



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, DECEMBER 9, 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=MVE4QjdR2NQVFozQnZMbTlaRUtrQT09>

Meeting ID: 284 869 4212

Passcode: MAGDALENA

PLEASE SILENCE ALL ELECTRONIC DEVICES

-
1. CALL TO ORDER
 2. ROLL CALL
 3. PLEDGE OF ALLEGIANCE
 4. APPROVAL OF AGENDA
 5. APPROVAL OF MINUTES
 - a. REGULAR MEETING – NOVEMBER 25, 2024
 6. APPROVAL OF CASH BALANCE REPORT
 7. APPROVAL OF BILLS
 8. MAYOR'S REPORT
 9. CLERK'S REPORT
 10. DEPARTMENT REPORTS
 - a. EMS
 - b. FIRE
 - c. MARSHAL
 - d. JUDGE
 - e. PUBLIC WORKS
 - f. LIBRARY
 11. PUBLIC HEARING – DISCUSSION REGARDING APPROVAL OF ORDINANCE NO. 2024-04, AUTHORIZING THE VILLAGE OF MAGDALENA (BORROWER) TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT (NMED) FOR THE PURPOSE OF OBTAINING PROJECT LOAN FUNDS IN THE PRINCIPAL AMOUNT OF \$100,000 PLUS 1% ACCRUED INTEREST AND GRANT SUBSIDY GRANT FUNDS IN THE AMOUNT OF \$200,000; FOR A TOTAL FUNDED AMOUNT OF \$300,000; DESIGNATING THE USE OF THE FUNDS FOR THE PURPOSE DEFINED IN THE MOST CURRENT PROJECT DESCRIPTION FORM AS APPROVED BY NMED; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE BORROWER'S PLEDGED REVENUES DEFINED BELOW; PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY FOR THAT PURPOSE

- MOTION & ROLL CALL VOTE TO RECESS REGULAR MEETING AND TO GO INTO PUBLIC HEARING
- MOTION & ROLL CALL VOTE TO GO BACK INTO REGULAR SESSION

12. FINAL CONSIDERATION – DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF ORDINANCE NO. 2024-04, AUTHORIZING THE VILLAGE OF MAGDALENA (BORROWER) TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT (NMED) FOR THE PURPOSE OF OBTAINING PROJECT LOAN FUNDS IN THE PRINCIPAL AMOUNT OF \$100,000 PLUS 1% ACCRUED INTEREST AND GRANT SUBSIDY GRANT FUNDS IN THE AMOUNT OF \$200,000; FOR A TOTAL FUNDED AMOUNT OF \$300,000; DESIGNATING THE USE OF THE FUNDS FOR THE PURPOSE DEFINED IN THE MOST CURRENT PROJECT DESCRIPTION FORM AS APPROVED BY NMED; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE BORROWER’S PLEDGED REVENUES DEFINED BELOW; PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY FOR THAT PURPOSE
13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF LETTER OF SUPPORT FOR THE MAGDALENA FOOD COOPERATIVE
14. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF NEW MEXICO DEPARTMENT OF TRANSPORTATION AVIATION GRANT AGREEMENT MAGDALENA MUNICIPAL AIRPORT EQUIPMENT BUILDING ADDITION PROJECT NO. N29-24-01 IN THE AMOUNT OF \$28,600
15. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF AMENDMENT NO. 1, DELETING THE FUNDING AMOUNT IN THE ORIGINAL GRANT AGREEMENT IN THE AMOUNT OF \$28,600 AND REPLACING THAT AMOUNT WITH \$68,600
16. 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, DECEMBER 9, 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
17. ADJOURNMENT

NOTE: THIS AGENDA IS SUBJECT TO REVISION FOR 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 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, NOVEMBER 25, 2024, AT 5:00 PM
VILLAGE HALL 108 N. MAIN STREET**

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

<https://us02web.zoom.us/j/2848694212?pwd=MVE4QjdhR2NQVFozQnZMbTlaRUtrQT09>

Meeting ID: 284 869 4212

Passcode: MAGDALENA

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

PRESENT: Mayor Richard Rumpf, Trustee James Nelson, Trustee Michael Thompson, Trustee Clark Brown (absent), Juanita Puente-Clerk/Treasurer, Carleen Gomez–Deputy Clerk

PARTICIPATING VIA ZOOM VIDEO CONFERENCE: Trustee Donna Dawson, Michael Steininger- Finance Officer, Randy VanVleck-Attorney

ABSENT: Clark Brown

GUESTS: Anthony Montgomery-Clerk Assistant, Teri Winchester, Bill Webb, Linda Montoya, Gary Whitehead - SCCOG

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

APPROVAL OF AGENDA: Michael Thompson moved to approve the agenda as presented, and Donna Dawson seconded the motion. The motion carried unanimously.

APPROVAL OF MINUTES

- a. **REGULAR MEETING – NOVEMBER 12, 2024** James Nelson moved to approve the minutes, as amended and Michael Thompson seconded the motion. The motion carried unanimously.

APPROVAL OF CASH BALANCE REPORT: Donna Dawson moved to approve the Cash Balance Report, as presented and James Nelson seconded the motion. The motion carried unanimously.

APPROVAL OF BILLS: James Nelson moved to approve the Bill List with the suggested additions and Michael Thompson seconded the motion. The motion carried unanimously.

BILL LIST

ALBUQUERQUE PUBLISHING		\$105.15
CREATIVE PRODUCT SOURCE		\$230.61
GALL'S		\$137.99
LOWE'S		\$559.58
MAS MODERN MARKETING		\$429.85
MX ENTERPRISES LLC		\$3,794.36
NATIONAL INDUSTRIAL & SAFETY		\$1,315.20
NM MUNICIPAL LEAGUE		\$450.00

NM WATER & WASTEWATER ASS		\$156.00
O'REILLY AUTO		\$963.19
REB MANAGEMENT LLC		\$1,787.46
UNITED TACTICAL SYSTEMS, LLC		\$4,190.00
UP THE CANYON TRAINING		\$750.00
VEXUS FIBER		48.02
ZIA CONSULTING, INC.		\$600.00
TOTAL		\$16,224.30

MAYOR'S REPORT: Mayor Richard Rumpf reported that the State Fire Marshal sent a letter to us with the approval of a \$492,000 Grant to purchase a new fire truck for the Magdalena Fire Department. He stated that the fire truck will have a 2,000-gallon tank.

CLERK'S REPORT: Clerk/Treasurer Juanita Puente reported that she is continuing with processing Grants and Notice of Obligations and managing these Grants according to their requirements. Mayor Richard Rumpf shared that we are waiting to get clarification on a Grant for the Village of Magdalena Senior Center which Socorro County had requested to be transferred over to us.

GARY WHITEHEAD, SOUTH CENTRAL COUNCIL OF GOVERNMENTS – DISCUSSION ON SCCOG INVOLVEMENT AND RELATIONSHIP BETWEEN THE MAGDALENA FOOD COOPERATIVE AND THE VILLAGE OF MAGDALENA
 Gary Whitehead with SCOGG shared that the Village of Magdalena has a GRO Grant to help the Village with Administrative costs. This grant used to be called "Junior Money". He is here to see how he can help the MFC, he has Laurie Ware, and they are for profit and have their own grant writer. SCCOG now has the opportunity to work with profit and non-profits but mostly we work with government entities. The reason I'm sharing with you this Gro Program is because primarily those type of grants go to non-profits, so I was brought in to help facilitate how the SCCOG can work with non-profits and still stay compliant. It's more difficult to work with for profit entities, but there are a lot of grants out there depending on the circumstances. We understand that there is not a lot the Village of Magdalena can do, except maybe write a letter of support for the MFC that was the original request. It could give the MFC an advantage over somebody that did not have community support. The letter of support for the MFC would come with no obligation or liability to the Village of Magdalena.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF QUARTERLY REPORT ENDING SEPTEMBER 30, 2024, Michael Steininger, Finance Officer for the Village of Magdalena, reported on the first quarter. He stated that there was nothing out of the ordinary. In review of the quarterly information he stated that the General Fund has received 21% of its revenue versus 25% and he considered that to be within reason. There were a couple departments that were over 25% mostly due to the annual premium for the insurance. He stated that in the fire protection fund we are running 247% of fire supplies and he will need to look at that. He reported that in the Law Enforcement Recruitment Fund and is running at 31%, which is a little bit high, and that's alright. He stressed that the Council is going to have to keep in mind that LERF is going to run out of money before this year ends. The Board of Trustees need to figure out what to do with the employees covered under that Grant. Mr. Steininger stated that he is assuming the General Fund will pick them up. He stated that the Grant covers 100% of Pauletta Monte's salary and 75% for Alexandria Montgomery and they may run out of money in March or April of 2025. The Board of Trustees will need to decide what to do but there are no other immediate concerns. He stated that around July 29, 2024, or so, is when the budget was approved and the quarter report, we were running several months behind on credit card purchases and you had authorized that the purchases for that time period be put into pre-paid expense and then would be expensed out on into this fiscal year, as of September 30, 2024 there are over \$44,000 in credit card purchases that have not been expensed anywhere in the financial statement, it is including the General Fund, Fire Fund, Law Enforcement

Protection, Water, Utilities and the Magdalena Senior Center. He stated that this goes across the board, there's \$44,000 for 7 months that has accumulated and that has not been charged out. Mr. Steininger stated that he needs the Board of Trustees to take into consideration that there is a lot of money that has not been charged to the financial statements and at this point. In 2 more months, it will be 9 months, and it will be over \$60,000. There is also a high risk of absorbing these costs when not getting reimbursements that are needed. Trustee James Nelson asked what kind of progress we are making on it? Mayor Rumpf and Deputy Clerk Carleen Gomez stated that we are trying to figure it all out. Michael Steininger stated that he just wanted to keep everyone aware that there is still a sizable amount of money that is chargeable to Law Enforcement Protection, Senior Center, Fire Department, these are outside entities that are reimbursable, but not until it is done.

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, NOVEMBER 25, 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

Teri Winchester asked about the Socorro County Commission Meeting Agenda regarding the Law Enforcement seminar. Mayor Rumpf reported that the County Manager, County and Commissioner did things they shouldn't have, they jumped ahead of things, and he is going to deal with that tomorrow. He pointed out that all of the stuff in the newspaper is not an official document. The County Commissioner had all kinds of people calling him about Law Enforcement, and he should have been directing all those people or concerns to him as the Mayor of the Village of Magdalena. He stated that he and the Board of Trustees are the ones that can address these issues, it got totally out of hand. It should not have been in the newspaper. Mayor Rumpf stated that he is addressing all this with the County Commission tomorrow because there was a lot of misinformation. Mayor Rumpf stated that we have a new Deputy, and we are going to be interviewing another applicant who is a certified officer.

Linda Montoya said she was here 4 months ago when the issue of credit cards was discussed, and she didn't understand why this is such an issue. Mayor Rumpf replied that it is not an issue of credit card mismanagement, it's a case of being overloaded with so much work to facilitate the expenditures, we are trying to do better. Linda Montoya stated that she just didn't want the Village to have to pay for things that should be reimbursed. Mayor Rumpf reported that taking on the Senior Center is requiring a lot more work than we expected. Linda Montoya stated that she would like to see a letter of support for the Magdalena Food Cooperative.

ADJOURNMENT: Donna Dawson moved to adjourn the meeting at 5:38 p.m. and Michael Thompson seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Juanita Puente
Clerk/Treasurer

Richard Rumpf
Mayor

Carleen Gomez

From: James Nelson <jcnelson@gilanet.com>
Sent: Wednesday, December 4, 2024 7:44 PM
To: Carleen Gomez
Subject: Re: DEPARTMENT REPORTS DUE

Nine EMS calls in November.

Jim Nelson

On 12/4/2024 5:19 PM, Carleen Gomez wrote:

ALL,

This is just a reminder that Department Reports are due this Friday by noon. Please let me know if you have any questions.

Thank You,

Carleen Gomez, CMC

Deputy Clerk

Village of Magdalena

Ph (575)854-2261

www.villageofmagdalena.com



NOTICE: The contents of this **email** message and any attachments are intended solely for the addressee(s) and may contain **confidential** and/or privileged information and may be legally protected from disclosure. New Mexico law requires government agencies to disclose to the public, upon request, most written communications, including those in electronic form. Persons communicating with Village officials or employees should expect that any communications could be released to the public and that this disclosure could include the email addresses of those communicating with Village officials or employees.



Magdalena Marshals Police Blotter

NOVEMBER

Record ID: 1

Incident Date: 11-08-2024

Time: 1506

Title: 2nd shift report

Location: Ash street

Summary: Removal of unwanted persons on property

Record ID: 2

Incident Date: 11-09-2024

Time: 1800-0200

Title: citation

Location:

Summary: 1 driver cited.

Record ID: 3

Incident Date: 11-10-2024

Time: 1800-0200

Title: 2nd shift report

Location: Mindy Lane

Summary: 1 driver cited, responded to Mindy Lane for a 911 hang up call, Chief Zamora notified.

Record ID: 4

Incident Date: 11-11-2024

Time:

Title: Neglected Cats

Location: Chestnut

Summary: Report on 30 neglected cats.

Record ID: 5

Incident Date: 11-11-2024

Time: 1800-0200

Title: 2nd Shift report



Magdalena Marshals Police Blotter

Record ID: 10

Incident Date: 11-19-2024

Time: 1600-0000

Title: Livestock report, dog removal

Location:

Summary: 2 drivers cited. Livestock property damage report. Report on dog removed by Marshal suspect, not at town address.

Record ID: 11

Incident Date: 11-23-2024

Time: 1600-0000

Title: citation

Location:

Summary: 1 driver cited

Record ID: 12

Incident Date: 11-25-2024

Time: 1600-0000

Title: citation

Location:

Summary: 1 driver cited.

Record ID: 13

Incident Date: 11-26-2024

Time: 9:30am

Title: Loose Dog

Location: 2nd and Ash

Summary: Report on loose dog.

Record ID: 14

Incident Date: 11-25-2024

Time: 1600-0000

Title: citation



Magdalena Marshals Police Blotter

Title: trespass report

Location: Dollar General

Summary: Trespass notice filled out

Record ID: 20

Incident Date: 11-21-2024

Time: 12:45

Title: squatters

Location: elm street

Summary: home owner ref people in house squatters at night

Record ID: 21

Incident Date: 11-21-2024

Time: 15:20

Title: person acting strange

Location: cedar street

Summary: report of female not acting right

Record ID: 22

Incident Date: 11-29-2024

Time: 0900 - 1700

Title: citations

Location:

Summary: 4 citations given

DECEMBER

Record ID: 18

Incident Date: 12-01-2024

Time:

Title: Fallen resident

Location: Kelly Road

Summary: Assisted with resident unable to transition from bed to chair, almost fallen

Magdalena Marshal's Office

Monthly Report	<u>Month: SEPT</u>	<u>Year: 2024</u>
Marshal Zamora	ID#:Mag-1	
Total Miles Driven:		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	1	75
TRAFFIC CITATIONS: State Statutes		
VERBAL WARNINGS ON SPEEDING	5	
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	2	
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE		
PUBLIC SERVICE		
NM STATE POLICE	1	
SHERIFF'S OFFICE		
NM FISH & GAME		
US BORDER PATROL		
US FOREST SERVICE		
<u>OTHER:</u>		
ALARM CALLS		
FINGERPRINTING		
Driving Tests		
Misc. Cases	10	
<u>TOTALS:</u>	19	75

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

License Number: _____
 Make and Model: **FORD E3XP 2021**
 Training & Maintenance on Units

Report due in NO LATER THAN THE 10th OF THE MONTH

Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair 15
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								10
14								Invoice No.: _____ Amt.\$ _____
15								Date _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22	18290	18416	126	14.8	44.45			Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			126	14.8	44.45			

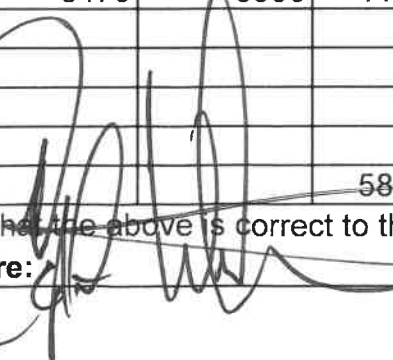
I certify that the above is correct to the best of my knowledge.
Signature: *M* **Title:** MARSHAL

Magdalena Marshal's Office

Monthly Report	Month: NOVEMBER 2024	
	ID# Mag 2	Capt. Waterman
Total Miles Driven: 582		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	11	\$825
TRAFFIC CITATIONS: State Statutes	0	
CRIMINAL CITATIONS	0	
ANIMAL CONTROL CITATIONS	0	
TRAFFIC ACCIDENTS	0	
D.W.I. ARRESTS	0	
FELONY ARRESTS	0	
MISDEMEANOR ARRESTS	1	
12 HOUR HOLD ARREST	0	
CRIMINAL INVESTIGATIONS	0	
JUVENILE CASES	0	
DOMESTIC CASES	0	
CRIMINAL DAMAGE / PROPERTY	0	
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE	0	
PUBLIC SERVICE	0	
NM STATE POLICE	0	
SHERIFF'S OFFICE	0	
NM GAME & FISH	0	
NM LIVESTOCK BOARD	0	
US BORDER PATROL	0	
US FOREST SERVICE	0	
<u>OTHER:</u>		
ALARM CALLS	0	
FINGERPRINTING	0	
Driving Tests	0	
Misc. Cases		
VW/PR	4	
<u>TOTALS:</u>	16	\$825

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

License Number: _ 20975-G
 Make and Model: _ FORD F/150

Report due in NO LATER THAN THE 10th OF THE MONTH								
Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7	8004	8094	90	12.5714	46.5			07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13	8094	8289	195	15.35	46.03			10
14								Invoice No.: _____ Amt.\$ _____
15								Date _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20	8289	8470	181	14.45	\$43.35			Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27	8470	8586	116	13.87	51.6			Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			582	56.24	187.48			
I certify that the above is correct to the best of my knowledge.								
Signature: 			Title: CAPTAIN					

Magdalena Marshal's Office

Monthly Report	<u>Month: NOV</u>	<u>Year: 2024</u>
Robert L. Felix Jr.	ID#:Mag-3	
Total Miles Driven:		
GENERAL CALLS:	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	22	
TRAFFIC CITATIONS: State Statutes		
TRAFFIC VERBAL WARNINGS	2	
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS		
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS		
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY		
TRAFFIC ACCIDENTS	1	
ASSISTANCE CALLS:		
AMBULANCE/FIRE		
PUBLIC SERVICE		
NM STATE POLICE		
SHERIFF'S OFFICE	1	
NM FISH & GAME		
US BORDER PATROL		
US FOREST SERVICE		
OTHER:		
ALARM CALLS		
FINGERPRINTING		
Driving Tests		
Misc. Cases	14	
TOTALS:	40	

MAGDALENA MARSHAL DEPARTMENT

MONTHLY VEHICLE EXPENDITURE REPORT


For the month of : **NOV** Year: **2024**

License Number: _____

Make and Model: **DODGE RAM**

Report Due In NO LATER THAN THE 10th OF THE MONTH								
Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8	32200	32272	72					09 Tire Purchase
9	32272	32419	147					10 Tire Repair
10	32419	32550	131	21.58	69.03			11 Wash and Wax
11	32550	32676	126					(Attach Copy of Invoices)
12	32676	32820	144	23.09	73.85			Invoice No.: _____ Amt.\$ _____
13								Date _____
14								Invoice No.: _____ Amt.\$ _____
15	32820	32886	66					Date _____
16	32886	33012	126					Invoice No.: _____ Amt.\$ _____
17	33012	33175	163	22.45	67.33			Code: _____ Date: _____
18	33175	33302	127					Invoice No.: _____ Amt.\$ _____
19	33302	33428	126	22.31	66.91			Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23	33428	33527	99					Code: _____ Date: _____
24	33527	33662	135	18.4	55.18			Invoice No.: _____ Amt.\$ _____
25	33662	33802	140					Code: _____ Date: _____
26	33802	33939	137					Invoice No.: _____ Amt.\$ _____
27	33939	34052	113	21.55	64.63			Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			1,852	129.4	396.93			

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

Signature:  Title: Deputy

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

License Number: _____
 Make and Model: Ford Explore

Report due in NO LATER THAN THE 10th OF THE MONTH								
Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								10
14								Invoice No.: _____ Amt.\$ _____
15								Date _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18		110234		14.55	\$43.65			Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27	110234	110302	68	10.09	\$30.25			Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals		68	68	4.46	13.4			

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

Signature: *Janetha Moch* Title: *Security*

Magdalena Marshal's Office

Monthly Report	<u>Month: NOV</u>	<u>Year: 2024</u>
Trevor Guerro	ID#:Mag-5	
Total Miles Driven:	0	
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	0	
TRAFFIC CITATIONS: State Statutes	0	
CRIMINAL CITATIONS	0	
ANIMAL CONTROL CITATIONS	0	
TRAFFIC ACCIDENTS	0	
D.W.I. ARRESTS	0	
FELONY ARRESTS	0	
MISDEMEANOR ARRESTS	1	
12 HOUR HOLD ARREST	0	
CRIMINAL INVESTIGATIONS	0	
JUVENILE CASES	0	
DOMESTIC CASES	0	
CRIMINAL DAMAGE / PROPERTY	0	
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE	0	
PUBLIC SERVICE	1	
NM STATE POLICE	0	
SHERIFF'S OFFICE	0	
NM FISH & GAME	0	
US BORDER PATROL	0	
US FOREST SERVICE	0	
<u>OTHER:</u>		
ALARM CALLS	0	
FINGERPRINTING	0	
Driving Tests	0	
Misc. Cases	0	
<u>TOTALS:</u>	2	

Trevor Guerro

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

License Number: _ 02660G
 Make and Model: _ Ford Exp 2017
 Training & Maintenance on Units

Report due in NO LATER THAN THE 10th OF THE MONTH								
Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13	118964			11.8	42.17			10
14								Invoice No.: _____ Amt.\$ _____
15								Date _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals				11.8	42.17			

I certify that the above is correct to the best of my knowledge.
Signature: *[Handwritten Signature]* **Title:** *[Handwritten Title: Deputy Magistrate]*

Librarian's Report NOVEMBER 2024

Days Open	18	# of Volunteers	4
Days Closed	4 /12/28/29/30	Volunteer Hours	18
Total Visitors	287	Museum Pass	0
Museum Visitors	4	New Library Cards	5 / 10 Kanopy

Events:

Number of Events:	6	Attendance:	65
-------------------	---	-------------	----

Date:		# of People:
11/1/2024	Denise Gard and dogs Digging up Bones	0 K 9 A
11/7/2024	Library Board Meeting	6 A
11/9/2024	Richard Melzer NM Famous Cemeteries	24 A
11/14/2024	FOL Meeting	5A
11/13/2024	Pre K visit Library Snow books and crafts	9K and 4A
11/21/2024	Book Club	8 A

Circulation

PHYSICAL		DIGITAL	
# of Books	66	# of eBooks	33
# of Books on CD	3	# of Online Audio	68
# of DVDs	129		
Total Physical	198	Total Digital	101
Total Circulation	299		
ILL Processed	3 Books and 10 articles		

Computers/Wi-Fi

# Computer Sign ins	18
Total Unique Wi-Fi Devices	111
Avg. # Wi-Fi Devices per day	20
Avg. Data Usage per Device	1.56

Other:

MAINTENANCE ISSUES: NO CHANGES to plumbing or drainage issues, still pending.

Respectfully Submitted,
Yvonne Magener,
Library Director

ORDINANCE NO. 2024-04

AUTHORIZING THE VILLAGE OF MAGDALENA (BORROWER) TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT (NMED) FOR THE PURPOSE OF OBTAINING PROJECT LOAN FUNDS IN THE PRINCIPAL AMOUNT OF \$100,000 PLUS 1% ACCRUED INTEREST AND GRANT SUBSIDY GRANT FUNDS IN THE AMOUNT OF \$200,000; FOR A TOTAL FUNDED AMOUNT OF \$300,000; DESIGNATING THE USE OF THE FUNDS FOR THE PURPOSE DEFINED IN THE MOST CURRENT PROJECT DESCRIPTION FORM AS APPROVED BY NMED; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE BORROWER'S PLEDGED REVENUES DEFINED BELOW; PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY FOR THAT PURPOSE

Capitalized terms used in the following preambles are defined in Section 1 of this Ordinance, unless the context requires otherwise.

WHEREAS the Borrower is a legally and regularly created public body organized under the general laws of the State of New Mexico (State); and

WHEREAS, the Borrower now owns, operates and maintains a public utility constituting Water System (System),

WHEREAS, the present System is insufficient and inadequate to meet the needs of the Borrower; and

WHEREAS, the Loan Agreement will be payable solely from the Pledged Revenues; and

WHEREAS, the Borrower has the following obligations outstanding to which the Pledged Revenues have already been pledged:

Funding Source (e.g., Revenue Bond, NMED, NMFA, etc.) and Series# or Loan/Project #	Principal Amount Outstanding at 06/30/2024 (use the most current fiscal year end date)
---	--

None	None
USDA Refunding loan	
Meter Replacement loan	
Equipment Loan	
Water Well project 2	
Backhoe loader loan	

WHEREAS, the Governing Body of the Borrower has determined that it is in the best interest of the Borrower to accept and enter into the Loan Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE BORROWER:

Section 1. DEFINITIONS. As used in the Ordinance, the following terms shall have the meanings specified below, unless the context clearly requires otherwise (*such meanings to be equally applicable to both the singular and the plural forms of the terms defined unless the plural form is separately defined*):

ACT. The general laws of the State, including the Rural Infrastructure Act at sections 75-1-1 to 75-1-6 NMSA 1978, as amended; enactments of the governing Body of the Borrower relating to the Loan Agreement made by resolution or ordinance, including this Ordinance; and the powers of the Borrower as a public body under authority given by the Constitution and Statutes of the State.

ANNUAL AUDIT or SINGLE AUDIT. Financial statements of the Borrower as of the end of each Fiscal Year, audited by an Auditor, consistent with the State Auditor’s rules.

AUTHORIZED OFFICER. The Borrower’s mayor, chairperson, director or other officer or agent of the Borrower as designated by the Borrower’s Resolution Number 2024-17 adopted by the governing body of the Borrower, as amended.

BORROWER. The entity requesting funds pursuant to the Act.

FISCAL YEAR. The twelve-month period commencing on the first day of July of each year and ending on the last day of June of the succeeding year, or any other twelve-month period which the Borrower hereafter may establish as the fiscal year or the System.

FUNDS. Loan and Loan Subsidy Grant Funds

GOVERNING BODY OF THE BORROWER Village of Magdalena.

GRANT SUBSIDY. A sub-grant of funds to the Borrower for the purpose of subsidizing the amount loaned to the Borrower under the Loan Agreement.

LOAN. A loan of funds from NMED made pursuant to the Loan Agreement.

LOAN AGREEMENT. The loan agreement between the Borrower and the NMED, pursuant to which funds will be loaned to the Borrower to construct the Project and pay eligible costs relating thereto; and the final loan agreement which shall state the final amount the NMED loaned to the Borrower, which shall be executed upon completion of the Project and dated on the date of execution.

NMSA. New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

OPERATION AND MAINTENANCE. All reasonable and necessary expenses of the System, paid or accrued, relating to operating, maintaining and repairing the System.

ORDINANCE. This Ordinance including amendments.

PARITY BONDS or PARITY OBLIGATIONS. Revenue Bonds and other bonds or other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues on parity with the bonds or obligations as listed in this Ordinance.

PLEDGED REVENUES. A Security Pledge of the Water/Sewer Fund.

PROJECT. The most current NMED approved Project Description described on the Project Description Form on file with NMED.

PROJECT COMPLETION DATE. The date that operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

REGULATIONS. Regulations promulgated by the New Mexico Environment Department at 20.7.2 NMAC.

SUBORDINATE OBLIGATIONS. Other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues subordinate to the lien of the Loan Agreement as may be listed in this Ordinance.

Section 2. RATIFICATION. All action before now (not inconsistent with the provisions of the Ordinance) by the Board, the officers and employees of the Borrower, directed toward the Loan Agreement, is ratified, approved and confirmed as a result of this document.

Section 3. FINDINGS. The Governing Body of the Borrower declares that it has considered all relevant information and data and makes the following findings:

(A) The execution and delivery of the Loan Agreement pursuant to the Act to provide funds to finance the Project, is necessary and in the interest of the public health, safety, and welfare of the residents of the Borrower.

(B) The money available for the Project from all sources other than the Loan Agreement is not sufficient to pay when due the cost of the Project.

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

Section 4. SYSTEM. The System shall continue to constitute a **Water System** and shall be operated and maintained as such.

Section 5. AUTHORIZATION OF PROJECT. The acquisition and construction of the Project and payment of eligible items as set forth in the Regulations from proceeds of the Loan Agreement is hereby

authorized at a cost not of **\$100,000** excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreement.

Section 6. AUTHORIZATION OF LOAN AGREEMENT.

(A) For the purpose of protecting the public health, conserving the property, and protecting the general welfare of the borrowing community it is hereby declared necessary that the Borrower execute and deliver the Loan Agreement to be payable and collectible solely from the Pledged Revenues. The NMED has agreed to disburse the proceeds according to the terms of the Loan Agreement to the Borrower over the construction period of the Project. The principal Loan amount shall not exceed **\$100,000** plus accrued interest without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Borrower, *and the annual interest rate on that principal amount shall not exceed 1% percent per annum. Interest shall be computed as a percentage per year on the outstanding principal amount on the Loan on the basis of a 365-day year, actual number of days lapsed.* The final maturity date shall not extend beyond the agreed upon useful life of the project. The Loan shall be repaid in substantially equal annual installments in the amount and on the dates provided in the Loan Agreement with the first annual installment due no later than one year after completion of the project. The Borrower must maintain a debt service coverage ratio of no less than 1.2 and must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

(B) The Borrower is hereby authorized to accept a Grant Subsidy of **\$200,000** under the terms of the Loan Agreement.

(C) The form of the Loan Agreement is approved. The Authorized Officer is hereby directed to execute and deliver the Loan Agreement and any amendments to the Loan Agreement to be executed after completion of the Project with such changes consistent with the Ordinance. The approval by an Authorized Officer of these documents in their final forms shall constitute conclusive evidence of their approval and compliance with this section.

(D) From the date of the initial execution and delivery of the Loan Agreement Authorized Officers, agents, and employees of the Borrower are authorized, empowered and directed to carry out such acts and to execute all such documents as may be necessary to comply with the provisions of this Ordinance and the Loan Agreement.

Section 7. SPECIAL LIMITED OBLIGATIONS. All Funds disbursed pursuant to the Loan Agreement shall be special limited obligations of the Borrower and shall be payable and collectible solely from the Pledged Revenues which are irrevocably pledged as set forth in this Ordinance. The NMED may not look to any general or other fund for the payment on the Loan Agreement except the designated special funds pledged. The Loan Agreement shall not constitute indebtedness or debts within the meaning of any constitutional, charter, or statutory provision or limitation, nor shall they be considered or be held to be general obligations of the Borrower and shall recite that they are payable and collectible solely from the Pledged Revenues.

Section 8. OPERATION OF PROJECT. The Borrower shall operate and maintain the Project so that it will function properly over its structural and material design life.

Section 9. USE OF PROCEEDS. The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the Borrower for the Project or to pay contractors or suppliers of materials for work performed on the Project as set forth in the Loan Agreement.

Section 10. APPLICATION OF REVENUES.

(A) OPERATION AND MAINTENANCE. So long as the Loan Agreement is outstanding, either as to principal or interest, or both, the Borrower shall pay for the operation and maintenance expenses of the System, approved indirect charges and any amounts for capital replacement and repair of the System as incurred.

(B) PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S). The Borrower shall pay the principal and interest of parity obligations and other approved debts which are secured from the Pledged Revenues as scheduled.

(C) EQUITABLE AND RATABLE DISTRIBUTION. Obligations of the Borrower secured by the Pledged Revenues on parity with the Loan Agreement, from time to time outstanding, shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of their issuance or creation.

(D) SUBORDINATE OBLIGATIONS. The Pledged Revenues used for the payment of Subordinate Obligations shall be applied first to the payment of the amounts due the Loan Agreement, including payments to be made to other obligations payable from the Pledged Revenues which have a lien on the Pledged Revenues on parity with the Loan Agreement.

Section 11. LIEN OF LOAN AGREEMENT. The Loan Agreement shall constitute irrevocable liens upon the Pledged Revenues with priorities on the Pledged Revenues as set forth in this Ordinance. The Borrower hereby pledges and grants a security interest in the Pledged Revenues for the payment and any other amounts owed by the Borrower to the NMED pursuant to the Loan Agreement.

Section 12. OTHER OBLIGATIONS. Nothing in the Ordinance shall be construed to prevent the Borrower from issuing bonds or other obligations payable from the Pledged Revenues and having a lien thereon subordinate to the liens of the Loan Agreement. The Borrower must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

Section 13. DEFAULT. The following shall constitute an event of default under the Loan Agreement:

(A) The failure by the Borrower to pay the annual payment due on the repayment of the Loan set forth in the Loan Agreement when due and payable either at maturity or otherwise; or

(B) Default by the Borrower in any of its covenants or conditions set forth under the Loan Agreement (*other than a default described in the previous clause of this section*) for 60 days after the NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

UPON OCCURRENCE OF DEFAULT:

(A) The entire unpaid principal amount of the Interim and Final Loan Agreement plus accrued interest and any fees thereon may be declared by the NMED to be immediately due and payable and the Borrower shall pay the amounts due from the Pledged Revenues, either immediately or in the manner required by the NMED in its declaration, but only to the extent funds are available for payment. However, if insufficient funds are available for payment, the NMED may require the Borrower to adjust the rates charged by the System to ensure repayment.

(B) The NMED shall have no further obligation to make payments to the Borrower under the Loan Agreement.

Section 14. ENFORCEMENT VENUE. The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the Borrower cannot reach agreement regarding disputes as to the terms and conditions of this Loan Agreement, such disputes are to be resolved promptly and expeditiously in the district court of Santa Fe County. The Borrower agrees that the district court for Santa Fe County shall have exclusive jurisdiction over the Borrower and the subject matter of this Loan Agreement and waives the right to challenge such jurisdiction.

Section 15. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in the Loan Agreement or in this Ordinance, the NMED may proceed against the Borrower to protect and enforce its rights under the Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Ordinance for the

enforcement of any proper legal or equitable remedy as the NMED may deem most effective to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of the NMED, or to require the Borrower to act as if it were the trustee of an express trust, or any combination of such remedies. Each right or privilege of the NMED is in addition and cumulative to any other right or privilege under the Ordinance or the Loan Agreement and the exercise of any right or privilege by the NMED shall not be deemed a waiver of any other right or privilege.

Section 16. DUTIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in this Ordinance, the Borrower, in addition, will do and perform all proper acts on behalf of and for the NMED to protect and preserve the security created for the payment of the Agreement to ensure the payment on the Agreement promptly as the same become due. All proceeds derived from the System, so long as the Agreement is outstanding, shall be treated as revenues. If the Borrower fails or refuses to proceed as required by this Section, the NMED, after demand in writing, may proceed to protect and enforce the rights of the NMED as provided in the Ordinance and the Loan Agreement.

Section 17. TERMINATION. When all obligations under the Loan Agreement have been paid, the Loan Agreement shall terminate and the pledge, lien, and all other obligations of the Borrower under the Ordinance shall be discharged. The principal amount o, or any part thereof, may be prepaid at any time without penalty at the discretion of the Borrower and the prepayments of principal shall be applied as set forth in the Loan Agreement.

Section 18. AMENDMENT OF ORDINANCE. This Ordinance may be amended with the prior written consent of the NMED.

Section 19. ORDINANCE IRREPEALABLE. After the Loan Agreement has been executed and delivered, the Ordinance shall be and remain irrevocable until the Agreement has been fully paid, terminated and discharged, as provided in the Ordinance.

Section 20. SEVERABILITY CLAUSE. If any section, paragraph, clause or provision of the Ordinance 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 the Ordinance.

Section 21. REPEALER CLAUSE. All bylaws, orders, 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, Ordinance, or part thereof, heretofore repealed.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____, 20_____ .

Richard Rumpf, Mayor – Village of Magdalena

Date

(SEAL)

ATTEST:

Juanita Puente, Clerk/Treasurer

Date



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

December 9, 2024

To Whom It May Concern:

RE: Magdalena Food Cooperative

We are writing this letter in support of the Magdalena Food Cooperative. And we look forward to making this dream a reality for the residents both in the Village of Magdalena and surrounding areas.

Respectfully,

Richard Rumpf
Mayor

Clark Brown
Trustee

James Nelson
Mayor Pro-Tem/Trustee

Michael Thompson
Trustee

Donna Dawson
Trustee

A-1330

Updated:07/2023

Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form



Date

Aug 8, 2023

Project Location

N29 - MAGDALENA AIRPORT

Sponsor

MAGDALENA, VILLAGE OF

Address

PO BOX 145

City

MAGDALENA

NM

Zip Code

87825

Participation

STATE ONLY

Funding Breakdown

100

Contract No.

AVA1533

Project No.

N29-24-01

Vendor No.

0000054348

Expiration Date

8/15/2025

Purchase Order No:

0000384536

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

EQUIPMENT BUILDING ADDITION

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 28,600	\$ 	\$ 	\$ 28,600

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

7. Term.

DocuSign Envelope ID: 1E4CFDD0-FACC-4918-B35B-D2F92EB2EDDA

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

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

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
General Office: (505) 795-1401
Fax: (505) 244-1790
E-mail: Aviation.Division@dot.nm.gov

Name	RICHARD RUMPF		
Title	MAYOR		
Sponsor	MAGDALENA, VILLAGE OF		
Address	PO BOX 145		
City	MAGDALENA	NM	Zip Code 87825
Office Phone		Fax	
E-Mail	mayor@villageofmagdalena.com		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Ricky Serna
5910E8A8255842F
Cabinet Secretary or Designee

Date: 8/15/2023

Recommended by:

DocuSigned by:
By: Pedro Rael
C8675C3214924C0...
Aviation Division Director
or Designee

Date: 8/14/2023

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

DocuSigned by:
By: John Howell
John Howell
Assistant General Counsel
0756CE01625D480...
Assistant General Counsel

Date: 8/11/2023

SPONSOR

Print Name: Richard Rumpf

DocuSigned by:
By: Richard Rumpf
BBF33002900042A...

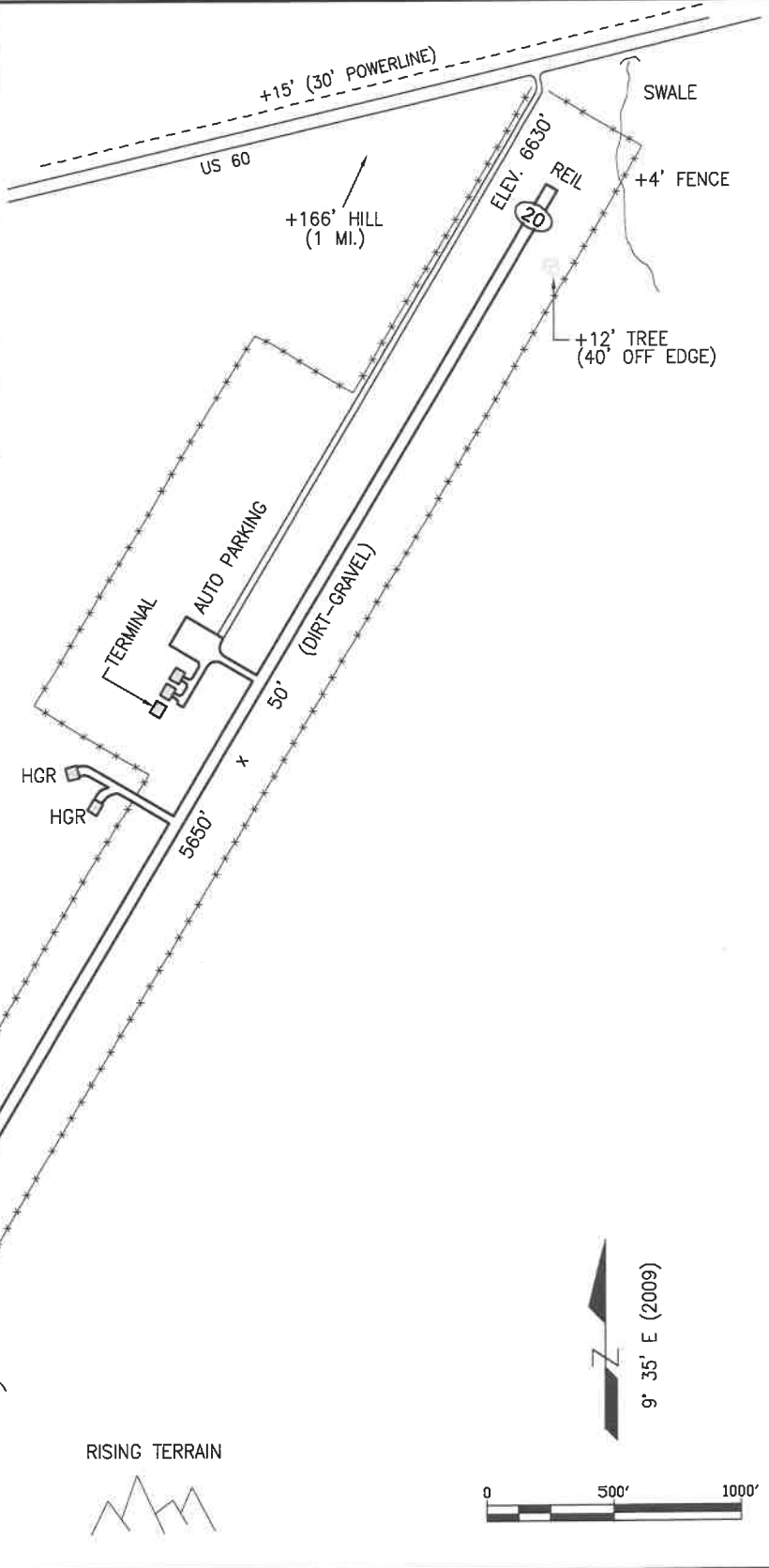
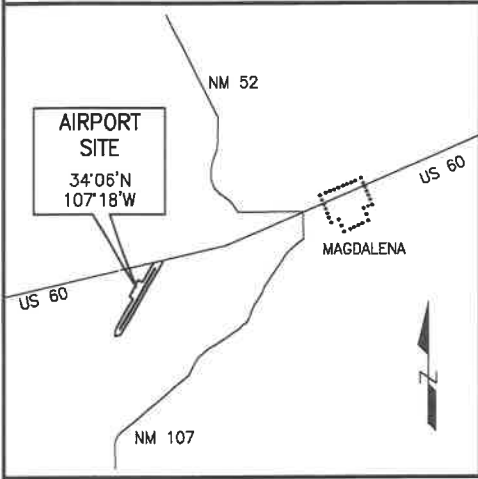
Date: 8/11/2023

Title: Mayor

MAGDALENA, NM

MAGDALENA AIRPORT (N29)

SITE NO. 14649.1A



REMARKS:

- 1. QUAD. - 7.5 MIN. ARROYO LANDAVASO.

MAGDALENA_N29
1/28/10

9' 35" E (2009)

Certificate Of Completion

Envelope Id: 1E4CFDD0FACC4918B35BD2F92EB2EDDA
Subject: Complete with Docusign: N29-24-01-01 EQUIPMENT BUILDING EXPANSION.pdf
Source Envelope:
Document Pages: 11 Signatures: 4
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
Dan Moran
1120 Cerrillos Rd.
Santa Fe, NM 87505
Dan.Moran@dot.nm.gov
IP Address: 147.136.249.116

Record Tracking

Status: Original
10/24/2024 11:10:17 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected
Holder: Dan Moran
Dan.Moran@dot.nm.gov
Pool: StateLocal
Pool: Department of Transportation

Location: DocuSign

Location: DocuSign

Signer Events

John Newell
JohnP.Newell@dot.nm.gov
Assistant General Counsel
NMDOT
Security Level: Email, Account Authentication (None)

Signature

Signed by:

C750CEC1625D488...

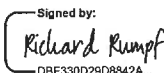
Signature Adoption: Uploaded Signature Image
Using IP Address: 164.64.74.20

Timestamp

Sent: 11/5/2024 8:09:55 AM
Viewed: 11/22/2024 11:58:22 AM
Signed: 11/22/2024 11:58:29 AM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Richard Rumpf
mayor@villageofmagdalena.com
Mayor
Security Level: Email, Account Authentication (None)

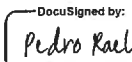
Signed by:

DBF330D29D8842A...

Signature Adoption: Pre-selected Style
Using IP Address: 208.72.45.133

Sent: 11/22/2024 11:58:32 AM
Viewed: 11/26/2024 8:10:23 AM
Signed: 11/26/2024 8:11:14 AM

Electronic Record and Signature Disclosure: Accepted: 11/26/2024 8:10:23 AM ID: 01167334-faa7-44a1-bfe6-c27ba0993280

Pedro Rael
Pedro.Rael@dot.nm.gov
Division Director
NMDOT
Security Level: Email, Account Authentication (None), Login with SSO

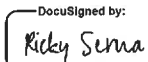
DocuSigned by:

C6675C3211D34C0...

Signature Adoption: Pre-selected Style
Using IP Address: 174.218.20.210
Signed using mobile

Sent: 11/26/2024 8:11:17 AM
Viewed: 11/26/2024 10:25:33 AM
Signed: 11/26/2024 10:26:27 AM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Ricky Serna
Ricky.Serna@dot.nm.gov
Cabinet Secretary
NMDOT
Security Level: Email, Account Authentication (None)

DocuSigned by:

5910E8A6255842F...

Signature Adoption: Pre-selected Style
Using IP Address: 8.53.128.125

Sent: 11/26/2024 10:26:30 AM
Viewed: 12/4/2024 10:43:04 AM
Signed: 12/4/2024 10:43:09 AM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Project No.	N29-24-01
Contract No.	AVA1533
Vendor No.	0000054348

AMENDMENT NO. 1

THIS AMENDMENT made and entered into by and between the Village of Magdalena, (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

1. The State funding under Section 1, of the original agreement is deleted and replaced with the following:

\$68,600

2. Section 1C, Exhibit B to the original agreement is deleted and replaced with the attached Exhibit B

3. The State contribution stated in Exhibit B is \$68,600

4. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

New Mexico Department of Transportation
Cabinet Secretary or Designee

DocuSigned by:
Pedro Rael
 By:
C6875C3211B34C0...

DocuSigned by:
Ricky Serna
 By:
5010E8A6255842E...

Date: 11/26/24

Date: 12/04/24

SPONSOR

Approved as to form and legal sufficiency

Signed by:
Richard Rumpf
 By:
DBF330D29D8842A...

Signed by:
John Nevell
 By:
John Nevell
Assistant General Counsel
C750CFC16250488
 Assistant General Counsel

Date: 11/26/24

Date: 11/22/24

**EXHIBIT B
PLEASE OMIT CENTS**

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	SPONSOR'S FUNDS	STATE FUNDS REQUESTED	OTHER FUNDS (FAA)
1	EQUIPMENT BUILDING EXPANSION	\$28,600	\$0	\$ 28,600	\$ 0
	AMENDMENT 1	\$40,000		\$ 40,000	
		\$0			
		\$0			
		\$0			
		\$0			
	TOTALS	\$ 68,600	\$0	\$ 68,600	\$ 0



New Mexico
 csanm@csaelectrical.net
 575-463-8470

QUOTE

Name: Richard Rumph

Date: 9/3/24

Invoice No. 000237

ITEM	QTY.	DESCRIPTION	PRICE	AMOUNT
		Ariport Addition		\$8,500.00
TOTAL				\$8,500.00

Description: Price can changed if anything is added or removed. This price includes
200 amp service upgrade, Outlets inside building, rewire to water well, rewire to existing 50 amp Sub panel
and installtion of overhead bay lights purchased by customer.

 Customer's Signature

AJ ALDAR
 CSA ELECTRICAL

Village of Magdalena

QUOTE

Materials and labor on 28X36 addition to Airport w/ 6" concrete reinforcement

\$39,622.50

Thank you

Daniel Gallegos

8/22/2024



SANTIAGO'S ELECTRIC

1266 Old Hwy. 85
 Belen, NM 87002
 Tel: # (505) 864-7598
 NM Lic# 20820
 P.O. Box 264 Jarales, NM 87023
 Jim Lopez: Owner

Bid Form#: _____
 Name: _____
 Address: _____
 Ph: _____ Fax: _____
 Job Location: Airport Building
 Payment Terms: _____
 Date: _____
 Prepared By: _____

Cell#	Quantity	Price Good For	Days Price
		200 Amp Commercial Grade Service Over head Weather proof.	
		Indoor LED and outdoor LED Lighting. Outlets and Switches Commercial Grade	
		Permits included	25,458.00
		Labor Taxed. 7.3125%	10,800.00 789.75
Estimate Price For All Parts & Labor Work Included			Sub Total
			Tax
			Amount of Bid
EXCLUSIONS AND QUALIFICATIONS			
Approved by: _____		Add Extras \$ Tax	789.75
Bid Date: _____			
Approved By: _____		TOTAL	26,247.75