



VILLAGE OF MAGDALENA

P.O. BOX 145 / 108 N. MAIN STREET

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 11, 2024, AT 5:00 PM

VILLAGE HALL 108 N. MAIN STREET

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

<https://us06web.zoom.us/j/2848694212?pwd=MVE4QjdhR2NQVFozQnZMbTlaRUtrQT09>

Meeting ID: 284 869 4212

Passcode: MAGDALENA

PLEASE SILENCE ALL ELECTRONIC DEVICES

-
1. CALL TO ORDER
 2. ROLL CALL
 3. PLEDGE OF ALLEGIANCE
 4. APPROVAL OF AGENDA
 5. APPROVAL OF MINUTES
 - a. REGULAR MEETING – FEBRUARY 26, 2024
 - b. REGULAR MEETING RESCHEDULED – MARCH 1, 2024
 6. APPROVAL OF CASH BALANCE REPORT
 7. APPROVAL OF BILLS
 8. MAYOR'S REPORT
 9. CLERK'S REPORT
 10. DEPARTMENT REPORTS
 - a. EMS
 - b. FIRE
 - c. MARSHAL
 - d. JUDGE
 - e. PUBLIC WORKS
 - f. LIBRARY
 11. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF SOCORRO AND THE VILLAGE OF MAGDALENA FOR THE PURPOSE OF PROVIDING LIMITED ANIMAL CONTROL SERVICES - JURISDICTION OF THE VILLAGE OF MAGDALENA
 12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF THE TRUJILLO WELL EQUIPPING RE-BIDDING AND CONSTRUCTION SUPPORT SERVICES

13. 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:

a. NMSA 10-15-1(H)(2) LIMITED PERSONNEL MATTERS

- i. MAGDALENA SCHOOLS SECURITY OFFICER**
- ii. JOINT UTILITY WORKER**

- 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**

14. DISCUSSION AND POSSIBLE DECISION REGARDING APPROVAL OF MAGDALENA SCHOOLS SECURITY OFFICER JOB DESCRIPTION

15. DISCUSSION AND POSSIBLE DECISION REGARDING APPROVAL OF HIRING OF MAGDALENA SCHOOLS SECURITY OFFICER

16. DISCUSSION AND POSSIBLE DECISION REGARDING APPROVAL OF HIRING OF JOINT UTILITY WORKER

17. 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 11, 2024, 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

18. ADJOURNMENT

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT THE VILLAGE OFFICE, 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.

DRAFT

**MINUTES OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
MONDAY, FEBRUARY 26, 2024, AT 5:00 PM
VILLAGE HALL 108 N. MAIN STREET**

**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/2848694212?pwd=MVE4QjdhR2NQVFozQnZMbTlaRUtrQT09>

Meeting ID: 284 869 4212

Passcode: MAGDALENA

CALL TO ORDER: Mayor Rumpf called the Regular Meeting to order at 5:02 p.m.

PRESENT: Mayor Richard Rumpf, Trustee James Nelson, Trustee Donna Dawson, Carleen Gomez—Deputy Clerk, Juanita Puente- Clerk/Treasurer

PARTICIPATING VIA ZOOM VIDEO CONFERENCE: Attorney - Cori Strife

ABSENT: Michael Steininger-Finance Officer and Randy VanVleck- Attorney, Trustee Harvan Conrad, Trustee Clark Brown

GUESTS: Marshal Michael Zamora, Captain Brian Waterman, Michael Thompson, Cricket Courtney, Aimee Thompson, Teri Winchester, Donnie Chavez, Karolyn Chavez, Dale Eckes, Linda Montoya, Paul & Laura Bernier

Due to not having enough Trustees present for a quorum Mayor Rumpf rescheduled the meeting to Friday, March 1st, 2024, at 5:00 p.m.

Mayor Pro-Tem Jim Nelson adjourned the meeting at 5:07 p.m.

Respectfully Submitted,

Juanita Puente
Clerk/Treasurer

Richard Rumpf
Mayor

DRAFT

**MINUTES OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
FRIDAY, MARCH 1, 2024, AT 5:00 PM
VILLAGE HALL 108 N. MAIN STREET**

**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/2848694212?pwd=MVE4QjdhR2NQVFozQnZMbTlaRUtrQT09>

Meeting ID: 284 869 4212

Passcode: MAGDALENA

CALL TO ORDER: Mayor Rumpf called the Regular Meeting to order at 5:00 p.m.

PRESENT: Mayor Richard Rumpf, Trustee Harvan Conrad, Trustee James Nelson, Trustee Donna Dawson, Trustee Clark Brown, Carleen Gomez–Deputy Clerk, Juanita Punte- Clerk/Treasurer

PARTICIPATING VIA ZOOM VIDEO CONFERENCE:

ABSENT: Michael Steininger-Finance Officer, Randy VanVleck-Attorney

GUESTS: Aimee Thompson, Michael Thompson, Donnie Chavez, Sandy Julian, Teri Winchester, Cricket Courtney, Dee Libersky, Michael Zamora, Karolyn Chavez, Ann Danielsen, Linda Montoya

Michael Thompson led the gallery in reciting the Pledge of Allegiance.

APPROVAL OF AGENDA: Harvan Conrad moved to approve the agenda, and Clark Brown seconded the motion. The motion carried unanimously.

APPROVAL OF MINUTES

- a. **REGULAR MEETING – FEBRUARY 12, 2024:** Donna Dawson moved to approve the minutes as presented, and Harvan Conrad seconded the motion. The motion carried unanimously.

APPROVAL OF CASH BALANCE REPORT: Harvan Conrad moved to approve the Cash Balance Report, and Clark Brown seconded the motion. The motion carried unanimously.

APPROVAL OF BILLS: Donna Dawson moved to approve the Bill List, and Harvan Conrad seconded the motion. The motion carried unanimously.

BILL LIST

CENTRAL REGION EDUCATIONAL		\$432.96
CMI INCORPORATED		\$190.00
GILBERT GARCIA & SON SECURITY		\$441.00
JACOB FINCH		\$3,690.49
PENS, INC.		\$570.90
SOCORRO ELECTRIC COOP		\$4,967.23
STANDARD MANUFACTURING CO		\$3,130.00
TOTER LLC		\$7,956.58

VEXUS FIBER		\$73.29
XTREME CONTROL, LLC		\$110.00
TOTAL		\$21,562.45

MAYOR'S REPORT: Mayor Rumpf stated that Dr. Haven, Superintendent of Magdalena Schools emailed an update that Ms. Sara Owens the one-member Swim Team representing Magdalena Schools participated in the District 5 Swim meet in Albuquerque and competed in the 50M and 100M Freestyle events. He stated that unfortunately she did not qualify for the State meet but all are still proud of her.

Mayor Rumpf reported that the Magdalena Fire Department will be taking over the Hop Canyon Fire Department next week, we are waiting for a signature from the State Fire Marshal.

The BIA Bureau of Indian Affairs dormitories will be getting asbestos removed from two dormitories and hopefully take them down afterwards. There is a concrete building on the site that with new roof repair we can use that facility for a storage building for the Village of Magdalena.

CLERK'S REPORT: Clerk/Treasurer Juanita Puente reported that she continues to work on grants and submitting quarterly reports for all the grants.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO SUBDIVIDE PROPERTY OF 71.810 ACRES WITHIN THE VILLAGE LIMITS, 11249 US HIGHWAY 60, MAGDALENA, NM 87825 OWNED BY DONNIE AND KAROLYN CHAVEZ TO BE USED AS A SUBDIVISION

Karolyn Chavez reported that it will be considered a minor subdivision with 8 parcels and entrances on State Hwy 107 and Hwy 60. Mayor Rumpf reported that there is a 4" water line already on 107 near the entrance to the Eagle Nest RV Park, he will have to take another look at it. Karolyn Chavez added that all property owners will be responsible for their own septic tanks. Donnie Chavez reported that the homes will be custom homes with nice entrances and fences and Karolyn Chavez added it will be a gated community.

Donna Dawson requested a copy of the survey, covenants and restrictions. Karolyn Chavez added this is only a preliminary approval so that the survey can be done, and it is not the final approval. There will be two roads cut in with two cul-da-sacs. She stated that this will also be filed with the County Clerk and she will need a letter to present to the surveyor.

Donna Dawson moved to approve the preliminary plat, a letter and the subdivision survey, and Clark Brown seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye

Harvan Conrad: Aye

Donna Dawson: Aye

Clark Brown: Aye

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF LOAN AGREEMENT BETWEEN THE NEW MEXICO FINANCE AUTHORITY (NMFA) AND THE VILLAGE OF MAGDALENA FOR THE PURCHASE OF A POLICE VEHICLE, FOR THE LOAN AMOUNT OF \$66,742.00

Mayor Rumpf reported that the Police vehicle will be paid by Law Enforcement Protection Funds (LEPF) and they will intercept the vehicle payment annually.

James Nelson moved to approve, and Clark Brown seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

Clark Brown: Aye

Donna Dawson: Aye

Harvan Conrad: Aye

James Nelson: Aye

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION #2024-03, AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN VILLAGE OF MAGDALENA, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$66,742 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING A NEW POLICE VEHICLE AND THE RELATED EQUIPMENT FOR THE GOVERNMENTAL UNIT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE STATE LAW ENFORCEMENT PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 29-13-6, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE LAW ENFORCEMENT PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT

James Nelson moved to approve Resolution #2024-03, and Donna Dawson seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye

Harvan Conrad: Aye

Donna Dawson: Aye

Clark Brown: Aye

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO ACQUIRE VERIZON CONNECT VEHICLE TRACKING SYSTEM FOR ALL VILLAGE VEHICLES

Mayor Rumpf stated that the Village has a huge investment in vehicles and equipment, and we would need 11 tracking units with cameras that are able to record the speed being traveled, miles traveled, track vehicles if stolen, keep track of fuel data and how long they are idling. Donna Dawson asked how much it costs for everything. Mayor Rumpf replied that it would be \$629.15 monthly through Verizon and the cost will be split between all the departments. Verizon will come onsite and install the devices on all vehicles. Plus, the system can monitor all the activities in real time. James Nelson asked how the cost will be budgeted for being \$7,000 per year. The Mayor replied that it is not budgeted at this time.

James Nelson moved to approve the request, and Harvan Conrad seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

Clark Brown: Aye

Donna Dawson: Aye

Harvan Conrad: Aye

James Nelson: Aye

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 moved to go into Executive Session at 5:26 pm, and Harvan Conrad seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye

Harvan Conrad: Aye

Donna Dawson: Aye

Clark Brown: Aye

The motion carried unanimously.

a. NMSA 10-15-1(H)(2) LIMITED PERSONNEL MATTERS

i. POLICE DATA ENTRY CLERK/MUNICIPAL COURT CLERK

• 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 moved to go back into Regular Session at 5:35 pm and certified that the only the matters on the agenda were discussed and no decisions were made, and Harvan Conrad seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

Clark Brown: Aye

Donna Dawson: Aye

Harvan Conrad: Aye

James Nelson: Aye

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO ADVERTISE POLICE DATA ENTRY CLERK/MUNICIPAL COURT CLERK POSITION AND ACCEPT JOB DESCRIPTION

Harvan Conrad moved to approve said position and the job description as presented, and Clark Brown seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye

Harvan Conrad: Aye

Donna Dawson: Aye

Clark Brown: Aye

The motion carried unanimously.

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 FRIDAY, MARCH 1, 2024, 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

Cricket Courtney asked about what the plans are for the BIA dormitories. The Mayor reported that the Village of Magdalena is first on the list and a priority concerning the tear down of the tribal school and housing and to be replaced with mid-income properties with restrictions on the property due to the hazardous asbestos. There will be a website available, and a consultant was hired by the State under the Brownfield Funding, and they are actively pursuing this project.

The USDA Forest Service is giving away trees for those that apply for them, with the condition and promise to keep them watered for 3 years, this begins in August 2024.

Linda Montoya asked how the Senior Center is doing financially. Mayor Rumpf replied that the budget is tight and right now we are looking at the new fiscal year's budget. Otherwise, the Senior Center is doing well, with great attendance. Also, the center is getting donations from Shalom who is the company installing fiber optics of \$500.00 per month. The Senior Center started from scratch, so it's been quite a challenge. Linda Montoya replied that they are really pleased with the food. The Mayor also reported that the Senior Center has been funded to take seniors to the movies and is also offering bingo.

Sandy Julian asked about the female Police Officer and if she was still here? Mayor replied that she didn't get accepted to the Law Enforcement Academy. Sandy Julian also asked why there is a police car parked on the fire department property and what were the plans for it. The Mayor stated that the donated vehicles parked at the Fire station will be used for extrication training for the Fire and EMS departments.

Teri Winchester wanted to give a heads up to the Board of Trustees on how building more houses doesn't necessarily help the Village of Magdalena. Homeowners who pay more in property taxes usually spend less on local services.

ADJOURNMENT: Donna Dawson moved to adjourn the meeting at 6:01 p.m. and Clark Brown seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Juanita Puente
Clerk/Treasurer

Richard Rumpf
Mayor

Carleen Gomez

From: James Nelson <jcnelson@gilanet.com>
Sent: Wednesday, March 6, 2024 9:19 AM
To: Carleen Gomez
Subject: Re: Department Reports Due

Seven EMS calls in February.

On 3/6/2024 8:47 AM, Carleen Gomez wrote:

All,

This is just your reminder that Department Reports for February 2024 are due this Friday, before noon. Please let me know if you have any questions.

Thank You,

Carleen Gomez, CMC
Deputy Clerk/Court Clerk
Village of Magdalena
Ph: (575)854-2261



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Magdalena Marshal's Office

Monthly Report	<u>Month: Feb</u>	<u>Year: 2024</u>
Marshal Zamora	ID#:Mag-1	
Total Miles Driven:		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	1	54.00 / 6 WARNINGS
TRAFFIC CITATIONS: State Statutes		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS	2	
TRAFFIC ACCIDENTS		
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS		
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS	2	
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY	2	
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE		
PUBLIC SERVICE	10	
NM STATE POLICE	1	
SHERIFF'S OFFICE	1	
NM FISH & GAME		
US BORDER PATROL		
US FOREST SERVICE		
<u>OTHER:</u>		
ALARM CALLS	0	
FINGERPRINTING		
Driving Tests	1	
Misc. Cases	12	
<u>TOTALS:</u>	32	54

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : FEB Year: 2024

License Number: _ G93062
 Make and Model: _ FORD EXPID.2011 21

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	12628	12819	191	16.9	54.15			10
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								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28	12819	12988	169	19.8	79			Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			360	36.7	133.15			

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

Magdalena Marshal's Office

<i>Monthly Report</i>	<i>Month: FEBRUARY 2024</i>	
	ID# Mag 2	Capt. Waterman
Total Miles Driven:	727	
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	12	\$648
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	0	
JUVENILE CASES	0	
DOMESTIC CASES	0	
CRIMINAL DAMAGE / PROPERTY	0	
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE	0	
PUBLIC SERVICE	0	
NM STATE POLICE	0	
SHERIFF'S OFFICE	0	
NM GAME & FISH	0	
NM LIVESTOCK BOARD	0	
US BORDER PATROL	0	
US FOREST SERVICE	0	
<u>OTHER:</u>		
ALARM CALLS	0	
FINGERPRINTING	0	
Driving Tests	0	
Misc. Cases		
VW/PR	0	
<u>TOTALS:</u>	12	\$648

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : Febuary Year: 2024

License Number: _____
 Make and Model: DODGE RAM/F-150


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	152	366	214	14.82	44.45			04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11	214	474	260	11.67	35			(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								10
14								Invoice No.: _____ Amt.\$ _____
15								Date
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18	474	597	123	13.24	43.7			Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24	597	727	130	12.78	\$51.00			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			727	52.51	174.15			

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

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : FEB Year: 2024

License Number: _____
 Make and Model: Chevy 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	116586	116668	82					02 Electrical Maintenance
3	116668	116750	82	18.39	55.15			03 Engine Maintenance
4	116750	116830	80					04 General Supplies
5	116830	116932	102	7.145	*20			05 Interior Maintenance
6	116932	117015	83	18.35	55.02			06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9	117015	117116	101					10 Tire Repair 15
10	117116	117259	143					11 Wash and Wax
11	117290	117429	139	18.26	54.75			(Attach Copy of Invoices)
12	117429	117502	72					Invoice No.: _____ Amt.\$ _____
13	117502	117590	88	19.26	61			10
14								Invoice No.: _____ Amt.\$ _____
15								Date _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18	117590	117641	52					Invoice No.: _____ Amt.\$ _____
19	117699	117758	86					Code: _____ Date: _____
20	117785	117865	80	17.89	59.01			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			1,189	99.3	304.35			

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

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : FEB Year: 2024

License Number: _____
 Make and Model: DODGE RAM

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								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	11424	11502	78					Code: _____ Date: _____
24	11502	11603	101	20.61	68			Invoice No.: _____ Amt.\$
25	11603	11706	103					Code: _____ Date: _____
26	11706	11768	62					Invoice No.: _____ Amt.\$
27	11768	11868	100	21.24	70.06			Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$
31								
Totals			444	41.85	138.06			

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

Signature:  M-3 Title: Deputy



**MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF SOCORRO AND THE VILLAGE OF MAGDALENA
FOR THE PURPOSE OF PROVIDING LIMITED ANIMAL CONTROL SERVICES
JURISDICTION OF THE VILLAGE OF MAGDALENA**

THIS AGREEMENT (“Agreement”) by and between the Village of Magdalena (“Village” or “Magdalena”) and the County of Socorro (“County”).

RECITALS:

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

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law; and,

WHEREAS, NMSA 1978, Section 77-1-12 (2009) provides that, “[e]ach municipality and each county shall make provision by ordinance for the seizure and disposition of dogs and cats running at large and not kept or claimed by any person on the person's premises; provided, however, that the ordinance does not conflict with the provisions of Chapter 77, Article 1B NMSA 1978.,” and,

WHEREAS, stray dogs, cats and other animals running at large and dangerous dogs in the municipality pose a danger to the health safety and welfare of its citizens & the municipality currently does not have an animal control officer; and,

WHEREAS, neither the County nor Magdalena have an animal control shelter facility and accordingly rely on an agreement for sheltering services with the City of Socorro; and,

WHEREAS, the County of Socorro employs and equips an animal control officer; and,

WHEREAS, the County of Socorro is willing to assist Magdalena in performing its duties to for the seizure and disposition of dogs and cats running at large and to address dangerous dogs in the Village limits on a limited basis; and,

WHEREAS, the Village desires to engage the County to provide certain services to the Village regarding the capture of Village animals, and the County is willing to provide the service on a limited basis.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES:

1. **PURPOSE:** The purpose of this Agreement is to provide certain services to the Village regarding the capture of Village animals and the transport of those animals to the City of Socorro's animal shelter.

2. **COMMON POWER:** The common powers to be exercised is the power pursuant to NMSA 1978, Section 3-18-1 (1972) for municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order".

3. **SCOPE OF SERVICES & GENERAL PARTY OBLIGATIONS:**

Services to be supplied to Magdalena by the County shall include:

A. **Animal Control.**

- i. The County, depending on available resources, will respond to animal control calls in the municipality when prior notice is given by Magdalena to the Manager of Socorro County by the Mayor of the Village. Magdalena will pay the County a rate of \$35.00 per hour worked per Animal Control Officer. This service will consist of the seizure of Village animals that are running at large or determined to be dangerous or have attached persons or livestock.
- ii. The County seized animals that are not otherwise disposed of will be housed at the City of Socorro's animal control shelter pursuant to the County's agreement with the City effective March 15, 2021, as amended from time to time.
- iii. Seized animals on Magdalena Court Holds (Protective Custody) status will be held at held at the City of Socorro's animal shelter the cost set for the in the City/County agreement.

4. **OBLIGATIONS OF MAGDALENA:**

- A. The Village agrees and understands that, in regard to the services described in this Agreement, the County has a statutory responsibility to first provide services to the unincorporated area of the County and can only provide the described services to Magdalena if there is available manpower and resources.
- B. The Village of Magdalena will commission the County's animal control officer as a Village animal control officer with the authority to enforce the Village's animal

control ordinance(s). All actions of the County's animal control officer will be deemed to be made under the authority of the Village of Magdalena.

5. PAYMENT FOR SERVICES:

- A. The County shall submit an invoice to Magdalena accounting for all services performed and expenses incurred in this Agreement. Magdalena shall submit payment to the County for the services performed and expenses incurred within thirty days of receipt of the invoice.
- B. The County shall forward all invoices received by the City of Socorro for sheltering services for Village impounded animals Magdalena. Magdalena shall submit payment to the City for the services performed and expenses incurred within thirty days of receipt of the invoice.

6. LIABILITY:

- A. A. Agreement is not intended to and does not establish any waiver of immunity from liability for alleged tortious conduct or any other matter of any officer, agent, or employee of Village or the County apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* (1976) (hereinafter, as heretofore and hereafter (i) amended and (ii) construed and applied by the appellate courts of the State of New Mexico, the "Act"). All privileges and immunities from liability, and exemptions from laws, ordinances, and rules, which apply to "governmental entities" and to "public employees," each as defined in the Act, shall apply to the same extent while engaged in the performance of any of their respective functions and duties hereunder.
- B. No Party shall be responsible for liability, beyond the obligation to provide insurance coverage, incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.
- C. This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.
- D. All employees or contractors engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the County's supervision and control and said County shall be solely responsible for the conduct and performance of these individuals.

7. THIRD PARTY BENEFICIARY: This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.

8. **PROPERTY:** No property shall be acquired as a result of this Agreement, which does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

9. **STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS:** Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

10. **AMENDMENT:** This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

11. **APPROPRIATIONS:** Performance under this Agreement is contingent upon sufficient authority and appropriations.

12. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New Mexico.

13. **EFFECTIVE DATE, TERM AND TERMINATION OF AGREEMENT.**

- A. This Agreement shall become effective upon the approval of the parties.
- B. This Agreement shall continue, unless terminated per section 13 (D).
- C. This Agreement, in whole or in part, may be amended or terminated by the consent of all Parties at any time,
- D. This agreement may be terminated by any one Party upon not less than (30) days written notice. Upon termination all obligations incurred under this Agreement shall terminate.

14. **HEADINGS.** The headings of the sections of this Agreement are inserted only for convenience or reference and are not intended or to be construed to modify, define, limit or expand the intent of the Parties.

15. **SEVERABILITY.** If any provision of this Agreement shall be found by a court of competent jurisdiction to be illegal, in conflict with any law of the State of New Mexico or otherwise unenforceable, the validity and enforceability of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision found to be illegal, invalid or otherwise unenforceable.

16. **FURTHER ASSURANCES.** Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement effective upon the approval of both parties.

**SOCORRO COUNTY
BOARD OF COUNTY COMMISSIONERS**


Approved, Adopted and Passed this 23, day of January, 2024.



JOE GONZALES, COMMISSIONER
DISTRICT I



CRAIG D. SECATERO, VICE-CHAIRMAN
DISTRICT II



JOHN J. AGUILAR, COMMISSIONER
DISTRICT III

GLEN DUGGINS, COMMISSIONER
DISTRICT IV



ANTONIO RAY MARTINEZ, CHAIRMAN
DISTRICT V

ATTEST BY:



BETTY SAAVEDRA, COUNTY CLERK



VILLAGE OF MAGDALENA

RICHARD RUMPH, MAYOR

DATE

ATTEST BY:

JUANITA PUENTE, VILLAGE CLERK

February 23, 2024

Mayor Richard Rumpf
Village of Magdalena
108 N Main St
Magdalena, NM 87825

Re: Village of Magdalena | Trujillo Well Equipping Re-Bidding and Construction Support Services

Dear Mayor Rumpf,

Bohannon Huston, Inc. (BHI) is pleased to submit this scope of work and fee proposal for professional services for the Trujillo Well Equipping Re-Bidding and Construction Phase Services. BHI proposes to complete the services as further outlined in the attached Exhibit A, for a lump sum amount of \$59,080.00, plus applicable gross receipts tax.

Any services excluded from this proposal can be negotiated at a later date, if determined necessary to complete the project.

If this proposal is acceptable, please issue a purchase order for signature. Attached to this letter are Exhibit A (Scope of Work) and Exhibit B (manhour estimates for the basic service tasks described in Exhibit A).

This proposal is subject to renegotiation if not accepted within thirty (30) days. If any portion of this scope extends in duration for more than one year from the date of acceptance, the contract is subject to renegotiation. New Mexico gross receipts tax will be added to all invoices.

We appreciate the opportunity to provide you with this proposal and look forward to working with you on the project. If you have comments or questions, do not hesitate to contact us.

Sincerely,



Todd Burt, PE
Senior Vice President
Water Systems

TB/NR/mg
Enclosures

Cc:

TRUJILLO WELL EQUIPPING RE-BIDDING AND CONSTRUCTION SUPPORT SERVICES

EXHIBIT A—DESIGN SERVICES SCOPE OF WORK

TASK 1—BIDDING AND NEGOTIATION PHASE

Objective: BHI will be responsible for assisting the Village throughout the duration of the bidding process, including running a pre-bid conference and issuing addenda as required. BHI will provide a recommendation of award letter after the bid opening. Services under this task include:

- Assist with maintaining bidder’s list
- Attend pre-bid conference
- Issue addenda (as required) to clarify, correct, or change bid documents
- Attend bid opening, prepare bid tabulation sheets, and assist in evaluating bid award

Assumptions:

- One pre-bid conference will be held at Magdalena’s offices in conjunction with a site visit with potential bidders. BHI recommends this be a non-mandatory pre-bid conference

Deliverables:

- Pre-bid meeting minutes
- Preparation of up to three (3) addenda
- Bid evaluation and tabulation
- Recommendation of award

TASK 2—ENGINEERING SUPPORT DURING CONSTRUCTION

Objective: BHI will provide the following services to aid the construction team.

- Attend pre-construction conference
- Attendance at progress meetings
- Submittal / shop drawing review
- RFI and design revision support
- Conduct final walk-through of project

Assumptions:

- Attending up to twelve (12) progress meetings
- Review of thirty (30) submittals
- Review and respond up to five (5) RFIs and prepare two (2) design revisions
- Construction contract duration of 120 consecutive calendar days

Other than record drawings and operation and maintenance manuals, all other information shall be provided electronically (PDF) to the Village on a flash drive.

- Resident Project Representative Services are excluded from this project.

Deliverables:

- Prepare record drawings based on contractor red lines, including two (2) full size (24-inch by 36-inch) plans, two (2) half size (11-inch by 17-inch) plans, and electronic PDF copy
- Prepare construction close out package with all documentation collected during the project including RFIs, submittals, pay applications, change orders, etc.
- Prepare final closeout package including final record drawings and BHI Tracker information.

EXHIBIT B - DESIGN SCOPE FEE

Name of Project: TRUJILLO WELL EQUIPPING RE-BIDDING AND CONSTRUCTION SERVICES
Client: VILLAGE OF MAGDALENA
Principal-In-Charge/ PM, Des. Eng.: TODD BURT/NATHAN ROBERTS

Units.

Task / Activity	Engineer 7, PIC	Engineer 6, PE	Engineer 4	Engineer 3	Engineer 2	Engineer Tech 6	Admin Prof 5	Other Groups	Subconsultant	Reimbursable Expenses	Task Sub-Totals	
											Per-Hrs	Cost
Hourly Rate:	\$ 260	\$ 235	\$ 180	\$ 160	\$ 135	\$ 135	\$ 110					
TASK 1: BIDDING SERVICES												
Prepare Advertisement for Bids Advertisement Cost		5		5				2				12 \$ 2,195.00
Request Wage Rates								4				4 \$ 440.00
Maintain Web-Based Bid Tracker								4				4 \$ 440.00
Conduct pre-bid meeting at the project site		8		8								16 \$ 3,160.00
Provide Clarifications		4		8								12 \$ 2,220.00
Prepare and Distribute Addenda		4		8								12 \$ 2,220.00
Attend Bid Opening (Digital)		1		1				1				3 \$ 505.00
Tabulate/evaluate Bids								4				4 \$ 440.00
Verify Contractor Compliance								4				4 \$ 440.00
Prepare a Recommendation of Award Letter		2		2				4				8 \$ 1,230.00
SUBTOTAL		24		32				23				79 \$ 13,290.00
TASK 2: ENGINEERING SERVICES DURING CONSTRUCTION												
Contractor NTP Documents		4		4				2				10 \$ 1,800.00
Attend/Conduct Construction Pre-Con Meeting		8		8								16 \$ 3,160.00
Progress Meetings (Assumes 12)		18		36								54 \$ 9,990.00
Submittal/Shop Drawing Review (Assumes 30)		20		60								80 \$ 14,300.00
RFI Response (Assumes 5)		10		20		10						40 \$ 6,900.00
Record Drawings (30 sheets)		4		8		32						44 \$ 6,540.00
Project Closeout		4		8				8				20 \$ 3,100.00
SUBTOTAL		68		144		42	10					264 \$ 45,790.00
TOTAL PROPOSAL A (EXCL. NMGR):		92		176		42	33					343 \$ 59,080.00

**VILLAGE OF MAGDALENA
POSITION DESCRIPTION**

TITLE: Magdalena School Security Officer

EMPLOYMENT TERM: 12 months-Full Time

DEPARTMENT: Police (Magdalena Marshals Department)

EXEMPT/NON-EXEMPT: Non-Exempt

FUNDING SOURCE: Law Enforcement

QUALIFICATIONS:

1. High School Diploma or GED required; additional training in security or law enforcement preferred.
2. Working knowledge of standard office practice and procedures.
3. Must be able to communicate in an acceptable manner with the staff and the public.
4. Must pass an extensive background check and drug test.
5. Strong attention to detail and accuracy in data entry tasks.
6. Excellent organizational and time management skills with the ability to prioritize tasks effectively.
7. Effective communication skills, both verbal and written.
8. Familiarity with law enforcement terminology and procedures is an asset.

PAY RANGE: \$15.75/hr.

WORKING HOURS: 32-40 hours per week, Monday-Thursday

LUNCH HOUR: Open

POSITION GOAL: To provide a safe atmosphere for the students and school personnel.

WORKING CONDITIONS: Maybe asked to work extra hours including special events.

DUTIES & RESPONSIBILITIES: As directed by Marshal

1. Maintains all police records.
2. Campus Patrol.
3. Visitor Management.
4. Monitor surveillance Systems.
5. Collaborate with Law Enforcement.
6. Promptly report all emergencies to your supervisor (MARSHAL) and/or Captain.
7. Crisis Management.
8. Assist with monthly fire drills and safety meetings.
9. Must advise NMSP Dispatch that you are in service at the school.
10. Must fill out department dailies and complete reports as needed.
11. Communicate effectively with law enforcement personnel to clarify data entry requirements, resolve discrepancies, and address any concerns related to data integrity.
12. Attend training as directed by Marshal or Captain as needed.
13. Perform any other duties as directed by the Marshal.

QUALIFICATIONS: As directed by Marshal

- Prior experience in security, law enforcement, or a related field is advantageous.
- Strong communication and interpersonal skills, with the ability to interact effectively with students, staff, and visitors from diverse backgrounds.
- Sound judgment and decision-making abilities, especially in high-pressure situations.
- Physical fitness and the ability to stand, walk, and patrol for extended periods.
- Familiarity with relevant laws, regulations, and security procedures.
- Certification in First Aid, CPR, and AED (Automated External Defibrillator) administration may be required.

EVALUATION: Will be evaluated in accordance with the Village of Magdalena policies and procedures.

ADVANCEMENT OPPORTUNITY: To be determined by Marshal.

BOARD APPROVED: March 11th, 2024

CERTIFICATION

I have carefully reviewed the above description of the qualifications, duties and responsibilities of this position and certify acceptance of this description as complete and accurate.

Employee

Date