



## 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](http://WWW.VILLAGEOFMAGDALENA.COM)

### AGENDA

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

TUESDAY, MAY 28, 2024, AT 5:00 PM

VILLAGE HALL 108 N. MAIN STREET

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

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

**Meeting ID: 284 869 4212**

**Passcode: MAGDALENA**

**\*PLEASE SILENCE ALL ELECTRONIC DEVICES\***

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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 – MAY 13, 2024
  6. APPROVAL OF CASH BALANCE REPORT
  7. APPROVAL OF BILLS
  8. MAYOR'S REPORT
  9. CLERK'S REPORT
  10. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF QUOTE FOR NEW PAGERS FOR MAGDALENA VOLUNTEER FIRE DEPARTMENT
  11. DISCUSSION & POSSIBLE DECISION REGARDING REQUEST FROM MARSHAL'S OFFICE TO DESTROY OLD COMPUTERS
  12. 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. JOINT UTILITY WORKER - ROBERT AGUILAR
    - 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**

**13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF PAY RATE INCREASE FOR ROBERT AGUILAR FOR COMPLETING WATER I CERTIFICATION AND CLASS A CDL DRIVING TRAINING**

**14. 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](mailto:clerk@villageofmagdalena.com) and/or [mayor@villageofmagdalena.com](mailto:mayor@villageofmagdalena.com) THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS TUESDAY, MAY 28, 2024, AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES**

**15. 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.*

# Magdalena NM Fire Department Village of

Add on updated Minitor 7 Pagers / Chief Rumpf

**Q3070014998**

Provided By:



Jason T Bledsoe

[jasonbledsoe@callmc.com](mailto:jasonbledsoe@callmc.com)

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**DCJS No.: 11-17936 and NC 2610-CSA**

**VA DCJS # 11-17936**

## **CONFIDENTIALITY STATEMENT**

THIS DOCUMENT CONTAINS INFORMATION THAT IS CONFIDENTIAL PERTAINING TO MOBILE COMMUNICATIONS AMERICA, INC. (MCA), THE SECURITY, FACILITIES, IT AND OTHER DEPARTMENTS OF THE REVIEWING ORGANIZATION. IT SHALL BE NEITHER DUPLICATED NOR DISCLOSED TO ANY PERSON OR PERSONS OUTSIDE THE RESPECTIVE COMPANIES WITHOUT PRIOR WRITTEN CONSENT.

MCA FURTHER AGREES TO MAINTAIN COMPLETE CONFIDENTIALITY AND AGREES ANY INFORMATION FURNISHED WILL BE KEPT IN THE STRICTEST CONFIDENCE. MCA WILL FURTHER NOT DISCLOSE TO ANYONE WHO IS NOT A DIRECT PARTICIPANT IN THE POSSIBLE PROJECT, THE FACT THAT NEGOTIATIONS ARE TAKING PLACE OR ANY TERMS OF THE POSSIBLE TRANSACTION.

Date:  
5/13/2024

Quote:  
Q3070014998

Expiration Date:  
6/7/2024

# Bill of Materials

MPN	Unit Price	Quantity	Row Total
MISC-PRT	\$520.00	9	\$4,680.00
Miscellaneous parts and equipment / New Minitor 7 Pager A03JAC9KA1AN / 5 Channel IS VHF 151-158.995			

Subtotal: \$4,680.00

Date:  
5/13/2024

Quote:  
Q3070014998

Expiration Date:  
6/7/2024

# System Investment

<b>Purchase Price, Excluding Taxes:</b>	<b>\$4,680.00</b>
<b>Estimated Taxes:</b>	<b>\$337.52</b>
<b>Shipping Charges:</b>	<b>\$15.95</b>
<b>Purchase Price, Including Taxes:</b>	<b>\$5,033.47</b>

Date:  
5/13/2024

Quote:  
Q3070014998

Expiration Date:  
6/7/2024

## Payment Terms

### Payment Terms:

Except as provided below, all contracted services require payment in full, due upon receipt of invoice. Installation contracts or services in excess of \$5,000 require:

1. 30% down payment.
2. 100% payment of stored materials upon receipt at MCA's warehouse. Inspection of billed products by Customer at MCA's warehouse will be permitted
3. Progress labor billing will occur each month based upon the percentage of completion of whole project up to 90% of total labor charges.
4. Final charges will be billed upon final completion of the job. All billings shall be net due upon receipt of invoice.

Customer is responsible for all taxes; except if the Customer represents that it is tax exempt under sections 501(a) and 501(c) of the Internal Revenue Code of the United States, and under the applicable laws of any State due any tax. If Customer represents that all sales, use or business taxes or personal property taxes and all fees imposed by municipal, state, and/or federal authorities in connection with the systems and services to be performed or sold by MCA are tax exempt, then Customer agrees to hold MCA harmless from and to indemnify MCA against any of the foregoing charges if the exempt status is incorrect, discontinued, or modified.

### Assumptions:

MCA's proposal is based on the basic investigation of your site together with the available information provided. MCA's goal is to provide the system solution desired; however, MCA reserves the right to make adjustments should we discover that material facts or circumstances relating to the project or specification have been omitted or inadvertently missed at the time of project design, engineering, or during the installation. All adjustments will be formally documented on a revised MCA proposal document if the job has not commenced; or a MCA "Additional Work Authorization" or "Change Order" document if the adjustments are discovered after the work has begun. These documents will be presented for your review and approval.

### Post-Installation Service and Support:

Each item of equipment purchased under this agreement is covered by the manufacturer's warranty. MCA's sole warranty is for its labor which is warranted for 90 days on new equipment and services. Warranty will begin upon completion of the installation, or at a time where "beneficial use" of the system occurs; or of any of its' component sub-systems. Upon request, MCA can also provide a customized maintenance plan that fits the customers application and budget. Our value-added service maintenance plans can include all parts and labor to correct system failures, as well as a preventative maintenance program to minimize system downtime.

# Customer Acceptance

IN WITNESS WHEREOF, the Parties hereto execute and accept this proposal and agree to be bound by all parts, including the terms and conditions, which together form the complete agreement (hereinafter the "Agreement") between the Parties. The terms and conditions are incorporated by reference as fully set forth herein and available at [Terms and Conditions](#) (the "Terms"). This Agreement is in effect on the date proposal is signed. Customer agrees that it has read the Terms prior to customer's acceptance of this proposal. MCA hereby reserves the right to amend the Terms from time to time and without notice to Customer. This Agreement shall not be binding to MCA unless approved in writing by an officer of MCA. In the event of non- approval, the sole liability of MCA shall be to refund to buyer the deposit amount that has been paid to MCA by Customer.

Agree to MCA's Terms

Agree to Other Terms: \_\_\_\_\_

### MCA Location

Mobile Communications  
America, Inc.  
4424 Bragg Blvd  
Suite 101  
Fayetteville NC 28303  
(800) 396-1911  
United States

### Delivery Address

Magdalena NM Fire Department  
Village of  
908 first st  
Magdalena NM 87825  
(575) 835-2029  
United States

### Billing Address

Magdalena NM Fire Department  
Village of  
PO Box 145  
Magdalena NM 87825  
(575) 835-2029  
United States

### Seller

\_\_\_\_\_  
MCA Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Approved MCA Authorized Officer

### Customer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Authorized Officer

\_\_\_\_\_  
Date

Date:  
5/13/2024

Quote:  
Q3070014998

Expiration Date:  
6/7/2024



Computers requesting to be destroyed

Old equipment in Marshal's Office

Dell power edge 840 serial #8LD86J1

HP laptop windows 7 serial #X18-82072

Microsoft Notebook windows serial # KQ6-00001

Gateway XP pro serial # X12-51822



From: Train It NM [trainitnm.ad@gmail.com](mailto:trainitnm.ad@gmail.com)

Subject: Re:

Date: May 22, 2024 at 7:27:43 AM

To: Robert Aguilar [robertdaguilar11@icloud.com](mailto:robertdaguilar11@icloud.com)

Hi Robert:


All of the forms and documents look just fine. There is one more form - the COVID waiver, which I have attached.

I have you scheduled for driving training July 15 - 19, with an exam on July 20 or 21, depending on availability.

If you have any questions, just let me know.

Vickie Thomas  
Business Manager  
Train It New Mexico

On Tue, May 21, 2024 at 1:21PM Robert Aguilar <[robertdaguilar11@icloud.com](mailto:robertdaguilar11@icloud.com)> wrote:

 **Waiver Covid 19.docx**  
20 KB

[Download](#) [Open in Pages](#)



## TownePlace Suites Roswell

180 East 19th Street Roswell, New Mexico 88201 USA

+1-575-622-5460

Sun, Jul 14, 2024 – Sun, Jul 21, 2024



Check-In: Sunday, July 14, 2024 04:00 PM

Check-Out: Sunday, July 21, 2024 12:00 PM

Number of rooms 1 Room

Guests per room 1 Adult

Guarantee Method Credit Card Guarantee, Visa

Total for Stay (all rooms) 1,242.40 USD

### Room 1

Room Type > 1 Bedroom 2 room Suite, 1 Queen, Sofa bed

### Guaranteed Requests:

None

ALL REQUESTS >

**1 room for 7 night(s)**

Sunday, Jul 14, 2024	154.00 USD
Monday, Jul 15, 2024	154.00 USD
Tuesday, Jul 16, 2024	154.00 USD
Wednesday, Jul 17, 2024	154.00 USD
Thursday, Jul 18, 2024	154.00 USD
Friday, Jul 19, 2024	159.00 USD
Saturday, Jul 20, 2024	159.00 USD

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Total Cash Rate	1,088.00 USD
Estimated Government Taxes and Fees	136.90 USD
Convention / Tourism Fee	17.50 USD

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**Total for Stay** **1,242.40 USD**

**Cancellation Policy**

You may cancel your reservation for no charge before 11:59 PM local hotel time on July 12, 2024 (2 day[s] before arrival).

,Please note that we will assess a fee of 173.38 USD if you must cancel after this deadline. If you have made a prepayment, we will retain all or part of your prepayment. If not, we will charge your credit card.