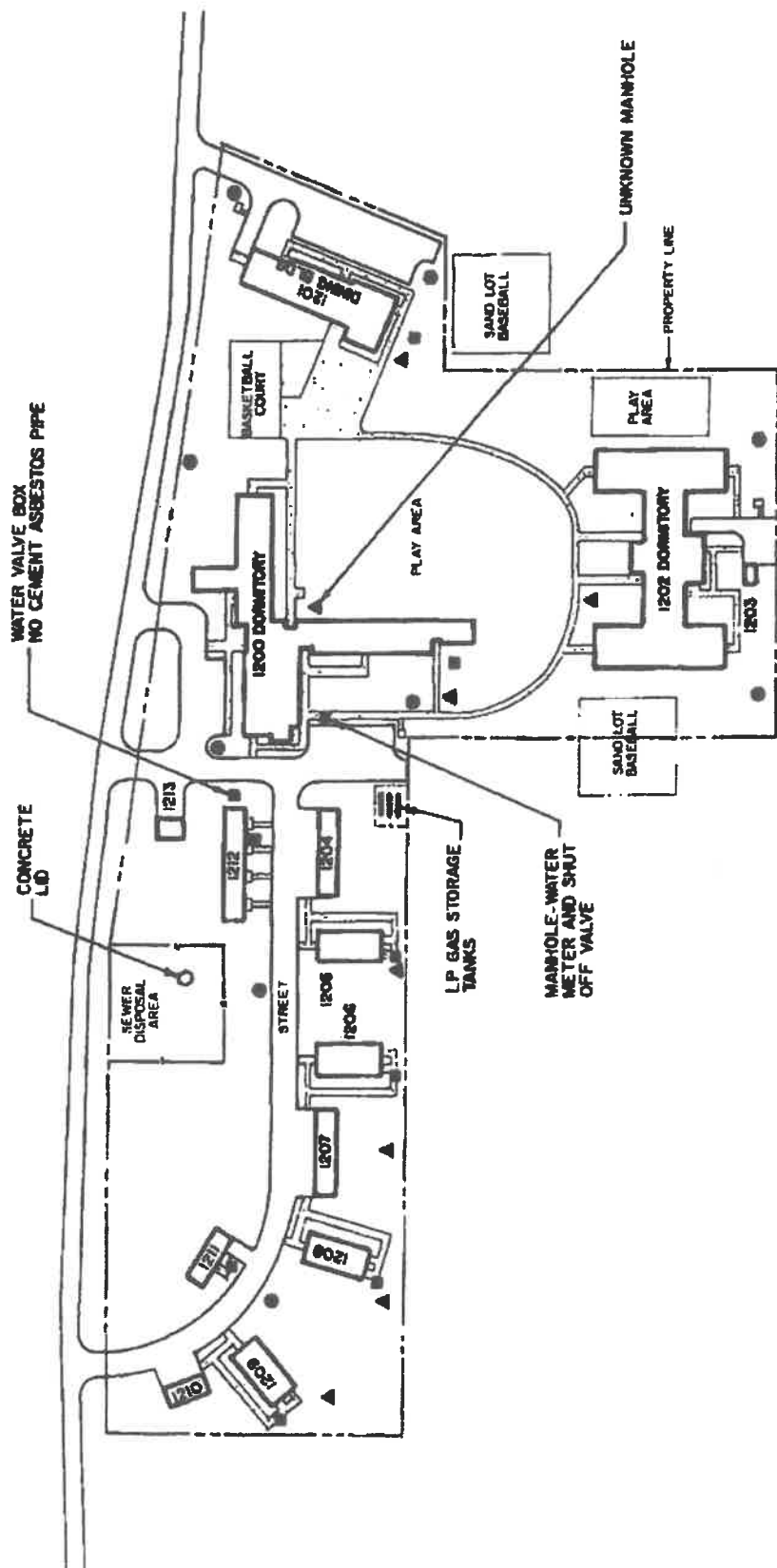
Building 1211, 1212 (Residences; Single and Fourplex)

ASBESTOS	Identified Building Material	Approximate Quantity
	9" x 9" vinyl floor tile and mastic	3,875 sq ft
	Ceiling Texture	3,875 sq ft
	Roofing	3,875 sq ft
LEAD-BASED PAINT	Identified Building Material	Approximate Quantity
	Exterior painted door components	10



Google Earth aerial image.





SITE PLAN

- LEGEND**
- FIRE HYDRANT
 - ▲ SEWER MANHOLE (CLAY TILE PIPE)
 - WATER SHUT OFF VALVE (CEMENT ASBESTOS PIPE)
 - ▬ LP GAS STORAGE TANKS



Huntingdon
Chem-Northern, Inc., Division

MAGDALENA DORMITORY COMPOUND			
MAGALENA, NEW MEXICO			
ASBESTOS INSPECTION			
DATE	DRAWN BY	REVIEWED	SCALE
1/15/93	LNR D&D	MRL	3/8" = 50'
			DRAWING
			90-615



FULL DEMO PLAN FOR

**Magdalena Navajo Prep School
South Kelly Rd.
Magdalena, NM 87823**

Prepared for:

**Richard Rumpf, CMO, CPO
Mayor of Magdalena**

Prepared by:

**Shannon Flanagan
Operations Manager**

04/07/2021



Demolition Plan

The following scope of work will include the demolition of the below listed buildings post abatement of all ACM materials. This demolition will include all necessary manpower, equipment, hauling of all debris, and disposal of all construction debris at the Socorro Waste landfill. The city will need to ensure all electrical, water, gas, and any additional utilities are shut off prior to demolition.

- Building 1200 Dormitory
- Building 1201 Dining hall
- Building 1202 dormitory Two Story
- Building 1203, 1204, 1207, 1210, and 1213 Garages
- Building 1205, 1206, 1208, 1209 Two Story Dorms
- Building 1211, 1212 Residences Single and Fourplex

Additional Terms:

An agreed upon draw schedule will need to be arranged prior to the start of work between the owner/city of Magdalena and Asbestos Experts. LLC.

Contract Price: \$1,328,000.00 plus state applicable taxes.

This quotation remains in effect for 90 from bid date. Prices may be subject to change following that date.

Should you, the CLIENT, wish to accept this proposal simply sign, date, and return an original copy of the contract.

Client (print) _____

Client (signature) _____ Date: _____

Asbestos Experts (print) _____

Asbestos Experts (signature) _____ Date: _____



Asbestos Experts - Work and Direct Pay Authorization Terms and Conditions Read Carefully

1. THE WORK. By signing this Work and Direct Pay Authorization ("Work Authorization"), Customer authorizes and directs Contractor to proceed with the Work identified in this Work Authorization. The agreed upon scope of Work may be submitted to Customer's insurance company for approval. Contractor shall provide all labor, materials, and equipment to complete the Work. Work not performed by Contractor with its own personnel shall be performed by subcontractors selected by Contractor. Contractor shall be responsible for supervision and coordination of the Work. Contractor will take all reasonable precautions and steps in performance of the Work. Any proposed changes to the scope of Work, labor, or materials from that identified in the Work Authorization shall be put in writing and agreed to and signed by both Contractor and Customer as an amendment hereto before such proposed changes are undertaken. Customer acknowledges that any changes to the scope of Work, labor, or materials may also result in additional charges. When applicable, Contractor will, with Customer's consent, test for the existence of asbestos fibers to determine the need for any abatement. Customer can, at Customer's sole discretion and expense, hire a different entity to test for the existence of asbestos fibers, or to independently verify Contractor's test results. Upon completion of any asbestos abatement, the affected area(s) of the Property must be tested again for environmental clearance. Contractor has this testing performed by a third-party entity. Customer can, at Customer's sole discretion and expense, hire a different entity to test for environmental clearance after asbestos abatement, or to independently verify Contractor's test results. Upon receipt of verified asbestos clearance results, Contractor's responsibility for the Work shall be satisfied.

2. EXCLUSIONS. Customer acknowledges that Contractor's Work pursuant to this Work Authorization does not include rebuild or any other services that are not specifically identified in the Work Authorization.

3. DISCLAIMER, LIMIT OF LIABILITY, AND INDEMNITY. Customer acknowledges asbestos fibers and/or mold and/or moisture may not be detected in all circumstances and/or cannot be completely contained in all circumstances. Contractor does not guarantee the ability to detect or contain asbestos and/or mold and/or moisture in all circumstances. Contractor's performance of the Work is limited by, among other things, any pre-existing conditions and/or characteristics of the Property, material, fabrics, furniture, and/or other items, or defects intrinsic in design or materials. Contractor is not responsible or liable for and expressly disclaims any responsibility or liability for any pre-existing conditions, defects or damages caused by normal wear and tear during normal usage, abuse, improper or inadequate maintenance, or for work or modifications performed by Customer, others retained by Customer, or others not under the control of Contractor. Contractor further does not guarantee the ability to preserve or restore color of any items or surfaces to original after cleaning, or the ability to clean all materials or fabrics or guarantee there will be no adverse effects from any attempt to clean materials or fabrics. Customer agrees to not enter areas of the Property where Work is being performed and not allow others, including children and pets, to enter the affected areas of the Property. Customer shall be solely responsible for any persons not under the control of Contractor and shall warn against and prevent others from entering the affected areas of the Property during the duration of the Work. It may be necessary for Contractor to apply biocide, encapsulate, or other solutions or chemical products that kill mold or odors, or encapsulate asbestos. Adults, children, and pets should stay out of these areas. Customer acknowledges and agrees that Contractor shall not be liable for any claims or damages of any kind arising out of the application or use of any such solutions or chemical products. To the greatest extent permitted by law, Customer further agrees to defend, indemnify, and hold Contractor harmless against any damages or claims for damages arising out of the application or use of such products. Removal and/or protection of any personal property, furniture, artwork, belongings, jewelry, cash and any other items is the sole responsibility of the Customer. Please remove such items. Contractor shall not be liable for any damage or loss to such items.

4. NOTICE OF BREACH OR DEFECTIVE WORK. Customer shall notify Contractor immediately in writing of discovery of any breach of the Work Authorization or of any Work or portion thereof that Customer deems to be defective, faulty, or not in conformance with the Work Authorization ("condition"). **Notice of any breach or condition should be made in writing to Contractor at info@asbestosexperts.com as soon as discovered.** After notifying Contractor in writing of any condition, Customer shall thereafter allow Contractor reasonable time and opportunity to cure the breach and/or inspect the condition. Failure by Customer to promptly notify Contractor in writing of any breach or condition once it is discovered or should have been discovered, whichever is earlier, or to take appropriate action to mitigate any damage, including immediately notifying Contractor in writing, will relieve Contractor's responsibility and shall be deemed waiver by Customer.

5. WARNING OF ASBESTOS, MOLD, LEAD EXPOSURE: ASBESTOS EXPOSURE CAN CAUSE SERIOUS DISEASES AND CANCER OF THE LUNGS AND OTHER ORGANS THAT MAY NOT APPEAR UNTIL YEARS LATER. LEAD AND MOLD EXPOSURE CAN ALSO CAUSE A VARIETY OF HEALTH EFFECTS. BY SIGNING THIS WORK AUTHORIZATION, CUSTOMER EXPRESSLY ACKNOWLEDGES UNDERSTANDING THAT EXPOSURE TO ASBESTOS, MOLD, AND/OR LEAD IS DANGEROUS.

6. PAYMENT. Payment for the Work is due immediately upon receipt of Contractor's final invoice. Customer acknowledges that Customer is personally responsible for all amounts owed to Contractor for the Work, including Customer's insurance deductible and any amounts owed to Contractor for any of Contractor's Work not covered by insurance. If Contractor's services are terminated prior to completion of the Work, payment for



Work completed is due immediately. If applicable, Customer agrees to sign any proof of loss document(s) promptly. Customer agrees that any draft for payment for the Work from Customer's Insurance Company or other source will be issued and endorsed to Contractor in the amount due for the Work. If, for any reason, Customer receives a check from Insurance Company for any Work performed by Contractor, Customer agrees to pay Contractor immediately upon receipt of the check. Customer acknowledges and agrees that all rights to insurance proceeds for the Work are to be assigned to Contractor. Accounts become past due on the thirty-first (31st) day after Contractor's final invoice date. Contractor may turn any uncollected debt over to a collection agency. Should default be made on payment of all or any portion due for the Work, Contractor reserves the right to place a mechanic's lien on the Property and pursue any legal remedies that may be available. In the event Contractor brings any legal action to collect monies due under the Work Authorization or should the matter be turned over for collection, Contractor shall be entitled, to the fullest extent permitted by law, its legal fees and costs of any such collection attempt, in addition to any other amounts owed by Customer for the Work.

7. ASSIGNMENT. Neither Customer nor Contractor shall assign its interest in this Work Authorization without the written consent of the other except as to the assignment of proceeds for the Work as identified in Paragraph 6, supra. This Work Authorization shall be binding upon both parties, their partners, agents, successors, assigns, and legal representatives.

8. GOVERNING LAW AND SEVERABILITY. This Work Authorization shall be governed by the laws of the State of New Mexico. This Work Authorization contains the entire understanding of the parties regarding the Work and supersedes all previously written or oral understandings or representations between the parties, if any. If one or more provisions or terms of this Work Authorization is invalid or unenforceable, it shall not invalidate the entire agreement or any other portions, and all other provisions and terms shall remain in full force and effect.

9. MEDIATION AND ARBITRATION. Unless as otherwise provided herein, in the event a dispute between Contractor and Customer arises out of this Work Authorization, both parties agree to attempt mediation prior to binding arbitration. Disputes which cannot be resolved by mediation shall be resolved by arbitration in accordance with the New Mexico Arbitration Act. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.



VILLAGE OF MAGDALENA

Position Vacancy Announcement

Clerk/Treasurer

The Village of Magdalena is seeking a Clerk/Treasurer to perform a variety of administrative duties needed to expedite the delivery of services and manage the day-to-day operations of the Village. This position is appointed and supervised by the Mayor and approved by the Village Council of Trustees.

QUALIFICATIONS:

1. A degree in accounting, finance, business administration or related field and two to three (2-3) years of related experience or an equivalent combination of education and experience.
2. Working knowledge of word processing, spreadsheets, and database software.
3. Working knowledge of fund accounting.
4. Working knowledge in administering multiple grants.
5. Must be willing to complete training and obtain Certified Municipal Clerk license within 3 years.
6. Must be willing to attain Chief Procurement Certification within 1 year.
7. Must have good communication skills to work with the public, trustees, state/federal agencies and disgruntled customers.

ADDITIONAL PREFERENCES:

Possession of Master Municipal Clerk License
Possession of Certified Municipal Clerk License
Possession of Chief Procurement Officer Certification

Salary range is \$34,986 to \$46,288 commensurate with experience and licensing/certification.
An application and full position description is available upon request.

Contact:

Village of Magdalena
P.O. Box 145
108 N. Main Street
Magdalena, NM 87825

By phone: (575) 854-2261 or via email: mayor@villageofmagdalena.com