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, AUGUST 14, 2023, 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

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1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
   a. REGULAR MEETING – JULY 24, 2023
   b. SPECIAL MEETING – JULY 31, 2023
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 RESOLUTION NO. 2023-18, AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN VILLAGE OF MAGDALENA, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF $54,358.85 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

12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2023-19, AUTHORIZING LEGISLATIVE APPROPRIATION FUNDING FOR HIRING OF NEW DEPUTY MARSHALS, PROVIDING FOR RECRUITMENT & RETENTION STIPENDS AND REFERRAL FEES

13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR CONTRACT GENERAL LEGAL COUNSEL FOR THE VILLAGE OF MAGDALENA

14. CATHERINE DEMARIA/ART MAGDALENA & CREATIVE PARTNERS – DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO APPLY FOR $100,000.00 CREATIVE INDUSTRIES GRANT

15. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF QUOTE FOR INDOOR/OUTDOOR CAMERAS FOR MAGDALENA MARSHAL'S DEPARTMENT

16. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF QUOTE FOR SAFETY REPAIRS TO MAGDALENA RODEO GROUNDS ARENA

17. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF QUOTE TO SAND BLAST, PRIME & PAINT COMMUNITY CENTER BUILDING AT MAGDALENA RODEO GROUNDS – DFA CAPITAL APPROPRIATION PROJECT NO. 22-G3026

18. 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. DEPUTY MARSHAL
        ii. ASSISTANT COOK/DRIVER

- 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

19. DISCUSSION & POSSIBLE DECISION TO HIRE DEPUTY MARSHAL

20. DISCUSSION & POSSIBLE DECISION REGARDING ASSISTANT COOK/DRIVER

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, AUGUST 14, 2023 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.

DRAFT

MINUTES OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
MONDAY, JULY 24, 2023, 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/4861155997?pwd=V0V6SERBNVdGNDNPaE1ZdWp1N004UT09
Meeting ID: 486 115 5997
Passcode: MAGDALENA

CALL TO ORDER: Mayor Richard Rumpf called the meeting to order at 5:00pm.

PRESENT: Mayor Richard Rumpf, Trustee Harvan Conrad, Trustee James Nelson, Trustee Clark Brown, Carleen Gomez–Deputy Clerk and Attorney Kathy Stout

PARTICIPATING VIA ZOOM VIDEO CONFERENCE: Trustee Donna Dawson

ABSENT: NONE

GUESTS: Collier Nelson- Assistant Clerk, Linda Montoya, Aimee Thompson & Micheal Thompson

Mr. 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:

REGULAR MEETING – JUNE 12, 2023: James Nelson moved to approve the minutes as amended, and Harvan Conrad seconded the motion. The motion carried unanimously.

APPROVAL OF CASH BALANCE REPORTS: Deputy Clerk Carleen Gomez stated that there was no Cash Balance Report available due to the closing of the end of the fiscal year.

APPROVAL OF BILLS: Deputy Clerk Carleen Gomez stated that there was also no Bill List available at this time.

MAYOR'S REPORT: Mayor Rumpf gave thanks to Attorney Kathy Stout for serving is since 2011. Mayor Rumpf presented a gift to Ms. Stout of Nambe ware. Mayor Rumpf stated that at the end of the week there was a meeting in Toas, NM with Triple A-Aging for the Senior Center. Mayor Rumpf also stated that he would be attending an airport meeting in Albuquerque next Friday. Attorney Kathy Stout was once again thanked for all her hard work.

CLERK'S REPORT: No report was given.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF BUDGET ADJUSTMENT RESOLUTION NO. 2023-01: Donna Dawson moved to approve Resolution No. 2023-01; James Nelson 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 SCHEDULING A SPECIAL MEETING TO APPROVE THE CLOSING OF FY2023 AND APPROVING THE FY2024 BUDGET: Mr. Michael Steininger stated that there is usually a special meeting for closing out the fiscal year. The Board agreed that the special meeting would be scheduled for Monday, July 31, 2023, at 9:00am. Donna Dawson moved to approve the date and time, and Harvan Conrad seconded the motion. The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2023-14, APPROVING PARTICIPATION IN THE PROGRAM OF THE SOUTH-CENTRAL COUNCIL OF GOVERNMENTS, INC. FOR FISCAL YEAR 2023-2024 AND APPOINTING THE DESIGNATED REPRESENTATIVE AND ALTERNATE: Mayor Rumpf stated that the meetings are in Las Cruces. Mayor Rumpf stated that he has been the Representative and James Nelson has been the Alternative. James Nelson moved to approve Resolution No. 2023-14, and keep the Representative and Alternate the same, 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.

PUBLIC HEARING – DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF THE FY 2025-2029 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP) FOR THE MAGDALENA SENIOR CENTER:

- **MOTION & ROLL CALL VOTE TO RECESS THE REGULAR MEETING AND TO GO INTO PUBLIC HEARING:** Donna Dawson moved to recess from the regular meeting at 5:11pm and go into the Public Hearing, and James Nelson 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.

Mayor Rumpf stated that as far as construction goes for the Senior Center, he would like to see a wind wall built on the south side of the building. He stated that there are two small windows that need to be replaced and also one window that is cracked and needs to be replaced. He stated that he would like to see a wood fence for the dumpsters. He stated that he would like to see $108,000.00 for kitchen items such as a dish washer, refrigerator, slicing machine, surveillance, and a chain link fence.

Mayor Rumpf suggested the following as an updated ICIP for the Magdalena Senior Center:

#1 - 2025-001
West Side Addition - 760 sq. ft. including a 38 X 20 cement work in front of the building at a cost of $260.000.00

#2 – 2025-002
Metal 2 Vehicle Carport
$18,000.00

Mayor Rumpf stated that Socorro County did a good job with improvements over the years. He added that the Village has a nice building and it is a good structure.

#3 – 2026-001
Replacing 2 Vans
$300,000.00

#4 – 2027-001
Surveillance Package

#5 – 2028-001
Range Hood

#6 – 2029-001
Parking Lot Improvements

Mayor Rumpf invited Public Comment. Carol "Cricket" Courtney suggested that automatic doors be installed for ADA compliance. Mayor Rumpf stated that there should be other money to get something like that done quicker. Donna Dawson stated that both doors are wheelchair accessible.

- **MOTION & ROLL CALL VOTE TO GO BACK INTO REGULAR SESSION:** Donna Dawson moved to go back into the Regular Session at 5:44 pm, and James Nelson 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 RESOLUTION NO. 2023-15, A RESOLUTION ADOPTING THE FY 2025-2029 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP) FOR THE MAGDALENA SENIOR CENTER: Donna Dawson moved to approve Resolution No. 2023-15, 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.

DISCUSSION & POSSIBLE DECISION REGARDING PAYOUT OF VACATION HOURS FOR MARSHAL AND DEPUTY CLERK: Donna Dawson moved to approve the request, and James Nelson 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 MONDAY, JULY 24, 2023, 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

Mrs. Linda Montoya stated that she would like to see more Seniors using the facility. She also asked if the previous ICIP that was discussed concerning the sewer system was different from the ICIP discussed at this meeting. Mayor Rumpf stated that it was. Mrs. Montoya stated that she is also concerned about the library heating and cooling system. Mayor Rumpf stated that he tried to get quotes for that but there was very little to no response.

ADJOURNMENT: Donna Dawson moved to adjourn the meeting at 6:09 pm, and Clark Brown seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Carleen Gomez, CMC
Deputy Clerk

Richard Rumpf
Mayor

Minutes taken by:

Collier Nelson, Assistant Clerk

DRAFT

MINUTES OF THE SPECIAL MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
MONDAY, JULY 31, 2023, 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

CALL TO ORDER: Mayor Rumpf called the Special Meeting to order at 9:00am.

PRESENT: Mayor Richard Rumpf, Trustee James Nelson, Trustee Clark Brown, and Carleen Gomez–Deputy Clerk

PARTICIPATING VIA ZOOM VIDEO CONFERENCE: Trustee Donna Dawson, Trustee Harvan Conrad, Micheal Steininger, and Carol "Cricket" Courtney

ABSENT: NONE

GUESTS: There were no members of the public present at this meeting.

Mayor Richard Rumpf led the gallery in reciting the Pledge of Allegiance.

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

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF FINAL FY2023 BUDGET ADJUSTMENT RESOLUTION NO. 2023-02: Michael Steininger stated that there does not need to be an additional BAR because this item was taken care of at the last regular meeting.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO 2023-16, A RESOLUTION APPROVING 2022-2023 FINAL QUARTER FINANCIAL REPORT FISCAL YEAR ENDING JUNE 30, 2023: Michael Steininger stated that the Law Enforcement Protection Fund was at a $33,000.00 balance of which a carryover was requested. Mr. Steininger stated that the Law Enforcement Recruitment & Retention Fund was at $3,600.00 which has already been reverted to the State. He stated that the Senior Center Budget was at $1,300.00, and a reimbursement for July 2023 from Triple-A was received in the amount of $18,000.00, and ARPA Funds were left at a $40,000.00 balance that should be encumbered by the end of FY 2024. Mr. Steininger stated that the FY2023 Audit is scheduled for the week of September 11th, 2023. He pointed out that the Water Department balance is $168,000.00 and the Ambulance Fund is $31,000.00. He was happy to report that there was nothing surprising that came up and we are ending the year in a very good position. Donna Dawson moved to approve Resolution No. 2023-16, approving the 2022-2023 final quarter financial report for fiscal year ending June 30, 2023, and James Nelson 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 RESOLUTION 2023-17, A RESOLUTION ADOPTING THE FY2023-2024 BUDGET: Mr. Michael Steininger stated that the bulk of any changes were in the Senior Center Budget. He stated that there will need to be a BAR for the Fire Dept. because the balance is $110,000.00. Mr. Steininger stated that there will be $98,000.00 coming in for Law Enforcement Protection Funds for FY2024 and the majority of that will be dropped into vehicle costs. Mr. Steininger stated that there will be $112,000.00 coming in for Law Enforcement Retention & Recruitment Funds of which $60,000.00 will be for recruiting and a new Resolution will have to be adopted for when that money arrives. Mr. Steininger stated that the Senior Center budget was tweaked so there was no deficit. He added that with the library position being made full-time the general fund will have to be used to cover salary and benefits and operation costs will be left to the library budget. He stated that the Senior Center Budget is just an unknown since it is brand new to us. Harvan Conrad moved to approve Resolution No. 2023-17, A Resolution Adopting the FY2023-2024 Budget, 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, JULY 28, 2023, 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:
Carol "Cricket" Courtney suggested that maybe ARPA Funds can be used towards the library if the Board so chooses.

ADJOURNMENT: Donna Dawson moved to adjourn the meeting at 9:14am, and Clark Brown seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Carleen Gomez, CMC
Deputy Clerk

Richard Rumpf
Mayor

Minutes taken by:

Collier Nelson, Assistant Clerk

Magdalena Marshal's Office

Monthly Report	***Month: JUL 2023***	***Year: 2023***
Marshal Zamora	**ID#:Mag-1**	
Total Miles Driven:		
GENERAL CALLS:	**AMOUNT**	**REVENUE**
TRAFFIC CITATIONS: **Village Ordinances**	2	283
TRAFFIC CITATIONS: **State Statutes**		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
TRAFFIC ACCIDENTS		
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS	1	
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS	4	
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY		
ASSISTANCE CALLS:		
AMBULANCE/FIRE		
PUBLIC SERVICE	5	
NM STATE POLICE		
SHERIFF'S OFFICE		
NM FISH & GAME		
US BORDER PATROL		
US FOREST SERVICE		
OTHER:		
ALARM CALLS		
FINGERPRINTING		
Driving Tests		
Misc. Cases	5	
TOTALS:	17	283

MAGDALENA MARSHAL DEPARTMENT

MONTHLY VEHICLE EXPENDITURE REPORT

For the month of : JULY Year: 2023

License Number:_____

Make and Model:_ FORD E)XP 2021

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
1							
2							
3							
4							
5							
6							
7	8045	8278	233	17.7	69.35		
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21	8278	8522	244	19.9	77.75		
22							
23							
24							
25							
26							
27							
28							
28							
30							
31							
Totals			477	37.6	147.1		

Maintenance Section

01 Chassis Maintenance
02 Electrical Maintenance
03 Engine Maintenance
04 General Supplies
05 Interior Maintenance
06 Lubrication
07 Miscellaneous
09 Tire Purchase
10 Tire Repair 15
11 Wash and Wax

(Attach Copy of Invoices)

Invoice No.:_____Amt.$
10

Invoice No.:_____Amt.$____
Date

Invoice No.:_____Amt.$____
Code:____ Date:_____

Invoice No.:_____Amt.$____
Code:____ Date:_____

Invoice No.:_____Amt.$____
Code:____ Date:_____

Invoice No.:_____Amt.$____
Code:____ Date:_____

Invoice No.:_____Amt.$____
Code:____ Date:_____

Invoice No.:_____Amt.$____
Code:____ Date:_____

Invoice No.:_____Amt.$____
Code:____ Date:_____

Invoice No.:_____Amt.$____

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

Signature: **Title:** MARSHAL

Magdalena Marshal's Office

Monthly Report	***Month: JULY***	***Year: 2023***
	ID# Mag 2	LT. Waterman
Total Miles Driven:	673	
GENERAL CALLS:	**AMOUNT**	**REVENUE**
TRAFFIC CITATIONS: **Village Ordinances**	58	$3,132
TRAFFIC CITATIONS: **State Statutes**	0	
CRIMINAL CITATIONS	0	
ANIMAL CONTROL CITATIONS	0	
TRAFFIC ACCIDENTS	0	
D.W.I. ARRESTS	0	
FELONY ARRESTS	1	
MISDEMEANOR ARRESTS	1	
12 HOUR HOLD ARREST	0	
CRIMINAL INVESTIGATIONS	2	
JUVENILE CASES	0	
DOMESTIC CASES	0	
CRIMINAL DAMAGE / PROPERTY	0	
ASSISTANCE CALLS:		
AMBULANCE/FIRE	1	
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	
OTHER:		
ALARM CALLS	0	
FINGERPRINTING	0	
Driving Tests	0	
Misc. Cases	1	Warrant Arrest
TOTALS:	58	$3,132

MAGDALENA MARSHAL DEPARTMENT

MONTHLY VEHICLE EXPENDITURE REPORT

For the month of : JULY Year: 2023

License Number:_ 16631G
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
1							
2	4253	4339	86	14.87	58.01		
3							
4							
5							
6							
7	4339	4461	122	18.72	73		
8							
9							
10							
11							
12							
13	4461	4558	97	15.64	61		
14							
15							
16	4558	4670	112	14.1	55		
17							
18							
19							
20							
21							
22	4670	4806	136	17.95	$70.00		
23							
24							
25							
26							
27							
28	4806	4926	120	16.49	64.33		
29							
30							
31							
Totals			673	98.77	381.34		

Maintenance Section

01 Chassis Maintenance
02 Electrical Maintenance
03 Engine Maintenance
04 General Supplies
05 Interior Maintenance
06 Lubrication
07 Miscellaneous
09 Tire Purchase
10 Tire Repair
11 Wash and Wax

(Attach Copy of Invoices)
Invoice No.:_____Amt.$ 10
Invoice No.:_____Amt.$____
Date
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____

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

Signature: **Title:**

Magdalena Marshal's Office

Monthly Report	***Month:***	***Year: 2023***
	ID# Mag 3	
Total Miles Driven:		
GENERAL CALLS:	**AMOUNT**	**REVENUE**
TRAFFIC CITATIONS: **Village Ordinances**	6	$70
TRAFFIC CITATIONS: **State Statutes**		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
TRAFFIC ACCIDENTS		
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS		
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS		
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY		
ASSISTANCE CALLS:		
AMBULANCE/FIRE		
PUBLIC SERVICE		
NM STATE POLICE		
SHERIFF'S OFFICE		
NM GAME & FISH		
NM LIVESTOCK BOARD		
US BORDER PATROL		
US FOREST SERVICE		
OTHER:		
ALARM CALLS		
FINGERPRINTING		
Driving Tests	1	
Misc. Cases		
TOTALS:	70	$70

Paulitica Mora

MAGDALENA MARSHAL DEPARTMENT

MONTHLY VEHICLE EXPENDITURE REPORT

For the month of : JULY Year: 2023

License Number:_ G97490
Make and Model:_ Chev Silverodo 2016

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
1							
2							
3							
4							
5	3702	3747	45	19.95	$78		
6							
7							
8							
9							
10							
11							
12	3747	3971	224	19.6	$76.45		
13							
14							
15							
16							
17							
18	3971	4184	410	17.97	$70.10		
19							
20							
21							
22							
23							
24							
25	4184	4381	194	18.61	$72.60		
26							
27							
28							
29							
30							
31	4381	4580	199	18.37	$74.60		
Totals	12.581	13.369	982	54.6	215.75		

Maintenance Section

01 Chassis Maintenance
02 Electrical Maintenance
03 Engine Maintenance
04 General Supplies
05 Interior Maintenance
06 Lubrication
07 Miscellaneous
09 Tire Purchase
10 Tire Repair
11 Wash and Wax

(Attach Copy of Invoices)
Invoice No.:_____Amt.$
10
Invoice No.:_____Amt.$____
Date
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____

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

Signature: Paulette Monte **Title:** Cpl

Librarian's Report
JULY 2023

Days Open	20	**# of Volunteers**	1
Days Closed	1 4th July	**Volunteer Hours**	2.5
Total Visitors	346		
Museum Visitors	150 (55 FF 7/1/2023)	**New Library Cards**	9 New / Deleted 79

Events:

Number of Events:	11	Attendance:	143

Date:		**# of People:**	
7/1/2023	Frontier Festival including Dean Crane	45	45a
7/5/2023	Wand making Craft kids $ HP Audio	4	1a 3c
7/6/2023	Library Board Meeting	6	6 a
7/6/2023	Friends of the Library Meeting	5	5 a
7/7/2023	Crafts more wands & HP Audio	5	2a 3 a
7/2/2023	Marionettes	10	2a 8a
7/14/2023	ABQ Bio Park	27	9a 18c
7/19/2023	Plastic bottle flowers crafts	8	2a 6c
7/19/2023	Luna del Valle - Los Lunas Meeting	6	6a
7/19/2023	Magdalena Chamber	2	2a
7/28/2023	End Summer Reading /Imagination Library	25	10a 15c
		143	90a 53c

Circulation

PHYSICAL		**DIGITAL**	
# of Books	105	# of eBooks	37
# of Books on CD	0	# of Online Audio	101
# of DVDs	46		
Total Physical	151	**Total Digital**	138
Total Circulation			
ILL Processed	0		

Computers/Wi-Fi

# Computer Sign ins	28
Total Unique Wi-Fi Devices	126
Avg. # Wi-Fi Devices per day	21
Avg. Data Usage per Device	1.22 GB

Other:

2 people used computers for Food handler's tests online.
1 person took a pesticides certification test on computers.

Meeting for Catron County and Los Lunas residents.

Two different companies came to give quotes for future renovations to the Library.

7/13 New faucet installed near Boxcar after vandals broke off lock between the 1st and 5th of July.

Friends of the Library purchased more cameras which will be installed so that both water faucets will be in view and other pertinent blind spots.

Swamp coolers needed maintenance various times.

Respectfully Submitted,
Yvonne Magener,
Library Director

STATE OF NEW MEXICO
VILLAGE OF MAGDALENA
COUNTY OF SOCORRO

The Board of Trustees (the "Governing Body") of the Village of Magdalena, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at 108 N. Main Street, Magdalena, New Mexico, 87825 being the meeting place of the Governing Body for the regular meeting held on the 14th day of August, 2023, at the hour of 5:00 p.m. Upon roll call, the following members were found to be present:

Present: _____

_____

_____

_____

_____

_____

Absent: _____

_____

_____

Also Present: _____

_____

_____

Thereupon, there was officially filed with the Deputy Clerk a copy of a proposed resolution in final form.

VILLAGE OF MAGDALENA, NEW MEXICO
RESOLUTION NO. 2023-18

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 $54,358.85 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.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Resolution unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to the Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Deputy Clerk this Resolution and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Resolution to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF VILLAGE OF MAGDALENA, NEW MEXICO:

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, Sections 29-13-1 through 29-13-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

"Aggregate Annual Debt Service Requirement" means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means the Mayor, Mayor Pro Tem, Deputy Clerk.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

"Closing Date" means the date of execution, delivery and funding of the Loan Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Completion Date" means the date of final payment of the cost of the Project.

"Distributing State Agency" means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

"Expenses" means the cost of issuance of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

"Finance Authority" means the New Mexico Finance Authority.

"Finance Authority Debt Service Account" means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest, if any, on the Loan Agreement as the same become due.

"Fiscal Year" means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the Board of Trustees of the Governmental Unit, or any future successor governing body of the Governmental Unit.

"Governmental Unit" means the Village of Magdalena, New Mexico.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

"Indenture" means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

"Intercept Agreement" means the Intercept Agreement, dated the Closing Date, between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing

State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

"Loan Agreement" means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

"Loan Agreement Principal Amount" means the original principal amount of the Loan Agreement as shown on the Term Sheet.

"NMSA" means the New Mexico Statutes Annotated, 1978, as amended and supplemented.

"Parity Obligations" means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet.

"Pledged Revenues" means the State Law Enforcement Protection Fund revenues distributed to the Governmental Unit, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made periodically by the State Treasurer pursuant to Section 29-13-6, NMSA 1978, as amended.

"Program Account" means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

"Project" means the project described in Exhibit "A" to the Loan Agreement.

"Resolution" means this Resolution No. 2023-18 adopted by the Governing Body on August 14, 2023, approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

"State" means the State of New Mexico.

"Term Sheet" means Exhibit "A" to the Loan Agreement.

"Trustee" means BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and the Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents, and the issuance and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that

the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of $54,358.85 plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project; (ii) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of $54,358.85, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, beginning on May 1, 2025, at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions that are consistent with this Resolution as may be approved by such individual Authorized Officers, and the Deputy Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Program Account, Finance Authority Debt Service Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held by the Finance Authority and to the Program Account to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account, all as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account and the Finance Authority Debt Service Account shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

B. Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay the principal and interest due under the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal, interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations,

any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds, or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged to, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution, the Loan Agreement and Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement, Intercept Agreement and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Resolution may be supplemented or amended by resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. This Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This

repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and the Deputy Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

(Form of Summary of Resolution for Publication)

Village of Magdalena, New Mexico
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2023-18, duly adopted and approved by the Governing Body of Village of Magdalena, New Mexico, on August 14, 2023. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the Deputy Clerk, 108 N. Main Street, Magdalena, New Mexico 87825.

The title of the Resolution is:

VILLAGE OF MAGDALENA, NEW MEXICO
RESOLUTION NO. 2023-18

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 $54,358.85 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.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 14TH DAY OF AUGUST, 2023.

VILLAGE OF MAGDALENA, NEW MEXICO

By_____
Richard Rumpf, Mayor

[SEAL]

ATTEST:

By_____
Carleen Gomez, Deputy Clerk

Trustee _____ then moved adoption of the foregoing Resolution, duly seconded by Trustee _____.

The motion to adopt said Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

_____

_____

_____

_____

_____

Those Voting Nay: _____

_____

_____

Those Absent: _____

_____

_____

_____ (__) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the Deputy Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

VILLAGE OF MAGDALENA, NEW MEXICO

By_____
Richard Rumpf, Mayor

[SEAL]

ATTEST:

By_____
Carleen Gomez, Deputy Clerk

EXHIBIT "A"

Meeting Agenda
of the August 14, 2023
Board of Trustees Meeting

(See attached)

STATE OF NEW MEXICO
VILLAGE OF MAGDALENA
COUNTY OF SOCORRO

I, Carleen Gomez, the duly qualified and acting Deputy Clerk of Village of Magdalena, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of Trustees of Village of Magdalena, New Mexico (the "Governing Body"), constituting the governing body of the Governmental Unit had and taken at a duly called regular meeting held at 108 N. Main Street, Magdalena, New Mexico 87825, on August 14, 2023, at the hour of 5:00 p.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of August, 2023.

VILLAGE OF MAGDALENA, NEW MEXICO

By_____
Carleen Gomez, Deputy Clerk

[SEAL]

6740368

SOURCES AND USES OF FUNDS

Village of Magdalena
2023 Law Enforcement Loan

Sources:	
Bond Proceeds:	
Par Amount	54,358.85
Other Sources of Funds:	
LEPF Contributing Funds	25,000.00
	79,358.85
Uses:	
Project Fund Deposits:	
Project Fund	79,358.85
	79,358.85

BOND SUMMARY STATISTICS

Village of Magdalena
2023 Law Enforcement Loan

Dated Date	09/22/2023
Delivery Date	09/22/2023
Last Maturity	05/01/2028
Arbitrage Yield	
True Interest Cost (TIC)	
Net Interest Cost (NIC)	
All-In TIC	
Average Coupon	
Average Life (years)	3.108
Duration of Issue (years)	3.108
Par Amount	54,358.85
Bond Proceeds	54,358.85
Total Interest	
Net Interest	
Total Debt Service	54,358.85
Maximum Annual Debt Service	13,590.00
Average Annual Debt Service	11,795.77
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	*Par Value*	*Price*	*Average Coupon*	*Average Life*
Disadvanteged Loan Component	54,358.85	100.000		3.108
	54,358.85			3.108

	TIC	All-In TIC	Arbitrage Yield
Par Value	54,358.85	54,358.85	54,358.85
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	54,358.85	54,358.85	54,358.85
Target Date	09/22/2023	09/22/2023	09/22/2023
Yield			

BOND DEBT SERVICE

Village of Magdalena
2023 Law Enforcement Loan

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
05/01/2025	13,589.85		13,589.85	13,589.85
11/01/2025				
05/01/2026	13,590.00		13,590.00	13,590.00
11/01/2026				
05/01/2027	13,590.00		13,590.00	13,590.00
11/01/2027				
05/01/2028	13,589.00		13,589.00	13,589.00
	54,358.85	0	54,358.85	54,358.85

Note: The Village MHI of $26,081 constitutes 48.28% of the state's MHI

BOND SOLUTION

Village of Magdalena
2023 Law Enforcement Loan

Period Ending	Proposed Principal	Proposed Debt Service	Existing Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
05/01/2024			22,424	22,424	98,000	75,576	437.03175%
05/01/2025	13,590	13,590	22,424	36,014	98,000	61,986	272.11753%
05/01/2026	13,590	13,590	22,424	36,014	98,000	61,986	272.11640%
05/01/2027	13,590	13,590	22,424	36,014	98,000	61,986	272.11640%
05/01/2028	13,589	13,589	22,425	36,014	98,000	61,986	272.11640%
	54,359	54,359	112,121	166,480	490,000	323,520	

FORM 8038 STATISTICS

Village of Magdalena
2023 Law Enforcement Loan

Dated Date	09/22/2023
Delivery Date	09/22/2023

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Disadvanteged Loan Component:						
	05/01/2024		0.000%	100.000		
	05/01/2025	13,589.85	0.000%	100.000	13,589.85	13,589.85
	05/01/2026	13,590.00	0.000%	100.000	13,590.00	13,590.00
	05/01/2027	13,590.00	0.000%	100.000	13,590.00	13,590.00
	05/01/2028	13,589.00	0.000%	100.000	13,589.00	13,589.00
		54,358.85			54,358.85	54,358.85

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	05/01/2028		13,589.00	13,589.00		
Entire Issue			54,358.85	54,358.85	3.1083	

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	0.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

RESOLUTION NO. 2023-19

AUTHORIZING LEGISLATIVE APPROPRIATION FUNDING FOR HIRING OF NEW DEPUTY MARSHALS, PROVIDING FOR RECRUITMENT & RETENTION STIPENDS AND REFERRAL FEES

WHEREAS, the Board of Trustees for the Village of Magdalena met upon notice of a duly published regular business meeting August 14, 2023, at 5:00 P.M. at Village Hall, 108 N. Main Street, Magdalena, New Mexico 87825, and,

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities 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 3-17-1 *et seq*. (1990) provides that municipalities may adopt laws not inconsistent with the laws of New Mexico for the purpose of providing for the safety, preserving the health, promoting the prosperity and improving the morals, order, comfort and convenience of the municipality and its inhabitants; and,

WHEREAS, Michael Zamora is the duly appointed Marshal of the Village of Magdalena with the authority to appoint and direct deputies pursuant to NMSA 1978, Section 4-41-5 (1975) to perform the duties of said office; and,

WHEREAS, NMSA 1978 Section 3-12-3 (A)(8) provides that municipal governing bodies prescribe the compensation and fees to be paid municipal officers and employees; and,

WHEREAS, NMSA 1978, Section 3-13-4 provides that any municipality may establish by ordinance a merit system for the hiring, promotion, discharge and general regulation of municipal employees; and,

WHEREAS, the Board has adopted a merit system ordinance, the Village of Magdalena Personnel Policy; and,

WHEREAS, Article IV, Section 27; [n]o law shall be enacted giving any extra compensation to any public officer, servant, agent or contractor after services are rendered or contract made; nor shall the compensation of any officer be increased or diminished during his term of office, except otherwise provided in this constitution; and,

WHEREAS, the NM Attorney General's Opinion dated June 4, 2004, explains that while retroactive "bonuses" are unconstitutional, the constitution does not preclude a public employer from considering its employees' past performance and years of service when deciding how to compensate them, as long as the employees are paid in return for future services; and,

WHEREAS, according to a 2020 survey by the National Police Foundation, 86% of departments reported a staffing shortage and the Magdalena Marshal's Office has experienced this shortage; and,

WHEREAS, the 52nd Legislature during the 2022 Regular Session passed HB 68, signed into law by the Governor, establishes the "law enforcement training and recruiting fund" and states that "the department of finance and administration shall establish a program to distribute funds for local law enforcement agencies to provide recruitment and retention stipends to law enforcement officers;" and,

WHEREAS, HB 68 provides that "[t]the program shall also establish appropriate guidelines on the use of those funds, including recruitment and retention stipends that may be distributed to:

A. a person who is not certified as a law enforcement officer pursuant to the Law Enforcement Training Act upon employment with a law enforcement agency; provided that the recipient successfully obtains such certification;
B. a person who is certified as a law enforcement officer pursuant to the Law Enforcement Training Act upon employment with a law enforcement agency; provided that the recipient remains employed with that agency for three months; and
C. a person who is certified as a law enforcement officer pursuant to the Law Enforcement Training Act currently employed by a law enforcement agency; provided that the law enforcement officer remains employed with that law enforcement officer's current agency for one additional year;" and,

WHEREAS, the Village of Magdalena received Appropriation #22-ZG1016-42 in the amount of $281,250.00 of which $112,500 must be spent by June 30, 2024; and,

WHEREAS, Magdalena is a wonderful place to live, work and raise a family, and in recognition of that the Marshal and Board of Trustees believe a hiring providing a hiring incentive pay program will attract new employees to be members of the community and serve the public; and

,
WHEREAS, this resolution is adopted to establish a program for the use of the HB 68 Funding.

NOW THEREFORE, be it resolved by the Board of Trustees that the following is the Village of Magdalena's Law Enforcement Recruitment & Retaining Program subject to compliance with Department of Finance Regulations:

I. RETENTION BONUS

$10,000 per officer or $30,000 may be used for retention bonuses.

II. NEW HIRE

A. $2,000 for a person who is not certified as a law enforcement officer pursuant to the Law Enforcement Training Act upon employment with the Marshal's Office provided that the recipient successfully obtains such certification and remains employed with the Marshal's Office for one year.

B. $4,000 for a person who is certified as a law enforcement officer pursuant to the Law Enforcement Training Act upon employment with the Marshal's Office provided that the recipient remains employed with the Marshal's Office for one year.

C. Moving expenses up to $3,500 for new hire.

D. Salary of new hire.

E. Each employee hired and that received a hiring bonus pursuant to House Bill 68 is required to return the funds in the event he or she does not complete one year of employment with the Marshal's Office.

III. REFERRAL STIPEND

Each law enforcement officer who refers an individual to the Marshal's Office who is hired will receive up to $2,000 for a referral bonus.

IV. PAY RAISE

Up to $5.00 an hour to existing wages which totals approximately $14,400 over six months.

V. RECRUITMENT

Remaining approximately $60,000 may be used to market vacant positions, attendance at hiring fairs, and other personnel expenses including housing and moving expenses as may be allowed by Department of Finance and Administration regulations.

VI. RETENTION STIPEND.

Any funds not expended pursuant to the above sections by May 31, 2024, shall be authorized for retention stipends as follows.

A. An amount, to be determined by the Marshal and this Board, will be authorized for each deputy who is certified as a law enforcement officer pursuant to the Law Enforcement Training Act currently employed by the Marshal's Office, provided that the deputy remains employed with that the Marshal's Office for one additional year.

B. Each employee hired and receiving a hiring bonus pursuant to House Bill 68 is required to return the funds in the event he or she does not complete one year of employment with the Marshal's Office.

NOW THEREFORE BE IT FURTHER RESOLVED, by the Board of County Commissioners that sections I, II, III, V and VI of this program will end on June 30th, 2024.

This Resolution supersedes Resolution No. 2023-02.

PASSED, APPROVED AND RESOLVED THIS 14th DAY OF AUGUST 2023.

_____

Richard Rumpf
Mayor

Attested:

_____

Carleen Gomez, CMC
Deputy Clerk

VILLAGE OF MAGDALENA
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the **Village of Magdalena** ("Village") and **NM LOCAL GOVERNMENT LAW, LLC.** ("Contractor").

IT IS MUTUALLY AGREED BY THE PARTIES:

1. **Scope of Work.**

Contractor shall provide general legal consulting and representation services in governmental matters for Village at the request of the Village Clerk. The services may include, but are not limited to, representation of Village and its officials in administrative and judicial matters in which Village is a party; attendance at Village Council and other Village Board and Commission meetings; drafting of ordinances, resolutions, agreements and other legal documents; analysis and interpretation of legal authorities; and such other assignments as Village may request from time to time. The Scope of Work is to be completed in the time frame required by Village. Contractor is responsible for the end project and Contractor shall make its best efforts to minimize legal costs to Village. This Agreement does not guarantee to Contractor any volume of work or amount of business, and is limited to such work as Village may refer in its sole discretion.

2. **Compensation.**

Village shall pay Contractor for all services under this Contract for an amount up to but not to exceed $_____, plus applicable New Mexico gross receipts tax (GRT), at hourly and expense reimbursement rates as follows:

Rates, Fees and Expenses:

Attorney Hourly Rate:	$160.00
Junior Attorney Rate:	$120.00
Paralegal Hourly Rate:	$ 75.00
Travel Fee:	50% of hourly rates
Expenses:	Actual costs of mileage, meals and lodging, subject to any approvals and limitations as may required by the New Mexico Per Diem and Mileage Act, NMSA (1978), §§ 10-8-1 to 10-8-8; all other incidental expenses such as copying and filing fees.

Contractor shall submit monthly itemized invoices to Village showing the date, description, and amount of time for each service. Payment is subject to availability of funds pursuant to the Appropriations clause set forth below in paragraph 6.

3. **Term.**

This Agreement shall be for a period of one (1) year and shall terminate on August 31, 2024, unless terminated sooner or renewed as provided herein.

4. **Renewal.**

This Agreement may be renewed at Village's option for up to three (3) additional one-year terms on the same terms and conditions contained herein, provided that the total compensation for the initial term and all renewal terms shall not exceed $_____ or such other amount as may be specified in NMSA (1978), § 13-1-125.

5. **Termination.**

This Agreement may be terminated by either party at any time upon thirty (30) days' written notice to the other party. Contractor shall be obligated to continue to perform services under the terms of this Agreement past the termination date as may be required in any pending action until Village has made satisfactory arrangements for legal services.

6. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by Village for the performance of this Agreement. If sufficient appropriations and authorization are not made by Village, this Agreement shall terminate immediately upon written notice being given by Village to Contractor. Village's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If Village proposes an amendment to this Agreement to unilaterally reduce funding, Contractor shall have the option to terminate this Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

7. **Indemnification**.

Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold Village and Village's employees, agents, independent contractors and representatives harmless from damages and losses arising from the acts or omissions of Contractor pursuant to the subject matter of this Contract, whether such damages are based in tort, contract, statute, any other category of law or in equity.

8. **Required Insurance**.

Contractor shall maintain liability insurance in an amount at least equal to the damage limits set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended). Contractor shall maintain employee's liability and workmen's compensation insurance as required by law. Contractor shall provide Village with a Certificate of Insurance establishing the coverage.

9. **Professional Liability Insurance.**

Contractor agrees to maintain professional liability insurance in amounts acceptable under industry standards to cover any claims and potential liabilities arising out of Contractor's acts or omissions under this contract.

10. **Limitation of Liability.**

Village shall have no liability to Contractor for any matter relating in any way to the subject matter of this Contract except for the compensation provided for herein, whether such liability is in contract, tort, statute, or any other category of law or in equity. There shall be no liability for compensation that has not yet been earned pursuant to the terms of this Contract or for consequential damages.

11. **Required Licenses and Permits.**

Contractor, its employees and its independent contractors shall have all licenses required by law to perform any act in connection with this Contract.

12. **Work Product.**

All work and work product produced under this Contract shall be and remain the exclusive property of Village, and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation, legal entity or organization), other than Village, any such work or work product or copies thereof.

13. **Ethical Considerations.**

Contractor shall abide by the Code of Professional Responsibilities and/or applicable Canons of Ethics prescribed for Contractor's profession. Failure of any owner, partner, or major employee employed by Contractor to remain in good standing shall immediately render this contract voidable at the sole discretion of Village, and, if declared voidable, all obligations of Village to perform hereunder shall be nullified.

14. **Confidentiality**.

Any information learned, given to, or developed by Contractor in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to anyone (individual, corporation, legal entity or organization) without the prior written approval of the Village.

15. **Status of Contractor**.

Contractor acknowledges that Contractor is an independent contractor and as such neither Contractor, Contractor's employees, independent contractors, agents nor representatives shall

be considered employees or agents of Village nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, or any other benefits provided to Village.

16. **Non-Agency**.

Contractor agrees not to purport to bind Village to any obligation not assumed herein by Village unless Contractor has express written approval and then only within the limits of that express authority.

17. **Worker's Compensation**.

Contractor acknowledges that neither Contractor, Contractor's employees, independent contractors, agents nor representatives shall have any claim whatsoever to worker's compensation coverage under Village's policy.

18. **Taxes**.

Contractor, and Contractor alone, shall be liable to the State of New Mexico and federal government(s) and/or their agencies for income and self-employment taxes required by law and Village shall have no liability for payment of such taxes or amounts.

19. **Records and Audit**.

Contractor shall keep, maintain, and make available to Village all records, invoices, bills, etc. related to performance of this Contract for a period of no fewer than three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by Village or its authorized representative or agent, including federal and/or state auditors.

20. **Conflict of Interest, Governmental Conduct Act.**

Contractor warrants that Contractor presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest, which would conflict with Contractor's performance of services under this contract. Contractor certifies that the requirements of the Governmental Conduct Act, NMSA (1978), §§ 1-16-1 through 10-16-18, regarding contracting with a public officer, public employee or former public employee have been followed, including but not limited to prohibitions against nepotism. If any potential conflict of interest arises, Contractor shall timely notify Village and shall follow its duties of professional responsibility to resolve such potential conflict with Village.

21. **Non-Discrimination**.

Contractor agrees that Contractor, Contractor's employees, independent contractors, agents and representatives shall comply with all federal, state and local laws regarding equal

employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

22. **Assignment.**

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

23. **Severability**.

In the event that a court of competent jurisdiction rules that any provision of this Agreement is void, voidable or otherwise unenforceable, all other provisions shall remain in full force and effect that are not inconsistent with the court's ruling.

24. **Sole Agreement**. This Agreement including all exhibits whether attached hereto or incorporated herein by reference, incorporates all of the agreements and understandings between the parties and is the sole agreement between the parties. No other prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement.

25. **Survival.**

All terms of this Agreement that as a practical matter would require actions by either party after the expiration, termination or voiding of this Agreement to effectuate those terms, shall survive such expiration, termination or voiding.

26. **Amendment**.

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

27. **Applicable Law**.

This Agreement shall be governed by the Laws of the State of New Mexico.

28. **Jurisdiction and Venue**.

Any legal proceeding arising out of the subject matter of this Contract, whether based in contract, tort, statute, other category of law or in equity, shall be brought before the Seventh Judicial District Court, Socorro County, State of New Mexico. Contractor hereby agrees that such court shall have jurisdiction over it and that venue shall be proper in such court.

29. **Illegal Acts.**

Pursuant to NMSA (1978), § 13-1-191, it shall be unlawful for any Contractor to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any

kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited. Contractor warrants and represents that it has not engaged in and will not engage in such activity.

30. **Release.**

Contractor agrees that, upon final payment of the amount due under this Agreement, Contractor releases Village from all liability, claims and/or obligations whatsoever arising from the subject matter of this Agreement, whether based in contract, tort, statute, other category of law or in equity.

31. **Contact Information for Parties**. The contact information for the parties to this Agreement is as set out in this paragraph. Unless such information is changed in writing, all notices or other communication pursuant to this Contract shall be through the contact information in this paragraph.

Village of Magdalena P.O. Box 145 108 Main St. Magdalena, NM 87825 (575) 854-2261	NM Local Government Law LLC Randy Autio, Esq. 8100 Wyoming Blvd NE Ste M4 # 424 Albuquerque, NM 87113-1963 (505) 889-0983 randy@nmlgl.com

32. **Authority.** The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Agreement and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and if used, shall be binding. This Agreement may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

Signed and Agreed:

Village of Magdalena	**NM Local Government Law, LLC**
_____	_____
Richard Rumpf, Mayor	Randy Autio, Esq.
_____	_____
Date	Date

Attest:

_____

Village Clerk

CONKLIN, WOODCOCK & ZIEGLER, P.C.

John K. Ziegler
Attorney At Law
Direct Dial: 505-224-9160
E-mail: jkz@conklinfirm.com

July 12, 2023

Via Email: mayor@villageofmagdalena.com and cgomez@villageofmagdalena.com

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

Re: Contract General Legal Counsel for The Village of Magdalena

Dear Mayor Rumpf:

Please accept this letter in response to the Village of Magdalena's search for general legal counsel. I have represented several municipalities, including the Town of Bernalillo, City of Albuquerque, Truth or Consequences, and others. I am enclosing our Firm's information/brochure, which includes my resume/qualifications, as well as a list of references as requested.

Thank you for the opportunity and consideration for this position. I look forward to discussing any questions you might have.

Sincerely yours,

CONKLIN, WOODCOCK & ZIEGLER, P.C.

By: *\/s/ John K. Ziegler*
John K. Ziegler

JKZ:is
Enc.

320 Gold SW, Suite 800
Albuquerque NM 87102
505-224-9160
505-224-9161 (fax)
www.conklinfirm.com

JULY 12, 2023

FIRM INFORMATION / BROCHURE

FIRM INFORMATION/BROCHURE

Conklin, Woodcock & Ziegler, P.C. ("CWZ" or the "Firm") proposes to provide legal services to the Village of Angel Fire.

1. QUALIFICATIONS

CWZ is an AV-rated firm that is made up of the following attorneys: Robert C. Conklin, (of Counsel), Jacqueline M. Woodcock, John K. Ziegler, Christa M. Hazlett, Carol Dominguez Shay, Philip Hunteman, and Morgan Porter. All of its shareholders have more than 20 years of general civil litigation experience.

We are a relatively small firm; however, all of our attorneys are highly experienced, skilled and capable of responding quickly. Our Firm and our attorneys are recognized by our peers, judges and clients in every significant survey and publication, including:

- ***Martindale Hubble***
  - The Firm is AV-rated (highest rating for legal ability and ethics) (Robert Conklin, John Ziegler and Carol Dominguez Shay)
- ***Best Lawyers in America***
  - Top tier for Commercial Litigation, Employment Defense, Civil Rights and Labor Law
  - Employment/Commercial Litigation (Robert Conklin)
  - Employment (Jacqueline Woodcock and Christa Hazlett)
- ***Chambers America's Leading Lawyers For Business***
  - One of the top ranked firms in New Mexico in Employment and Labor Law
  - Tier one attorneys (John Ziegler and Jacqueline Woodcock)
  - Tier three ranked firm in New Mexico for Commercial Litigation
- ***Southwest Super Lawyers***
  - Robert Conklin, Jacqueline Woodcock, and John Ziegler
  - Christa Hazlett (Rising Stars)
- ***A.M. Best***
  - One of the top firms in New Mexico in insurance law and defense
- ***INTL Global Awards***
  - Recognized as Insurance Law, Firm of the Year in New Mexico (2012) Corporate INTL Global Awards
- **Benchmark Litigation**
  - Labor and Employment Star (John Ziegler)

The attorneys at the Firm represent and have longstanding relationships with many of the leading businesses/insurers in New Mexico. The members of the Firm have represented Public Service Company of New Mexico (the State's largest utility) since 1981 and Presbyterian

Healthcare Services (the State's largest healthcare provider) since 1998. Our attorneys have represented Bituminous Insurance Company for more than twenty-five (25) years, the New Mexico Lottery for over twenty (20) years, HB Construction for over fifteen (15), the Town of Bernalillo for over four (4) years, and SL Start since 2011.

In the areas of general litigation, personal injury, insurance law, employment litigation, and professional liability, the Firm has been hired by several insurance companies and their party adjusters, including:

BITCO General Insurance Corp.	AXIS
Arch Insurance	CNA
AEGIS Insurance Service	Fireman's Fund
RSUI Indemnity Company	Hartford
Sentry Insurance	Gallagher-Bassett
Lance Claims	Progressive Insurance
Philadelphia Insurance	Zurich
Allianz Resolution Management	Farm Bureau

The Firm has also been hired by many local and national businesses, non-profits and government entities, including:

HB Construction	Public Service Company of New Mexico
SL Start	Presbyterian healthcare Services
New Mexico Gas Company	City of Albuquerque
West Assurance	Rinchem Company
State of New Mexico Personnel Office	Tresco, Inc.
Sadie's of New Mexico	State Personnel Office
Adelante	Sandia National Laboratory
Pand Enterprises d/b/a McDonald's	Los Alamos National Labs
City of Albuquerque	Town of Bernalillo

The attorneys in the Firm have represented and provided advice to numerous governmental entities and individual officers and supervisory officials, including:

New Mexico State Police	Village of Bosque Farms
Bernalillo County Juvenile Detention Center	City of Portales
City of Albuquerque	City of Las Vegas
Albuquerque Police Department	Village of Eagle Nest
Sheriff's Departments	Counties of Valencia, Luna, Mora and San Miguel
State of New Mexico	New Mexico State University
First Judicial District Court	State Personnel Office
New Mexico Department of Health	New Mexico Department of Corrections
New Mexico Health and Human Services Division	Department of Workforce Solutions
Eight Judicial District Court	NM Aging and Long-Term Services Department
Eleventh Judicial District Court	State of New Mexico Department of Information & Technology
NM Institute of Mining & Technology	Office of the Second Judicial District Attorney
New Mexico Department of Homeland Security	Office of the Superintendent of Insurance
Secretary of State	Public Education Department
Santa Fe County	Town of Bernalillo
UNM Board of Regents	New Mexico Department of Transportation

The Firm is on the approved list for Santa Fe County and the City of Farmington and is on University New Mexico's ("UNM") approved panel of firms and has represented UNM on several matters including internal and external grievances and administrative charges, disciplinary issues and internal investigations of misconduct. The Firm has represented the City of Albuquerque in multiple lawsuits, appeals and arbitrations.

The following pages contain brief summaries of each attorney's background and experience.

ROBERT C. CONKLIN (Of Counsel)
320 Gold Ave., SW, Suite 800
Albuquerque, NM 87102
505-224-9160 (main)
505-224-9161 (fax)
505-224-9157 (direct)
rcc@conklinfirm.com

a. Areas of legal experience

- Employment law, including public employment law
- Civil rights
- Tort liability, including general negligence liability
- Law enforcement professional liability
- Professional Liability
- Insurance defense and coverage

b. Summary of general litigation experience

Mr. Conklin has been licensed to practice law since 1980. He has been the lead attorney on hundreds cases, and has "first-chaired" over 100 trials and arbitrations. He is recognized as one of the best employment and commercial litigators in New Mexico.

Throughout his nearly 40-year career, Mr. Conklin has represented several governmental entities and government-related entities, including:

- The City of Albuquerque
- The New Mexico Attorney General's Office
- New Mexico Association of Counties
- University of New Mexico
- The New Mexico Lottery Authority
- The New Mexico State Police
- The Bernalillo County Juvenile Detention Center
- The Cities of Albuquerque, Deming, Belen and Clovis
- Town of Tatum
- Counties of Valencia, Luna, Mora and San Miguel
- The State of New Mexico
- New Mexico Mutual
- The State Penitentiary

His recent government entity representation experience includes representing the NMDOT, medical malpractice matters and employment/civil rights cases. He has defended hundreds of employment lawsuits, including class action, multiple plaintiff, multiple defendant, and individual

party actions, involving age, gender, race, national origin, disability, religion, FMLA, discrimination and retaliation cases, and has successfully tried numerous jury and non-jury employment lawsuits.

c. Summary of experience in federal and/or state administrative/regulatory proceedings

Mr. Conklin has worked on hundreds of matters before the Equal Employment Opportunity Commission ("EEOC") and the New Mexico Human Rights Commission.

d. Summary of education and awards

Ratings and recognitions

- AV® rating by *Martindale Hubbell*
- *Best Lawyers in America,* since 2004
- *Southwest Super Lawyers*, since 2006
- *Chambers, America's Leading Lawyers for Business*, since 2004

Education

- University of Arizona, J.D., with distinction, 1980
- University of Arizona, B.A. (Political Science), with distinction, 1977

e. Admissions

- New Mexico, 1980

JACQUELINE M. WOODCOCK
(SHAREHOLDER/VICE PRESIDENT/SECRETARY)
320 Gold Ave., SW, Suite 800
Albuquerque, NM 87102
505-224-9160 (main)
505-224-9161 (fax)
505-224-9158 (direct)
jmw@conklinfirm.com

a. Areas of legal experience

- Employment law, including public employment law
- Civil rights
- Tort liability, including general negligence liability
- Professional liability
- Insurance defense and coverage

b. Summary of general litigation experience

Ms. Woodcock has been licensed to practice law since 1994. She has taught Employment Law at the UNM Anderson School of Management, and has 25 years of experience in handling tort, employment and general civil litigation cases. She is experienced and knowledgeable concerning all aspects of civil procedure, motion practice, discovery practice, trial preparation and trial technique and practice. Ms. Woodcock is particularly experienced in employment matters involving disabilities, leave, wage and hour, and retaliation, and representation of businesses, governmental entities, non-profits and individuals in all aspects of employment policies, procedures, practices and litigation.

Ms. Woodcock has handled employment matters for RMD and the City of Albuquerque. She represents the New Mexico Lottery Authority in employment and procurement code matters. She has represented the New Mexico Attorney General's Office in employment matters. She has represented New Mexico Mutual and the New Mexico History Museum Foundation, both government-created entities, in a full-range of employment matters. She has also defended the New Mexico State Bar on employment matters.

Ms. Woodcock has extensive experience analyzing insurance coverage issues and the preparation of coverage opinions and reservation of rights letter for Bituminous Casualty Corp. and Arch Insurance. She also litigates coverage disputes on behalf of insurers.

c. Summary of experience in federal and/or state administrative/regulatory proceedings

Ms. Woodcock has defended employers before the EEOC and the HRD on discrimination, harassment and retaliation claims under Title VII, the Age Discrimination in Employment Act, the

Americans with Disabilities Act, and the New Mexico Human Rights Act. She has also defended employers on their unemployment claims and wage claims before the State and has defended and assisted clients before the U.S. Department of Labor on claims and audits brought pursuant to the Family and Medical Leave Act, the Fair Labor Standards Act and the Vietnam Era Veterans' Readjustment Assistance Act.

d. License information

- New Mexico, 1996
- Delaware, 1994
- Pennsylvania, 1994
- Colorado, 1995
- Tenth Circuit Court of Appeals 1998

e. Summary of education, training and awards

Ratings and recognitions

- BV® rating by *Martindale Hubbell*
- *Chambers, America's Leading Lawyers for Business* since 2009 (Labor and Employment). In 2009, Chambers wrote: Ms. Woodcock is "highly recommended across the board for the no-nonsense, time-saving employment law advice she offers." In 2010, Chambers wrote that she was described by clients as "a great communicator" and "She works hard to reach reasonable solutions and cares not just about the outcome, but also about the means."
- *Southwest Super Lawyers* (Employment Litigation)
- *Best Lawyers in America* since 2013 (Employment Law, Individuals, Labor and Employment)
- *AM Best's Directory of Recommended Insurance Attorneys* since 2010
- Recognized in Insurance Law, Firm of the Year In New Mexico (2012) Corporation INTL Global Awards

Education

- Widener University, J.D., cum laude, 1993
- Widener University, B.A., 1989

Professional activities

- United Way Campaign Chair
- Former St. Mary's Advisory Council Board Member and Secretary
- Former Board Member, Wesley Kids
- Former Adjunct Professor (Employment Law), University of New Mexico, Anderson School of Management

JOHN K. ZIEGLER
(SHAREHOLDER/PRESIDENT)
320 Gold Ave., SW, Suite 800
Albuquerque, NM 87102
505-224-9160 (main)
505-224-9161 (fax)
505-224-9156 (direct)
jkz@conklinfirm.com

a. Areas of legal experience

- Investigations
- Employment law, including public employment law
- Labor law, including labor arbitrations and merit hearings
- Civil rights
- Tort liability, including general negligence liability
- Professional liability
- Insurance defense and coverage
- Construction law

b. Summary of general litigation experience

Mr. Ziegler has been licensed since 2001. He has worked on a wide variety of matters including: construction, employment, labor, breach of contract, tort and professional liability. He is experienced and knowledgeable concerning all aspects of civil procedure, motion practice, discovery practice, trial preparation and trial technique and practice.

With respect to government entities, Mr. Ziegler has represented State entities in a number of types of cases, including: investigations, employment, labor, civil rights, whistleblower, IPRA, bid protest, breach of contract and professional liability. Some of the government entities he has represented, include: The Human Services Department, the Department of Transportation, the Department of Corrections, the Department of Health, The Public Education Department, UNM, the City of Albuquerque, and the Town of Bernalillo. He has also represented the New Mexico Lottery in several matters. Mr. Ziegler has been retained numerous times by the State Personnel Office to represent government entities in labor matters, including arbitrations and unfair practice merit hearings.

In addition to representing government entities, Mr. Ziegler is General Counsel for a large construction company, and is routinely hired by Farm Bureau, PNM and Presbyterian Healthcare Services in a variety of matters.

c. Summary of experience in federal and/or state administrative/regulatory proceedings

Mr. Ziegler has handled numerous federal and state discrimination charges. He has handled EEOC "Fact Finding" hearings, Human Rights Commission hearings, and unemployment compensation matters. He has also handled matters before the New Mexico Public Employee Labor Relations Board.

d. License information

- New Mexico, 2001
- Texas, 2009

e. Summary of education, training and awards

Ratings and recognitions

- AV® rating by *Martindale Hubbell*
- *Chambers, America's Leading Lawyers for Business* since 2009 (Labor and Employment).
- *Southwest Super Lawyers,* since 2012

Education

- University of New Mexico, J.D., 2001
- University of New Mexico, B.A. (Political Science), 1998
  - Miriam Grunsfeld Scholarship

Professional memberships and activities

- Former Member, University of New Mexico School of Law Alumni Board
- Member, New Mexico Defense Lawyers Association
- Form Member, United Way Community Fund Volunteer Panel
- Former Member, New Day Board
- Former Member, Albuquerque Chamber of Commerce Business Advocacy & Government Relations Planning Council

Publications

- An Employer's Duty to Third Parties When Giving Employment Recommendations -- *Davis v. Board of County Commissioners of Dona Ana County*, 30 New Mexico Law Review 307 (2000)

CHRISTA M. HAZLETT (SHAREHOLDER)
320 Gold Ave., SW, Suite 800
Albuquerque, NM 87102
505-224-9160 (main)
505-224-9161 (fax)
505-224-9158 (direct)
cmh@conklinfirm.com

a. Areas of legal experience

- Employment law, including public employment law
- Medical malpractice
- Tort liability, including general negligence liability
- Insurance defense

b. Summary of general litigation experience

Ms. Hazlett has been licensed as an attorney since 2000. During her career, she has represented clients in tort liability and employment matters, including medical malpractice, nursing home litigation, employment discrimination, harassment, retaliation, wrongful discharge, and breach of contract claims. Ms. Hazlett also has experience with personal injury and wrongful death claims. She is experienced and knowledgeable concerning all aspects of civil procedure, motion practice, discovery practice, trial preparation and trial technique and practice.

Ms. Hazlett has represented many government entities, including: UNM, UNMH, Human Services Department, the Department of Transportation, the Secretary of State, the New Mexico Aging and Long-Term Services Department, and various Judicial Districts. Ms. Hazlett also represents hospitals and health care providers in medical malpractice actions. She was lead counsel in a nine-day medical malpractice trial in 2023 that resulted in a defense verdict.

Before joining the CWZ, she was a Shareholder and Director at Keleher & McLeod, and she practiced federal employment and labor law at the U.S. Department of Housing & Urban Development in Washington, D.C.

c. Summary of experience in federal and/or state administrative/regulatory proceedings

Ms. Hazlett tried cases before the State Personnel Board, the Personnel Review Board for the District Attorneys, and arbitrations for the City of Albuquerque. Ms. Hazlett also practiced extensively before the EEOC and the U.S. Merit Systems Protection Board. She was lead counsel for the U.S. Department of Housing and Urban Development in dozens of employment discrimination and termination cases and took several cases to trial before administrative judges. All of her trials resulted in a verdict for the government. Most of her experience before these agencies was in the Washington, D.C. area, but she also handled cases in Florida, Texas,

Ohio, and Oklahoma. She has also worked on numerous EEOC and HRD matters for private employers.

d. License information

- Maryland, 2000
- New Mexico, 2003

e. Summary of education, training and awards

Ratings and recognitions

- *Best Lawyers*, Employment Law – Management, since 2013
- *Southwest Super Lawyers Rising Star*, 2013

Education

- University of New Mexico, J.D., cum laude, 2000
- University of New Mexico, B.A., magna cum laude, 1995

Professional Memberships and Activities

- Member, New Mexico State Bar Employment Law Section
- Member, Defense Research Institute

CAROL DOMINGUEZ SHAY (SENIOR ATTORNEY)
320 Gold Ave., SW, Suite 800
Albuquerque, NM 87102
505-224-9160 (main)
505-224-9161 (fax)
505-224-9169 (direct line)
cds@conklinfirm.com

a. Areas of legal experience

- Employment law, including public employment law
- Labor law, including before the New Mexico Public Employees Labor Relations Board
- Employee benefits (executive plans, retention plans, incentive plans)
- ERISA litigation
- OSHA Compliance

b. Summary of general litigation experience

Ms. Shay has been licensed since 1996. She focuses on employment and labor law. She has defended companies (from publicly traded international corporations to public entities and small local businesses) in a variety of lawsuits and proceedings. Ms. Shay has handled cases both first and second chair in federal and state courts involving the numerous laws applicable to the employment relationship, including the standard federal and state laws, as well as ERISA claims, statutory and common law whistleblower claims, and laws specific to federal contractors.

Ms. Shay has represented a number of governmental entities and government-related entities, including:

- The New Mexico Human Services Department
- The New Mexico Department of Health
- The New Mexico Attorney General's Office
- University of New Mexico
- University of New Mexico Hospital
- The City of Albuquerque
- South Bend Public School District (in Indiana)

c. Summary of experience in federal and/or state administrative/regulatory proceedings

Ms. Shay has represented clients in matters before the Equal Employment Opportunity Commission ("EEOC") and the New Mexico Human Rights Commission. She has also represented companies in administrative actions filed with the federal and New Mexico

Department of Labor regarding issues such as alleged wage and hour violations, Family and Medical Leave Act complaints, Davis-Bacon compliance, affirmative action plan audits by the Office of Federal Contract Compliance Programs ("OFCCP") and required disclosures under the Labor-Management Reporting and Disclosure Act. She has also defended employers in proceedings before the National Labor Relations Board ("NLRB"), the New Mexico Public Employees Labor Relations Board, the New Mexico Workers' Compensation Administration, and the New Mexico Occupational Safety and Health Bureau. Ms. Shay advised management regarding the employment and labor law aspects of matters before the New Mexico Public Regulation Commission and the New Mexico Pipeline Safety Bureau. Ms. Shay has counseled and trained employers on drug and alcohol testing and other compliance requirements, and exemptions for employees regulated by the Department of Transportation. Ms. Shay has also coordinated with state and federal law enforcement agencies regarding investigations of employees. She is experienced and knowledgeable concerning all aspects of civil procedure, motion practice, discovery practice, trial preparation and trial technique and practice.

d. License information

- Indiana (inactive), 1996
- New Mexico, 1998

e. Summary of education, training and awards

Ratings and recognitions

- AV® rating by *Martindale Hubbell*
- *Chambers, America's Leading Lawyers for Business* since 2015-2017 (Labor and Employment)
- Certified as a Specialist in Labor and Employment Law by New Mexico Bar Association

Education

- University of Notre Dame, 1992
  - *Magna Cum Laude*
- Georgetown University Law Center, JD 1996
  - The Tax Lawyer Journal
  - La Alianza
  - MALDEF Scholarship Recipient
  - Harrison Housing Clinic

PHILIP HUNTEMAN
320 Gold Ave., SW, Suite 800
Albuquerque, NM 87102
505-224-9160 (main)
505-224-9161 (fax)
pbh@conklinfirm.com

a. Summary of experience

Mr. Hunteman has worked in civil litigation in New Mexico since 2002 as a paralegal and as an attorney. He has worked for both plaintiffs and defendants in matters involving consumer law, employment law, personal injury and insurance law.

Prior to coming to the Conklin firm, Mr. Hunteman has worked in insurance defense, representing defendants in employment, personal injury matters and insurance companies in coverage matters.

He graduated from the University of New Mexico School of Law in 2016, *cum laude*, where he received the 2016 Irvin Stein Mosie Award for Excellence in Legal and Judicial Ethics.

b. Summary of education and awards

Education

- University of New Mexico School of Law, J.D., 2016 *Cum Laude*
- University of New Mexico, B.A. (History) 2012
- Albuquerque Technical Vocational Institute, A.A. (Paralegal Studies) 2002
- Recipient of Irwin Stein Mosie Award for Excellence in Legal and Judicial Ethics

c. Admissions

- New Mexico, 2016
- District Court for New Mexico, 2016
- Tenth Circuit Court of Appeals, 2020

MORGAN E. PORTER
320 Gold Ave., SW, Suite 800
Albuquerque, NM 87102
505-224-9160 (main)
505-224-9161 (fax)
mep@conklinfirm.com

a. Summary of experience

Ms. Porter is a graduate of the University of New Mexico School of Law and has been an attorney since 2021. During law school, she worked as a law clerk, also working at the law school as civil procedure tutor and research assistant. Ms. Porter's current areas of practice include general tort litigation and medical malpractice defense. Ms. Porter has been published in the New Mexico Defense Lawyers Association Journal.

Prior to coming to the Conklin firm, Ms. Porter worked as an Associate Attorney for a private Firm specializing in Medical Malpractice Defense with intensive litigation demands. Ms. Porter has handled extensive discovery projects and motion practice. She has also participated in numerous depositions, hearings, and mediations.

b. Summary of awards and education

Awards and Recognitions

- Recipient of the Dean's Award for Outstanding Contributions to the Law School Community
- UNM School of Law Honor Roll

Education

- University of New Mexico School of Law, Juris Doctor
- University of New Mexico, Bachelor of Arts, Media Art

Publications

- Negligent Entrustment of Chattel: *Morris v. Giant Four Corners, Inc.* NMDLA Journal, Vol. 1, 2022

c. Admission

- New Mexico

CONKLIN
WOODCOCK &
ZIEGLER, P.C.

List of References:

1. Clinton Nicley, Risk Services Director, New Mexico Self-Insurers' Fund, cnicley@nmsif.org

2. Jacob Maule, Legal Bureau Chief, State of New Mexico, Risk Management Division, Jacob.maule@gsd.nm.gov

3. Chris Hoaglund, Director of Labor Relations, PNM, Chris.Hoaglund@pnmresources.com

4. Maria Santillan – HR Town of Bernalillo, msantillan@townofbernalillo.org

5. Mayor Jack Torres – Town of Bernalillo, mayortorres@tobnm.gov

6. Sylvia Washington, President/CEO – Tresco, Swashington@trescoinc.org

7. David M. Barden, CEO New Mexico Lottery, Office, dbarden@nmlottery.com

8. Dan Otero, CEO Hidalgo Medical Services, dotero@hmsnm.org

9. Tom Romero – Former Police Chief Town of Bernalillo; Former New Mexico Lottery CEO, tromero1984@comcast.net

Proposed Hourly Rate:

Partners $250, Associates $235, Paralegals $115.

CONKLIN WOODCOCK & ZIEGLER, P.C.

Description Of Other Expenses	Rate of Compensation
Photocopies	$.15/page
Copies (Color)	$.65/page
Facsimiles	$.50/page
In-Town Courier	No Charge
Out of Town Courier	Current City mileage rate
Service of Process	$30 or actual charges billed to the Firm by third party
U.S. Postage	Actual Cost
Computer Research Charges	Actual costs billed to the Firm
Long-Distance Telephone Charges	Actual costs billed to the Firm
Travel Expenses (actual expenses incurred by the Firm's attorney)	Third-Party Charges
Mileage	Current IRS Business Rate
Airfare*	Third-Party Charges
Third-Party Courier Services (Federal Express, etc.)	Third-Party Charges
Filing Fees	Third-Party Charges
Court Reporter Fees	Third-Party Charges
Outside Photocopy Charges	Third-Party Charges
Other Third-Party Disbursements Related Exclusively to Client Matter	Third-Party Charges

*Coach airline fares, where applicable, unless otherwise agreed by the client.

VILLAGE OF MAGDALENA
REQUEST TO BE PLACED ON AGENDA

Todays Date: 8/4/23

Date of Meeting: 8/14/23

Name: Catherine DeMaria / ART magdalena & creative Partners

Address: 110 North Main St **Zip:** 87825

Phone Number: 575 517 0669

Email Address: cdemariawh110@gmail.com

Item request will be for: (Please check one)

- Information Only
- Action Item
- Discussion/Action
- Public Hearing
- Report
- Other: _____

Brief description of topic to be discussed:

Please attach one original of any documents pertaining to the topic. We do allow handouts at meeting.

Request + decision to appy for $100,000. Creative Capitor Grant. ~~to benefit the~~

Signature: Catherine DeMaria

Please return to:

Village of Magdalena
Magdalena, NM 87825
Phone: 575-854-2261 * Fax: 575-854-2273 * Email: clerk@villageofmagdalena.com

Mayor's Approval: _____ **Date:** _____

PERMISSION TO APPLY FOR $100,000.00 CREATIVE INDUSTRIES GRANT

Dear Village of Magdalena Trustees,

The Village of Magdalena has a unique opportunity to apply for a $100,000. Creative Industries Grant put forth by the Department of Economic Development to support our established art business and ongoing creative projects such as the Annual Art Magdalena Gallery and Studio Tour, The Fiber Arts Guild, Magdalena Stage, and local independently owned art galleries. The grant can assist with everything from advertising costs to operation costs for each proposed project.

The grant must be applied for by a governing body with funds being filtered to the individual partners listed on the application. The governing body (The Village of Magdalena) Can receive an administration fee for essentially being the fiscal agent of the grant.

Since this is the first year for this grant to be offered EDD did not give us a lot of time to apply. So we will need the decision to go forward with the application and will work closely with the Mayor to assure proper procedures and that the projects proposed fall within the scope of work and funding.

Thank you,

Catherine DeMaria

On behalf of ART Magdalena

Creative Industries Division

The 2023 Legislature passed House Bill 8 to establish a division to focus on growing Creative Industries in New Mexico. The measure was signed by Gov. Michelle Lujan Grisham on April 5, 2023.

What is a Creative Industry?

Creative Industries is defined by New Mexico Legislature in HB 8 is a business or person engaged in creative enterprises, including*:

- Performing arts
- Visual arts
- Literary arts
- Entertainment
- Media
- Information and broadcasting
- Applied arts and design, including architecture

- Landscape architecture
- Museum and gallery professions
- Promotion
- Marketing
- Graphics and industrial design
- Technology and computer system design
- Software design
- Coding and digital media

- Crafts and artisan professions including: metal, wood, glass, ceramics, paper, printing, textile, and culinary arts.

**This does not include a business, organization, or person engaged in creative enterprises involving filming activities supported by the New Mexico Film Division of the Economic Development Department.*

What is the Role of the Creative Industry Division?

The Creative Industries Division is charged with supporting the state's creative industries by:

- Increasing and advancing creative industry based economic development in New Mexico.
- Supporting entrepreneurs and small businesses in creative industries.
- Assisting organizations that support creative industry companies and workers.
- Supporting educational and workforce training initiatives that facilitate creative industry growth and success.
- Identifying and helping establish public infrastructure to support creative industries.
- Serving as an information clearinghouse by providing resources and opportunities to creative industry stakeholders.
- Acting as a liaison between creative industries-related businesses and organizations.

The Legislature appropriated $2 million in one-time money (a special appropriation) to EDD to support HB8. The EDD is requesting recurring funding to support creative businesses in New Mexico as part of its 2025 fiscal year budget.

Request **for Proposals (RFP) – Creative Industries Division Study**
RFP# EDD-CIDS FY24-2

The New Mexico Economic Development Department (EDD) is soliciting proposals from a qualified organization or person to develop a **Creative Industries Division Study**.

EDD seeks a contractor to work with its team to develop a statewide plan for Creative Industries Division that includes viable program models, implementation partners, projected budgets, and an analysis of creative industry opportunities within the state.

- **Submit questions to Shani.Harvie@edd.nm.gov.**
- **Deadline to submit questions: August 11, 2023 MT**
- **Proposal Due Date: August 21, 2023 by 5pm MT**

View the RFP

RFP Timeline

Call for Projects (CFP) – Creative Industries Division
Funding Opportunity

The New Mexico Economic Development Department (EDD) announces a Call for Projects to provide **funding for local government projects and programs** that demonstrate the potential to stimulate community or economic development through creative industries.

Funds may be awarded in the form of an IGA (Intergovernmental Agreement).

Submit questions to Lucas.Pedraza@edd.nm.gov

Proposal Due Date: August 21, 2023

Apply Now

Learn More

New Mexico Economic Development Department
Creative Industries Division

Call For Projects:

For

Projects And Programs That Support the Growth of Creative Industries in New Mexico

The purpose of this Call for Projects (CFP) is to solicit proposals and provide funding for local government projects and programs that demonstrate the potential to stimulate community or economic development through creative industries. Funding for these local projects and programs are made available through the Creative Industries Division of the New Mexico Economic Development Department enacted through HB 8 and HB 2 of the 2023 Legislative Session.

Creative Industries for the purposes of this CFP and as defined in HB 8 is "a business or person 'engaged in creative enterprises, including performing, visual and literary arts, entertainment, media, information and broadcasting, applied arts and design, including architecture, landscape architecture, museum and gallery professions, promotion, marketing, graphics and industrial design, technology and computer system design, software design, coding and digital media, and crafts and artisan professions, including metal, wood, glass, ceramics, paper, printing, textile and culinary arts.'" This does not include a business, organization, or person engaged in creative enterprises involving filming activities supported by the New Mexico Film Division of the Economic Development Department.

The Creative Industries Division is charged with supporting the state's creative industries by:

1) Increasing and advancing creative industry-based economic development in New Mexico.
2) Supporting entrepreneurs and small businesses in creative industries.
3) Assisting organizations that support creative industry companies and workers.
4) Supporting educational and workforce training initiatives that facilitate creative industry growth and success.
5) Identifying and helping establish public infrastructure to support creative industries.
6) Serving as an information clearinghouse by providing resources and opportunities to creative industry stakeholders.
7) Acting as a liaison between creative industries-related businesses and organizations.

ELIGILBLE APPLICANTS

The Creative Industries Division on behalf of the State of New Mexico and New Mexico Economic Development Department (EDD) seeks to award eighteen $100,000 grants to support the division's work on the local level, through the establishment of Inter-Governmental Agreements between EDD and the local governments who are awarded funding.

Awarded funding must be expended by the end of the FY2024 fiscal year which occurs on June 30, 2024.

Grants may be awarded to a county, municipality, or other political subdivision of the state; an Indian nation, or federally/state recognized tribe or pueblo.

PROJECT AND PROGRAM PROPOSAL FUNDING CRITERIA

Fifty percent of the available funding shall be awarded to projects or programs in rural or underserved communities. Funding will be awarded on a competitive basis to projects or programs **that demonstrate the potential to stimulate community or economic development through the support of local creative industries.** Proposed projects or programs must also support the overall objectives and duties of the Creative Industries Division, and demonstrate or support one or more of the following criteria:

1) Broad local support, including in-kind or financial support from local governments and surrounding communities or neighborhoods.
2) Assistance to small businesses with fewer than ten employees.
3) Expansion of existing creative industries.
4) The promotion of inclusion and diversity.

For more information on strategies to support creative industries in New Mexico, applicants should refer to the New Mexico Department of Cultural Affairs commissioned report, "Building on the Past, Facing the Future: Renewing the Creative Economy." The report identified twelve recommendations to promote the vitality of New Mexico's cultural and creative economy. Those strategies were organized into the following four groups:

1) Capacity building and business development in the creative industries.
2) Authenticity, place making and community development.
3) Arts and cultural education and engagement.
4) Integration, markets, and cultural branding.

The first group, Capacity Building and Business Development in Creative Industries, included three recommendations to support the development of creative industries in New Mexico with the provision of technical and professional services and expertise.

1) Business and management consultation services that support workers, entrepreneurs, and artists in the state's creative industries.
2) Information technology support services and training tailored to the needs of artists and entrepreneurs in the creative industries in New Mexico.
3) Communication services to facilitate collaboration and network development among businesses and the workforce engaged in creative industries in the state.

These types of services can be directed to local businesses through contractors or local organizations. Follow the link below to download the complete report or executive summary: https://www.newmexicoculture.org/about/cultures-impact

Please fill in the following application questions on the next page and upload any supporting document to complete your application. You may direct any questions to the department at the following email addresses Shani.Harvie@edd.nm.gov and Lucas.Pedraza@edd.nm.gov. Be sure to answer the following questions as they apply to your project. Completed applications will be due by August 21st, 2023.

Page 2 - Contact Info & Application Questions

Community and Project Contact Information

Name of Community or Local Government

Name of Project

First & Last Name of Primary Point of Contact Person for Project/Program

Title

Email

Phone Number

Application Questions

1. **Pease select which of the following Creative Industries Division objectives/duties the proposed projects or programs will support if selected (select all that apply)**

☐ Increasing and advancing creative industry based economic development in New Mexico.☐ Supporting entrepreneurs and small businesses in creative industries.☐ Assisting organizations that support creative industry companies and workers.☐ Supporting educational and workforce training initiatives that facilitate creative industry growth and success.☐ Identifying and helping establish public infrastructure to support creative industries.☐ Serving as an information clearinghouse by providing resources and opportunities to creative industry stakeholders.☐ Acting as a liaison between creative industries-related businesses and organizations.

2. **Please provide a detailed description of the proposed project or program and how funding provided will be used to support it. Please include a program/project budget and timeline for completion:**

3. **How will the project/program benefit the State of New Mexico and local creative industry stakeholders and entrepreneurs?**

4. **If applicable, who are the local partners the local government plans to work with to implement your proposed project or program?**

5. **If applicable, how will the program/project provide services to support workers, entrepreneurs, and/or artists in the creative industry?**

6. **If applicable, how will the program facilitate collaboration and network in your local creative industries?**

7. **If applicable, describe the workshops, seminars, and training that will be offered to support the skills development of individuals and small enterprises in the creative industries?**

8. **How will the activities and success of the proposed project/program be measured and tracked if funding is provided?**

9. **If applicable, please share with us how your program will address needs for underserved communities in creative industries.**

**Underserved community means "populations who face barriers in accessing and using business services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by U.S. Code."*

Please upload your scope of work proposal outlining what you intend to use the funds for. Include a detailed budget.

Please provide any additional information you feel is relevant to your program or project proposal.

By submitting this application, I certify that the applying entity is eligible to enter into an IGA (Inter-Governmental Agreement) with the State of New Mexico Economic Development Department.

I agree to the above statement

☐ Yes ☐ No

anm

Advanced Network Management, Inc

Nathan Stephenson

nathan.stephenson@anm.com

Quote #: QT-000063436

Magdalena Marshall's Office
106 S. Main Street
Magdalena, NM 87825

Michael Zamora
(575) 517-5485
marshal@villageofmagdalena.com

MMO - Marshall's Office

July 25, 2023

Part Number	Description	Start Date	End Date	Term(M)	Qty	Price	Extended Price
9C6P4-E2-06A-RXA	Cat6 Blue CMP UTP				1000	$ 0.29	$ 294.92
61110-RL6-LEV	Cat6 Blue Jack				4	$ 7.19	$ 28.75
41089-1WP-LEV	1 Port Surface Mount Box				4	$ 2.24	$ 8.97
69586-U48	Cat6 48-Port Patch Panel				1	$ 370.54	$ 370.54
AT1607-BU	Cat6 Patch Cord 5'				4	$ 4.84	$ 19.37
AT1605-BU	Cat6 Patch Cord 7'				4	$ 3.77	$ 15.09
BCH32	2" J-hooks				30	$ 3.56	$ 106.87
430G	String Bucket				1	$ 52.23	$ 52.23
174043	1/2" Velcro 200 Yard				1	$ 147.45	$ 147.45
CD62-30E-HW	Outdoor Dome Camera, 512GB, 30 Days Max				2	$ 1,172.31	$ 2,344.62
CD62-30-HW	Indoor Dome Camera, 512GB, 30 Days Max				2	$ 1,034.31	$ 2,068.62
LIC-5Y	5-Year Camera License				4	$ 620.31	$ 2,481.24
Miscellaneous-Cabling Hardware	Miscellaneous-Cabling Hardware				1	$ 312.50	$ 312.50

ANM Professional Services

Part number	Description	Qty	Price	Extended Price
PS	Professional Services Per Attached SOW	1	$ 5,192.00	$ 5,192.00

Sub-Total	$ 13,443.17
Estimated Taxes	$ 1,209.89
Shipping Costs	$ 165.02
Grand Total	$ 14,818.08

ANM will honor the prices in this quote for 30 days subject to increases, if any, imposed during that period by third party suppliers. Original Equipment Manufacturer (OEM) products, software and services are non-cancelable and non-returnable, unless approved by the OEM.

Terms and conditions

This Quote is only valid if signed by you within 30 days. After that date, the Quote shall expire and you must contact us to issue a new quote with updated pricing.
Taxes are estimated and will be invoiced based on actuals. NTTC required for non-taxable sales.
Additional handling and other fees may apply.
Expedited shipping is subject to an additional charge.
Quote is subject to the attached ANM Terms and Conditions. All software and/or hardware is subject to manufacturer terms and conditions.
Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except where prohibited by law.

By signing below, I represent that I am permitted to sign for the above-named entity and hereby authorize ANM to order products and/or perform services in accordance with the terms and conditions of this quote.

Customer Signature _____ Date _____

Customer Name (Printed) _____ Title _____

anm

Terms and Conditions

These Terms and Conditions ("Agreement") apply to hardware and software (collectively, "Products") and services ("Services") that you ("Customer") purchase from Advanced Network Management, Inc. or its affiliates (collectively, "ANM"). Products that are manufactured by third-party vendors ("Manufacturers") and associated Services provided by such Manufacturers may be subject to additional terms which are available at https://anm.com/eulas-and-product-warranties/ ("Manufacturer's Terms") and incorporated into this Agreement by reference. Customer accepts this Agreement unless it has a separate signed agreement in which case that separate agreement will take precedence with the exception of the Manufacturer's Terms.

1. **ORDERS.** Customer may purchase Products and/or Services from ANM by signing an ANM-provided quote ("Quote"), issuing a purchase order in response to a Quote, or as otherwise agreed by ANM in writing including, without limitation, in a Statement of Work (collectively, "Orders").

2. **TERM.** If Products or Services are provided on a subscription basis, ANM shall provide them from the initial date and for the period listed in the Order ("Initial Term"). Products or Services subject to a term that exceeds 12-months (e.g. 3-year subscription) ("Multi-Year Subscriptions") are non-cancelable and non-refundable unless Customer is a government entity subject to non-appropriation of funds. ANM reserves discretion to divide the payment for a Multi-Year Subscription into several payments as a convenience for Customer. Following the Initial Term, the Products or Services will automatically renew for a term equivalent in length to the then-expiring term ("Renewal Term") unless notice is provided to ANM at least 30 days prior to the end of the current term. Any Customer that is a government entity subject to non-appropriation of funds may terminate Products or Services that are subject to a Renewal Term by providing ANM notice at any time prior to the start of the Renewal Term.

3. **PRICE.** Prices provided on a Quote are subject to change without notice. Applicable taxes will be added to all prices unless a proper tax exemption certificate is provided to ANM at the time an Order is placed.

4. **PAYMENT.** Payment is due 30 days from invoice date unless ANM expressly agrees otherwise in writing. A service charge of 1.5% per month may be added to all past due balances until collected. Customer agrees to pay to ANM all costs and expenses incurred by ANM with respect to recovering any undisputed amount owed to it under this Agreement including, but not limited to, reasonable attorneys' fees and costs.

5. **SHIPPING.** ANM has sole discretion in selecting a carrier for orders. If Customer requests expedited shipping, then it agrees that ANM is authorized to upgrade the shipping and may bill Customer for all additional shipping charges. Risk of loss or damage to Products will pass upon ANM's surrender of the Products to the transportation provider (F.O.B. Shipping Point). ANM is not liable for any delays in delivery or for partial or early deliveries. Transportation charges will be in accordance with ANM's shipping policy at the time of shipment. Claims for Product damage or loss in transit on shipments made by a common carrier must be made by the Customer to the common carrier and in accordance with the terms of the common carrier. For deliveries made by ANM personnel, claims for shortages or damages to Products must be made to ANM within five (5) days of the delivery date. If Customer fails to notify ANM within the five (5) day period, the Products will be deemed accepted.

6. **PRODUCT RETURNS; RMA.** Products are non-returnable and the prices and fees associated therewith will be non-refundable except as permitted in this Section. Customer may return erroneously shipped Products or Products that the Manufacturer authorizes for return through its Return Merchandise Authorization process ("RMA"). Products damaged after shipment may not be returned. Customer is responsible for complying with all Manufacturer return requirements and Customer agrees that any return may be subject to an ANM restocking fee plus shipping costs which it authorizes ANM to offset against any amounts to be credited to Customer's ANM account. If Customer has not yet paid for the Product(s), ANM may invoice Customer for the restocking fee.

7. **SECURITY INTEREST.** Customer agrees that ANM shall have a purchase money security interest in all Products supplied to Customer by ANM under this Agreement until all payments due ANM for said Products are paid in full. ANM shall have the right to file in any state or local jurisdiction such financing statements as ANM deems necessary to perfect its purchase money security interest hereunder. Upon request by ANM, Customer hereby agrees to execute all documents necessary to secure ANM's purchase money security interest. Customer also agrees that this Agreement may be filed by ANM in any state or local jurisdiction as a financing statement (or as other evidence of ANM's purchase money security interest).

8. **WARRANTIES.** Customer represents and warrants that: (a) employees and agents placing orders on its behalf are duly authorized to commit Customer; (b) it will comply with the applicable Manufacturer's Terms; and (c) it will comply with applicable laws and regulations (including those pertaining to export control) related to its receipt and use of the Products and Services. Product warranties and warranties for Services performed by the Manufacturer (if any) are provided by the Manufacturer. To the extent authorized, ANM shall pass through to Customer any transferable warranties and indemnifications with respect to Products and Services performed by Manufacturers, which shall be Customer's sole and exclusive remedy relating to such Products and Services. With respect to Services performed by ANM, such Services shall be performed in a diligent, professional and workmanlike manner conforming to the requirements of the applicable Order. WITH THE EXCEPTION OF THE FOREGOING, ANM DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE. AND NON-INFRINGEMENT.

9. **INDEMNIFICATION.** Unless prohibited by law, Customer will indemnify, hold harmless, and defend ANM and its affiliates, its officers, directors, employees, successors, and assigns from and against any and all damages, costs, and expenses (including reasonable attorneys' fees, expenses, and costs) incurred in connection with any third party claims, demands, suits, or proceedings relating to this Agreement.

10. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION (INCLUDING NEGLIGENCE) OR CLAIM FOR RELIEF IS ASSERTED: (A) IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES; (B) THE ONLY LIABILITY ANM WILL HAVE WITH RESPECT TO PRODUCTS PROVIDED UNDER THIS AGREEMENT AND SERVICES PERFORMED BY MANUFACTURERS WILL BE THE PRODUCT RETURN RIGHTS DESCRIBED HEREIN; AND (C) THE MAXIMUM LIABILITY OF ANM WITH RESPECT TO SERVICES PERFORMED BY ANM SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER TO ANM FOR SUCH SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM.

11. **DISPUTES.** The enforcement and interpretation of, and all claims or disputes arising out of or related to this Agreement shall be governed by the procedural and substantive laws of the State of New Mexico, including its statute of limitations, without regard to conflict of laws principles that would cause the application of another jurisdiction's laws to apply. If a dispute arises out of or relates to this Agreement, or the performance or breach thereof, the parties agree first to try in good faith to settle the dispute by negotiation before proceeding to litigation.

12. **NOTICES.** Any notice, demand, or request required or permitted to be given under this Agreement must be in writing and sent to the parties at the addresses set forth below via hand delivery, overnight courier, or certified or registered U.S. mail. Notices are effective upon receipt. Customer notices shall be sent to the most recent billing address on file with ANM. ANM notices shall be sent to: Advanced Network Management, Inc., ATTN: In-House Counsel, 304 Inverness Way S, Suite 400, Englewood, CO 80112.

13. **SEVERABILITY.** Any provision in this Agreement that is held by a court of competent jurisdiction to be unenforceable shall be modified by said court and interpreted to best accomplish the original provision to the fullest extent permitted by law. The remaining provisions of this Agreement shall remain in effect.

14. **ENTIRE AGREEMENT.** This Agreement, together with any Order, constitutes the entire agreement, and supersedes any and all prior agreements between the parties with regard to the subject matter hereof. Issuance of a purchase order responsive to a Quote shall constitute an agreement to this Agreement. Any boilerplate terms included on any such purchase order are expressly rejected and are not part of this Agreement unless prohibited by law.

August 2,2023

Work Order

Magdalena Rodeo Grounds

New siding Buzzard Nest

Weld 250ft 2x4 metal purlin

Build right hand delivery

Chutes x2 weld fab

24' Alley way for stock

6 Rail 2 7/8 drill stim weld fab

Build 6 slider gates to bucking chutes weld fab

Materials

Equipment

Labor

$8500

Donnie Chavez

(505)274-0903

Quote

Dynamos Blasting LLC

155 Wyoming Blvd NE Albuquerque 87123
Phone: 5052389729**Fax: Email:** rorick@dynamosblasting.com

Date: 25-Jul-2023 03:53 PM
QUOTATION NO: 548
To: **Richard Rumpe**

122 N Main St
Magdalena, New Mexico
87825
United States

Quantity	Description	Unit Price ($)	GST Rate ($)	Sub Total ($)
1.00	magdelana	7,200.00	0.00	7,200.00
			Sub Total:	**$ 7,200.00**
			Tax Rate Amount:	$ 0.00
			Quote Total (Tax Rate Incl.):	**$ 7,200.00**

Site Name:

Contact Name:

Quote Description Blast rodeo ground building/primer and paint. Job will take 3 days including a 2 night stay in town. We will use PPG products and all proofs of insurance will be provided upon request.

Company Note