City of Bayard

CITY COUNCIL REGULAR MEETING

June 28, 2021 at 1:30 PM

Bayard City Hall

AGENDA

WORK SESSION

CALL TO ORDER: Mayor Chon S. Fierro

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE AGENDA

PUBLIC INPUT

CONSENT AGENDA

1. Approval of the Minutes of Regular Meeting on June 8, 2021
2. Approval of Accounts Payable Report for June 28, 2021
3. Approval of Police Report for May 2021
4. Approval of attendance to the New Mexico Rural Water Association Conference for Mikey Paez on August 3-5, 2021 in Albuquerque
5. Approval of attendance to the 2021 New Mexico Municipal League Conference in Santa Fe for Council and Staff on September 1-3, 2021
6. Approval of the attendance to the New Mexico Floodplain Managers 2021 Summer Conference (online) for Kristina Ortiz on June 16-17, 2021
7. Approval of the attendance to the New Mexico Wastewater Association training school on August 18-19, 2021 for Jason Jaeger (online)
8. Approval of the attendance to the National Fire Academy in Datil, NM for Fire Department members in July 2021.

NEW BUSINESS

9. Approval of Local Government Road Fund Program Agreement for "design and engineering for pavement rehabilitation/improvements of city streets, within the

control of City of Bayard," State funds $81,000 Local funds $27,000 ($10,000 Municipal Street, $17,000 General Fund).

10. Approval of variance request for Yolanda Horcasitas for side setback from 5' to 3' for allowance of access to rear property

11. Approval of electrical installation on property at 709 N. Elm Street for Lazaro Palomarez for RV charging only.

12. Approval of Joint Powers Agreement with New Mexico Municipal League.

13. Request for use of Little League field for benefit baseball tournament on July 17, 2021

ORDINANCES/RESOLUTIONS

14. Adoption of Resolution 12-2021 Local Government Road Fund Program for "design and engineering for pavement rehabilitation/improvements of city streets, within the control of City of Bayard," State funds $81,000 Local funds $27,000 ($10,000 Municipal Street, $17,000 General Fund).

ACTION FOR PERSONNEL

15. Approval to remove Joseph Carlos and Aaron Ordonez from introductory status and placed on regular status effective July 3, 2021.

MAYOR AND COUNCILORS REPORTS

NEXT MEETING DATE:

Regular Meeting - July 12, 2021

Special Meeting - June 29, 2021

ADJOURNMENT

City of Bayard

CITY COUNCIL SPECIAL MEETING

June 08, 2021 at 2:00 PM

Bayard City Hall

MINUTES

WORK SESSION

CALL TO ORDER: Mayor Chon S. Fierro

PRESENT

Mayor Chon Fierro
Mayor Pro-tem Raul Villanueva
Councilor Charles Kelly
Councilor Eloy Medina
Councilor Adrian Ortiz

Others present were Anthony Aveles, Jason Jaeger, Chief Alirez, and Kristina Ortiz.

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE AGENDA

Motion made by Councilor Kelly, Seconded by Councilor Ortiz.
Voting Yea: Mayor Fierro, Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Ortiz

PUBLIC INPUT

CONSENT AGENDA

Motion made by Councilor Kelly, Seconded by Councilor Ortiz.
Voting Yea: Mayor Fierro, Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Ortiz

The following items were included in the consent agenda.

1. Approval of Minutes of Regular Meeting of May 24, 2021
2. Approval of the Accounts Payable Report for June 8, 2021
3. Approval of the Police Report for April 2021

NEW BUSINESS

4. Stone, McGee & Co. - Mike Stone, 2020 Audit Report presentation and approval.

Mr. Mike Stone presented the 2020 Audit and state that is was given the best rating available. The only finding was for a late audit report relating to staff availability of the auditors office. Mr. Stone stated that the finance staff does a wonderful job in preparing the required documents for the audit.

Motion made by Councilor Kelly, Seconded by Councilor Ortiz.
Voting Yea: Mayor Fierro, Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Ortiz

5. Approval of the purchase of Christmas decorations for the street light poles from Temple Display.

Clerk Treasurer Ortiz presented a quote from Temple Display for street light pole Christmas decorations for a total of $34,032.60. City Council also inquired on purchasing of decorations for the municipal buildings with the excess allocated budget for decorations. Mayor Fierro inquired on decorations such as a large tree for the recreation areas. Clerk Treasurer Ortiz stated that the Department of Finance & Administration has approved purchasing decorations to be used at Bayard recreation areas. Clerk Treasurer Ortiz stated that recreation funding needs to be spent due to expiration dates and not enough funding available to construct the new concession stand. A consensus of the Council would be needed to proceed with the purchase of decorations for the recreation sites.

Item up for vote is the purchase of street light pole decorations from Temple Display for $34,032.60.

Motion made by Councilor Medina, Seconded by Councilor Kelly.
Voting Yea: Mayor Fierro, Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

ORDINANCES/RESOLUTIONS

6. Adoption of Resolution 9-2021 for the 2020 Fiscal Audit

Motion made by Mayor Pro-tem Villanueva, Seconded by Councilor Medina.
Voting Yea: Mayor Fierro, Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

RESOLUTION 9-2021

ACCEPTANCE AND APPROVAL OF THE FY18 AUDIT

WHEREAS, the City of Bayard is required by statute to contract with an independent auditor to perform the required annual audit or agreed upon procedures for Fiscal Year 2020; and,

WHEREAS, the Bayard City Council has directed the accomplishment of the audit for FY20 be completed; and,

WHEREAS, this audit has been completed and presented to the Bayard City Council per the May 25, 2021 Letter from the Statue Auditor authorizing release of the FY20 audit.

WHEREAS, NMAC 2.2.2.10 (M) (4) provides in pertinent part that "Once the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar days has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA, to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meetings Act, if applicable;" and,

NOW THEREFORE, BE IT RESOLVED, that the **Bayard City Council** does hereby accept and approve the completed audit report and findings as indicated within this document.

ACCEPTED AND APPROVED this 8th day of June, 2021 in regular session by the Bayard City Council, at Bayard, Grant County, New Mexico.

//s//_____
CHON S. FIERRO, MAYOR

//s//_____
RAUL VILLANUEVA, MAYOR PRO-TEM

//s//_____
ELOY MEDINA, COUNCILOR

//s//_____
ADRIAN ORTIZ, COUNCILOR

//s//_____
CHARLES L. KELLY, COUNCILOR

ATTEST BY:

//s//_____
KRISTINA ORTIZ, MMC
CLERK TREASURER

7. Adoption of Resolution 10-2021 for N. Foy Street and Drainage Improvements, for the participation in the Transportation Project Fund Program. Total project cost $65,400 (state $62,130, local $3,270).

   Clerk Treasurer Ortiz stated that funding under the Local Transportation Program was available and requested approval to proceed with applying for design services funding for the N. Foy Street project. Match is 5% (state $62,130, local $3,270).

   Motion made by Councilor Kelly, Seconded by Councilor Ortiz.
   Voting Yea: Mayor Fierro, Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

RESOLUTION NO. 10-2021

A RESOLUTION SUPPORTING AN APPLICATION
and
PLEDGE OF MATCHING FUNDS
for
FISCAL YEAR 2022 TRANSPORTATION PROJECT FUND

WHEREAS, the New Mexico Department of Transportation is soliciting applications for the Department's Fiscal Year 2022 Transportation Project Fund; and

WHEREAS, the purpose of the Transportation Project Fund is to assist local and tribal governments with the following: (1) environmental and other studies; (2) planning; (3) design; (4) construction; and (5) acquisition of rights of way necessary for the development of transportation infrastructure, which includes highways, streets, roadways, bridges, crossing structures and parking facilities, including all areas for vehicular use for travel, ingress, egress and parking; and

WHEREAS, having reviewed and considered the regulations and the application covering administration and use of said funds; and

WHEREAS, having determined that N. Foy Street – Bayard Housing Authority north entrance off of Copper Street north to Town Limits qualifies for grant funding; and

WHEREAS, in official session that the **City of Bayard** determines, resolves, and orders as follows:

That the project N. Foy Street – Bayard Housing Authority north entrance off of Copper Street north to Town Limits has a priority standing.

NOW THEREFORE BE IT RESOLVED that the **City of Bayard** endorses and supports an application for the Fiscal Year 2022 Transportation Project Fund and pledges 5% matching funds for **Design** of paving, curb & gutter, and drainage Improvements on N. Foy Street – Bayard Housing Authority north entrance off of Copper Street north to Town Limits within the **City of Bayard** to include project management assistance, geotechnical investigation, final drainage analysis, and final design, and

HEREBY requests that the New Mexico Department of Transportation consider and approve said application being in accordance with the regulations governing use and expenditures of said funds.

PASSED, APPROVED, and ADOPTED by the governing body of the **City of Bayard** at its meeting of June 8, 2021.

//s//_____
Chon S. Fierro, Mayor

ATTEST:

//s//_____
Kristina Ortiz, MMC
Clerk Treasurer

8. Adoption of Resolution 11-2021 for the 2021 Municipal Election.

Clerk Treasurer Ortiz stated that a resolution was required to be submitted to the Grant County Clerk indicating the positions up for the 2021 election which would be two positions for City Council.

Motion made by Councilor Kelly, Seconded by Mayor Pro-tem Villanueva.
Voting Yea: Mayor Fierro, Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

RESOLUTION NO. 11-2021

REGULAR LOCAL ELECTION

WHEREAS, the Governing Body of the City of Bayard, New Mexico has opted into the Local Election Act, Article 1, Section 1-22-3.1 of the NMSA 1978; and

WHEREAS, the Governing Body of the City of Bayard wishes to convey the correct and complete election information to the Grant County Clerk as required by 1-22-4(A)

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BAYARD, STATE OF NEW MEXICO THAT:

A. A regular local election is to be held on November 2, 2021; and

B. At the regular local election, persons shall be elected to fill the following municipal elective offices:

   1. **ONE Councilor for a four-year term.**

   2. **ONE Councilor for a four-year term.**

C. All Declarations of Candidacy shall be filed in the Office of the County Clerk on August 24, 2021, between the hours of 9:00 a.m. and 5:00 p.m.

D. All Declaration of Candidacy for write-in candidates shall be filed in the Office of the County Clerk on August 31, 2021, between the hours of 9:00 a.m. and 5:00 p.m.

PASSED, APPROVED AND ADOPTED by the City Council of Bayard on this 8th day of June 2021 in open session, at Bayard, Grant County, New Mexico.

*//s//*_____
Chon S. Fierro
Mayor

ATTEST:

*//s//*_____
Kristina Ortiz, MMC
Clerk-Treasurer

MAYOR AND COUNCILORS REPORTS

Mayor Fierro thanked the maintenance department for their hard work at the t-ball field and pothole repairs. Mayor Fierro asked Chief Alirez about citing individuals for uncovered loads.

Clerk Ortiz stated that the City Council would need to provide a consensus on the purchase of recreation decorations. It is the consensus of the Council to move forward with the purchase of recreation decorations.

Clerk Ortiz stated that the NMDOT contacted the City to state that $108,000 (project total) was approved from the Municipal Arterial Program under the Local Government Road Fund Application. The City Council at the next regular meeting will be required to adopt a resolution with the understanding that the funding will require an additional $17,000 cash match that what was listed in the original application. The funding breakdown is state $81,000 and local $27,000 for a project total of $108,000.

Mayor Fierro asked Chief Alirez if the Fire Department could access the police frequency. Clerk Ortiz stated that the Fire Department is not able to make contact with the police during emergencies. Chief Alirez stated that the frequency needs to be programed into the fire department radios. Clerk Ortiz requested the contact information for the programmer.

NEXT MEETING DATE:

Regular Meeting - June 28, 2021

ADJOURNMENT

Motion made by Councilor Kelly, Seconded by Councilor Ortiz.
Voting Yea: Mayor Fierro, Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

MEETING ADJOURNED AT 2:48 P.M.

Chon Fierro
Mayor

ATTEST:

Kristina Ortiz, MMC
Clerk Treasurer

ACCOUNTS PAYABLES
June 28,2021

GENERAL FUND - 10

H&S Electric	LED Stealth light fixtures and bulbs PD	$	449.52
O'Riley Auto Parts	Battery for ACO truck	$	152.91
Evergreen Turf	SOD for T-ball field	$	9,189.00
Wall Mart	Office supplies PD and CH	$	47.20
Quill Corporation	Office supplies CH and PD	$	154.40
H&S Electric	Replacment Light bulbs	$	42.76
Advanced auto parts	Yearly city vehicle scanner updates CH &PD	$	410.40
Ace Hardware	Monthly running ticket supplies	$	451.51
TOTAL:		**$**	**10,897.70**

JNT W/S O&M FUND - 150

Advanced auto parts	1 year city vehicle scanner updates	$	307.80
Ace Hardware	Monthly running ticlet supplies	$	1,606.14
TOTAL:		**$**	**1,913.94**

JNT WASTEWATER FUND - 170

Keenan supply	Little Giant Pump	$	398.52
Keenan supply	Citric Acid for UV cleaning WWTP	$	2,039.66
Keenan supply	Chlorine pump	$	453.33
Dement Electric	Installation of Conduit #1 and #2	$	1,591.43
Sun Treat	Salt for the WWTP	$	322.95
Keenan supply	Chlorine pump repair Kit	$	453.33
USA Bluebook	Lab supplies	$	866.89
Wal Mart	Office supplies	$	18.82
Advanced auto parts	yearly vehicle scanner updates	$	307.79
Ace Hardware	Monthly running ticket for supplies	$	114.84
TOTAL:		**$**	**6,567.56**

COMMUNITY CENTER FUND - 200

Septic Solutions	Parking Bumpers for Community Center	$	532.81
Foxworth Galbrieth	ceiling tiles	$	44.00
Home Depot	Replacment light sconz	$	151.76
TOTAL:		**$**	**728.57**

LIBRARY FUND - 210

Wal Mart	Office Supplies	$	12.27
Amazon	Cares funds act Library books	$	379.10
TOTAL:		**$**	**391.37**

MUNNICIPAL STREET FUND - 240

Ace Hardwaare	Monthly running ticket supplies	$	17.99
TOTAL:		**$**	**17.99**

MUNICIPAL COURT FUND - 20

H&S Electric	LED Light Fixtures and bulbs PS building	$	449.52

H&S Electric	Replacment light bulbs	$	21.38
Advanced Auto parts	yearly city vehicle scanner updates	$	102.60
TOTAL:		**$**	**573.50**

FIRE FUND- 30

Sierra Emergency Service	Prevenative Maintenance Calibration	$	2,180.75
H&S Electric	LED light Fixtures and bulbs for PS building	$	449.52
Advanced Auto parts	yearly city vehicle scanner updates	$	102.60
TOTAL:		**$**	**2,732.87**

LAW ENFORCEMENT FUND - 60

American Emergency Products	Parts and Labor for Install of timers and lights to Police Un	$	1,655.20
TOTAL:		**$**	**1,655.20**

TOTAL: $25,478.70

ACCOUNTS PAYABLES
June 28,2021

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TOTAL: $25,478.70

BAYARD POLICE DEPARTMENT
MONTHLY REPORT
May, 2021

Traffic Activity

Accidents	4
Citations Issued	102
Municipal 94	
Magistrate 7	
Stop Sign 12	
Written Warnings 15	
DWI	0
Motorist Assists	1
Suspicious Vehicle or person	3
Reckless driver	2
Missing or Stolen vehicle	1
Recovered: 1	

Criminal Activity

Arrests	4
Burglary/Larceny	2
Criminal damage	1
Domestic calls	1
Inj./Tamp. with vehicle	1
Narcotics violation	1
Harassment	1
Unwanted subject	1
Robbery	1
Aggravated battery	2
Fraud/Embezzlement	1
Disturbance	1
Littering	1
Breaking & Entering	1
Gas skip	1
Counterfeit money	1

General Activity

Abandoned 911	1
Civil stand by	1
Escorts	1
Welfare check	1
Road tests	1
Meetings/classes	2
Follow up investigations	1
Shots fired	2
Graffiti	1
Loud noise complaints	3
Missing person	1
Intoxicated subject	1
Animal call	1
Custodial interference	1

Suicide threat	1
Overdose	1
Fireworks	1
Smoke	1
Civil matter	1
Open door	1
Criminal trespass warning	1
Child exchange	1

Juvenile Activity

Arrests	0
Domestic call	1
Runaway	1

Offense/Incident reports generated 20

Agency assisting-Santa Clara shooting
Welfare Check
Warrant arrest x 3
Theft
Larceny
Graffiti
Criminal damage to property
Informational: Domestic
Informational: Neighbor dispute
Disturbance
Warrant Arrest
Runaway
Warrant arrest
Towed abandoned vehicle
Burglary
Larceny; lost property
Warrant arrest
Recovered stolen property
Surrendered firearm
Warrant arrest

Item 4.

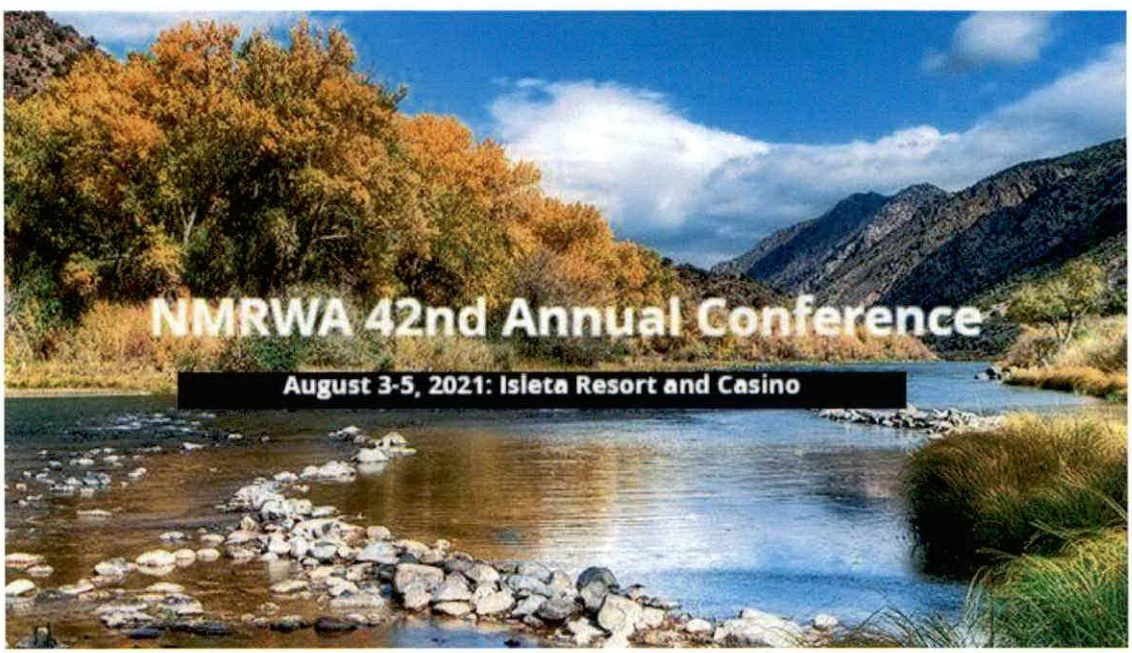
FW: Save the Date for NMRWA's 43rd Annual Conference!

Mikey Paez

Bayard Public Works <bayardmaint@cityofbayardnm.com>
Thu 6/24/2021 9:09 AM
To: Marlena Valenzuela <deputyclerk@cityofbayardnm.com>

From: Bill Conner [mailto:bill@nmrwa.org]
Sent: Wednesday, June 23, 2021 7:17 PM
To: Bayard Public Works <bayardmaint@cityofbayardnm.com>
Subject: Save the Date for NMRWA's 43rd Annual Conference!

View this email in your browser



NMRWA 43rd Annual Conference

DATES!!!

Isleta Resort & Casino, August 3-5, 2021

ABOUT THE CONFERENCE

[Nmmlclerksandfinanceofficers] 2021 NMML Annual Conference - Survey

NMMLClerksAndFinanceOfficers <nmmlclerksandfinanceofficers-bounces+cityclerk=cityofbayardnm.com@listserve.com>
on behalf of
NMMunicipal League via NMMLClerksAndFinanceOfficers
<nmmlclerksandfinanceofficers@listserve.com>
Wed 6/23/2021 5:29 PM

To: nmmlclerksandfinanceofficers@listserve.com <nmmlclerksandfinanceofficers@listserve.com>; nmmlcitymanagers@listserve.com <nmmlcitymanagers@listserve.com>

1 attachments (595 bytes)
ATT00001.txt;

Municipal Clerks or Managers:

The 2021 New Mexico Municipal League Annual Conference will be held *in person* from September 1st through the 3rd in Santa Fe. In order to obtain preliminary attendance numbers for the event, we ask that you submit the following:

1. Will you attend the 2021 Annual Conference in person?
2. Will your Municipal Leadership attend? Mayor & Governing Body?
3. Would your Department Leadership attend? Manager, Clerk, Police Chief, Fire Chief, Judge, Court Clerk, Librarian, Airport Manager, Zoning Official(s), Environmental Quality and Finance Officers?

   (Not every subsection will meet, only those whose Bylaws indicate that they must meet during the Annual Conference.)

4. Would your Municipal Budget allow for participation, travel and lodging?

Please forward your answers to Jackie at jportillo@nmml.org, no later than close of business on Friday, July 2nd.

Thank you for your immediate attention to this questionnaire.

AJ Forte
NMML Executive Director
(C) 505-699-6944
ajforte@nmml.org

June 22, 2021
To: Mayor and City Council Members
RE: School for Jason Jaeger

Dear Mayor and City Council Members,

The NMWWA is holding a training school on line from August 18th to August 19th. I would like to request that I attend this school for needed renewal credits for my certification.

Sincerely,

Jason Jaeger
Bayard Wastewater Superintendent

NEW MEXICO MUNICIPAL LEAGUE

1229 Paseo de Peralta • Santa Fe, NM 87501

Date: June 15, 2021
From: AJ Forte, *Executive Director*, New Mexico Municipal League
To: Member Insureds
Re: Joint Powers Agreement

To Member Insureds:

At its June 3, 2021 Regular Meeting, the New Mexico Self Insurer's Fund Board of Trustees formally approved the attached update to your Joint Powers Agreement. This document reflects the first substantive change to your partnership in over thirty years, and represents a significant step forward in equity, transparency, and accountability, which together were cornerstone considerations in the Board's editing process. Although the Board's approval itself compels your assent with changes to the agreement's terms, you still must sign the document for it to take legal effect. We ask that you do so at your earliest opportunity.

For your convenience, please see below for the more notable changes made to the agreement. This list is not exhaustive, and some changes are aesthetic and thus not included:

- several references to statute (i.e., the Joint Powers Agreement Act, the Pooling Statute), tying certain requirements to authority;
- requirement to establish a committee to review the agreement every four years;
- vests authority in the Board to vote on elections for Board leadership;
- allows for expansion of Board membership, removes risk of overrepresentation, and clarifies process for removal of Board members;
- creates greater separation of duties with regard to financial practices and procedures;
- provides for delegations of power to the Administrator, assigns additional duties thereto, and provides additional Board oversight of such person;
- protects Fund members more completely upon membership withdrawals;
- removes certain appeal functions that were alternatively unused or unnecessary;
- grants greater actuarial authority to Board upon dissolution of Fund; and
- increases continuity by raising the floor for dissolving the Fund or changing the agreement.

We ask that you return the signature page of the attached back to our office, with advance .pdf copy email to cnicley@nmml.org, and via mail to 1229 Paseo de Peralta, Santa Fe, NM 87501 no later than June 25, 2021. If you have any questions at this time, you can reach me at (505)-699-6944.

Respectfully,

AJ Forte
Executive Director

JOINT POWERS AGREEMENT
NEW MEXICO MUNICIPAL LEAGUE
NEW MEXICO SELF INSURERS' FUND

This New Mexico Municipal League Joint Powers Agreement (hereinafter "Agreement") is executed by and among its Members in consideration of the representations contained herein and for the purposes set forth more fully below.

RECITALS

WHEREAS, the Joint Powers Agreement Act (NMSA 1978 §§ 11-1-1 to 11-1-6 (as amended), hereinafter "the Act") allows for two or more public agencies, as defined in the Act, to jointly exercise any power common to the public agencies desiring such an arrangement; and

WHEREAS, the parties (hereinafter "Members") currently part of the New Mexico Municipal League (hereinafter "the League") that participate in the New Mexico Self Insurers' Fund (hereinafter "the Fund") each meet the criteria of the term "public agency" as defined in NMSA 1978 § 11-1-2; and

WHEREAS, the Members are each empowered with statutory authority per NMSA 1978 §§ 3-62-1 and 3-62-2 to obtain insurance coverage through a self-insurance schema funded through the pooling of municipal, local public body, or political subdivision resources; and

WHEREAS, the Members are desirous of relying upon statutory pooling language to obtain such coverage through the joint exercise of this common power;

THEREFORE, the Members now enter this Agreement outlining the procedural and substantive posture of the Fund, in mutual agreement with what follows:

I. DEFINITIONS

For the purpose of this Agreement:

A. "Administrator" shall mean the Executive Director of the League, or the Executive Director's designee;
B. "Board of Trustees" or "Board" shall mean the board of trustees of the Fund;
C. "Employee" shall mean an employee of a Member and as may be further defined by applicable contract between the Fund and a Member, by applicable law, or by the board of trustees;
D. "Fund" shall mean the New Mexico Self Insurer's Fund;
E. "Insurance" shall mean indemnification against loss, damage, or liability arising from unknown or determinable contingencies, or payment of a specified amount upon determinable contingencies;
F. "League" shall mean the New Mexico Municipal League;
G. "Member" shall mean any incorporated municipality, local public body, or political subdivision, including a county, housing authority, or joint powers agency whose membership consists in whole or in part of a municipality, an instrumentality of a

municipality as determined by the Internal Revenue Service, or a special district lying in whole or in part in a municipality, in the State of New Mexico which has joined the Fund;

H. "Plan" shall mean any program for insurance or self-insurance for members or their employees, including benefits, services, protection, or indemnification for life, accident and health, worker's compensation, casualty, surety, or other lines of coverage;

I. "Premium" shall mean the consideration for insurance or self-insurance as further defined by applicable contract between the Fund and a Member.

J. "Risk" shall mean any chance of loss from contingencies or perils.

II. PURPOSE

The purpose of this Agreement is as follows:

A. Permit the Members joining herein to make a more efficient use of their powers and resources by cooperating on a basis that will be of mutual advantage; and

B. Provide a procedure for securing benefits, services, indemnification, or protection for Members and their employees relating to insurance or self-insurance, as authorized by law.

III. EFFECTIVE DATE

The effective date of this agreement and bylaws shall be July 1, 2021, or upon approval by the Secretary of Finance and Administration as provided by the Act, whichever is later. The Fund shall continue from year to year, without the necessity of a formal renewal by any Member, unless sooner dissolved by mutual agreement. The Fund shall establish a subcommittee to formally review this agreement every four (4) years.

IV. CREATION OF FUND

To carry out the purposes of this Agreement, the Fund is created, which Fund is formed, financed, organized, shall operate, and may be dissolved in accordance with the provisions of this Agreement and bylaws and any contract between the Fund and a Member. The principal office and situs of the Fund is located at 1231 Paseo de Peralta, Santa Fe, New Mexico 87501.

V. MEMBERSHIP

Membership in the Fund shall consist of those Members which are or become parties to this Agreement and contract for insurance for the Fund. Each Fund Board Member shall be entitled to one vote on elections of members of the Fund Board, approval to be conferred by such Board on nominees brought forward by the Executive Director, New Mexico Municipal League President, and Fund Chair.

VI. BOARD OF TRUSTEES

A. There shall be a Board of Trustees consisting of at least eleven (11) trustees responsible for the Fund who are elected from among the Members of the Fund, with at least one trustee-representing Member from each of the districts established by the League. The trustees shall be elected for three-year terms commencing on the first day of October after their election. The Board may from time to time increase or decrease the number of board members by

majority vote of the Board, provided that the number of trustees shall not be less than eleven (11), shall always be an odd number, and that no more than two (2) trustees shall be from the same district. The terms of office for board members shall be staggered so that approximately the same number of seats are up for election in any given year.

B. Each trustee shall be an elected or appointed officer or employee of a Member of the Fund. If a trustee ceases to be an elected or appointed officer or employee of a Member of the Fund, the trustee's position shall be deemed vacant.

C. Any vacancy for any unexpired term on the Board shall be filled for the duration of the term by the Chairperson's appointment with the advice and consent of the remaining trustees.

D. Trustees may be reimbursed for their time and expenses incurred to perform their respective duties as authorized by applicable law and subject to Board approval. No trustee nor the administrator appointed in Article VII shall incur any liability for any action, or failure to act, in such capacity except for gross negligence or willful misconduct.

E. A trustee shall be removed from office when the trustee misses three (3) consecutive Board meetings, and may be removed from office by a two-thirds (2/3) vote of the other members of the Board for convenience.

F. The Board establishes and manages plans, policies, and other services contemplated in this agreement and bylaws and the contract or agreement between the Fund and a Member, to include:

1. Prepare specifications, request bids, and enter into any contract for the purpose of underwriting, administering or providing any part or all of the Plans, policies, or services on behalf of and with a Member;
2. Determine the rates, risks, benefits, and terms of any Plans, policies, or services contemplated in this agreement; adjust the rates and benefits based on claim experience after notice to affected Members;
3. Provide for individual or collective underwriting or other agreements for Members in any Plan, policy, or service, serve as the policyholder of any group policies or Plans; determine the methods of claim administration and payment, and provide for claim experience for Members collectively or separately;
4. Determine the amount of contributions or appropriations required from Members for the purpose of participating in any part or all of the Plans, policies, or services established pursuant to this Agreement and bylaws;
5. Establish standards for eligibility of Members or Employees in any Plan, policy, or service, and procedures for enrollment and withdrawal in any Plan, policy, or service; and establish effective dates of coverage;
6. Provide for the administration of the fund or funds established herein, for the manner of payments to such fund and for payment of all expenses in connection with the Plans, policies, or services which may be established; and establish procedures for safekeeping, handling, and investing such fund or funds and any monies received or paid;
7. Establish the duties and responsibilities of the Administrator to enable the correct billing of Premiums and fees, enrollment of Members and their Employees, and payment of claims;
8. Study the operation of Plans, policies, or services, gross and net costs, administrative costs, benefits, utilization of benefits and claims administration;
9. Incur expenses, acquire and hold property, and enter into agreements necessary to accomplish the purposes of this Agreement and bylaws; exercise the full power and authority of any Member of the Fund when requested to do so by the Member

governing body; or otherwise provide for necessary activities to accomplish the purposes of this Agreement;

10. The Board shall have the authority, by a majority vote, to delegate power of the Board to the Administrator.

G. Subject to Board approval, the Administrator shall ensure the Fund maintains cash reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due.

VII. OFFICERS, MEETINGS, PROCEDURES

The trustees shall elect from among their membership a Chair, Vice-Chair, and Treasurer. The Board shall fix the date, time, and place of regular meetings. The Board shall hold a regular meeting, which shall be the annual meeting, at which officers shall be elected following a nomination and voting of Members in accordance with a procedure adopted by the Board. Special meetings may be called by the Chair, and in the Chair's absence the Vice-Chair, or any three (3) individual members of the Board.

A quorum for the transaction of business shall consist of a majority of the trustees, but any action of the Board regarding rates, membership in the Fund, settlement of claims requiring Board approval and offering or termination of lines of coverage must have a favorable vote by a majority of the trustees of the Board as constituted. The Board shall adopt such procedures as are deemed necessary and desirable for the conduct of business.

VIII. ADMINISTRATOR AND STAFF

The Executive Director of the League shall serve as Administrator of the Fund. The Administrator may appoint other employees, deputy treasurers, or employ or contract for legal counsel, actuaries or other consultants, as the Executive Director deems necessary to administer Plans, policies, or services established pursuant to this Agreement and the League's bylaws.

IX. FINANCING

The Board shall establish a fund or funds as it deems necessary for the purpose of, but not limited to, the following:

A. Payment of premiums or fees for any part of the Plans, policies, or services established pursuant to this Agreement and bylaws;
B. Payment of necessary expenses approved by the Board;
C. Payment of claims;
D. Payment of administration expenses;
E. Payment of other expenses incurred in accomplishing the purposes of this Agreement and bylaws.

All monies paid to such fund or funds shall be held in the name of the Fund. After payment of any expenses authorized and compensation of the administrator or other employees and other incidental expense, any remaining money shall be held for the benefit of the Fund.

The Board shall provide for the manner and dates for preparation by the Administrator of reports on the financial condition of any fund or funds.

Each member shall pay for all costs, Premiums, or other fees attributable to its respective participation in any Plan, policy, or service established under this Agreement, and shall be responsible for its obligations under any contract entered into with the Fund.

Subject to review and approval of the Board, the Administrator shall establish written financial policies relating to the handling of the Fund. The Fund shall provide for an annual audit of its financial records, and Members shall have access to all records relating thereto, excepting those items that contain confidential or protected information.

The Board shall provide for strict accountability of all receipts and disbursements.

X. ADDITIONAL MEMBERS, PARTICIPATION, TERMINATING MEMBERSHIP

A. Any eligible Member, as defined above, may join the Fund by adoption of the Agreement by its governing body or board in accordance with the procedures of the Joint Powers Agreement Act. Any Member may withdraw from the Fund by a resolution of its governing body after one hundred and eighty (180) days' notice is given in writing to the Chair of the Board. The withdrawing Member may retract their withdrawal at any time of the one-hundred-and-eighty-day period provided for above. Following the conclusion of the one hundred and eighty days above, the withdrawing Member is prohibited from rejoining the Fund for a period of two (2) years. Any withdrawing Member shall relinquish all voting rights and privileges. Any and all claim of title or interest to any asset of the Fund after its withdrawal from the Fund shall be as determined by the Board, in accordance with this Agreement and bylaws and a contract.
B. The Fund may be terminated by a unanimous vote of the Board as constituted.
C. Participation by a Member in any contract of insurance offered by the Fund becomes effective at the date and time shown on the certificate or declarations and may be terminated by sixty (60) days' written notice of termination by either party unless otherwise specified under the terms herein or by Board resolution. Termination of any contract of insurance by a member which occurs without proper notice or on a date other than the renewal date of the contract for insurance shall cause the Member to be subject to short rating and penalties as determined by the Board. In the event that the Member fails or refuses to make the payments of Premiums as herein provided, the Fund reserves the right to terminate such Member by giving ten (10) days' written notice and to collect any and all Premiums that are earned pro-rata for the period preceding contract termination. Interest, collection expenses or penalties may also be levied for non-payment of Premium as the Board may decide. No liability shall accrue to the Fund or its Members for any injury or accident occurring to an Employee of a Member after the effective date of the termination notice.
D. The safety engineering and loss control services of the Fund are designed to assist Members in following a plan of loss control that may result in reduced losses. The Member agrees

that it will cooperate in instituting loss control resolutions and policies that may be recommended by the Board for the purpose of eliminating or minimizing losses.

E. The Member agrees that it will appoint a coordinator and that the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the coordinator shall be binding upon the Member. The Member reserves the right to change the coordinator from time to time by giving written notice to the Fund.

F. The Fund agrees to handle any and all covered claims after notice of injury or claim has been given, and provide a defense. The Member hereby appoints the Fund as its agent and attorney in fact to act in all matters pertaining to processing and handling of claims and shall cooperate fully in supplying any information needed or helpful in such defense. The Fund shall carry on all negotiations and negotiate within authority granted it. If a personal appearance by the Member or an Employee is necessary, the expense of this appearance will be paid by the Member unless otherwise agreed. The Fund will retain and supervise legal counsel on behalf of and at the expense of the Fund necessary for the prosecution of any litigation. All decisions on individual cases shall be made by the Fund, which includes the decision to appeal or not to appeal a final ruling and decision. Any suit brought or defended by the Fund shall be in the name of the Member. Notwithstanding any provisions of this paragraph, all reports and filings required by the Worker's Compensation Act and the state of any employer will be the responsibility of the Member.

G. The Member agrees to abide by this Agreement, bylaws, and resolutions of the Board, and any amendments thereto.

H. The Fund and its agents are authorized to inspect, subject to appointment during business hours established by a Member, all work places, machinery, appliances, and equipment of the Member, and books, contracts, and records related to payroll, employment job class, Premium, expenditures, or any financial and employment data during the Members' enrollment in the Fund and within two (2) years after final termination of membership in the Fund.

XI. DISSOLUTION AND DISPOSITION OF PROPERTY

The title to all property, real and personal, acquired by the Fund shall be vested in the Fund. In the event of termination of the Fund, such property, including any surplus money on hand, shall belong to the Members of the Fund according to their participation in the Fund and in accordance with any further applicable criteria developed by the Board.

Upon partial or complete termination of the Fund, the vote of at least two-thirds (2/3) of the Board of the Fund is binding in all respects as to the disposition of property and dissolution of the Fund. The Board shall serve as trustees for the disposition of property or funds, including retention of an actuarial consultant, payment of obligations, dissolution and winding up of the affairs of the Fund.

XII. AMENDMENT

This Agreement may be amended from time to time upon:

A. Recommendation of any member of Board and approval by at least two-thirds (2/3) of the Board as constituted; or

B. Petition proposed by at least fifty percent (50%) of the Members of the Fund and approval by at least two-thirds (2/3) of the members of the Board as constituted.

Any proposed amendment shall be circulated to the Board at least thirty (30) days prior to the date that approval is set for a vote.

XIII. COUNTERPARTS

This Agreement may be executed in counterparts, which together with this document shall be considered one Agreement. The Executive Director shall be responsible for maintaining a copy of this Agreement and all signed counterparts on file.

XIV. SIGNATURES

Approved by:

Chair of the Board (printed)	Member (printed)
Chair of the Board (signature)	Member (signature)
Municipality/Entity	Municipality/Entity
Date	Date

Contract No. _____
Vendor No. 0000054299
Control No. L100487

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Bayard** (Public Entity), collectively referred as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **design and engineering for pavement rehabilitation / improvements of city streets**, as described in Control No. **L100487**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is **One Hundred Eight Thousand Dollars and Zero Cents ($108,000.00)** to be funded in proportional share by the parties as follows:

   1. Department's share shall be 75%: **$81,000.00**
      Design and engineering for pavement rehabilitation / improvements of city streets

   2. Public Entity's required proportional matching share shall be 25%: **$27,000.00**

   3. Total Project Cost: **$108,000.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Eight Thousand Dollars and Zero Cents ($108,000.00).**

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award and Notice to Proceed;
c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.
b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form,** which is attached as Exhibit A.

l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.
m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2022. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public 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.

9. Liability.
As between the Department and Public Entity, 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, Sections 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. 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 will be valid or enforceable unless included in this Agreement.

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

13. Legal Compliance.
The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public

Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. 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 will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is 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, subject to Section 7 above.

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

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

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

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

19. Amendment.
This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

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

By:_____ Date: _____
Assistant General Counsel

CITY OF BAYARD

By:_____ Date: _____

Title: _____

Attest: _____
City Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

_____
_____
_____
_____

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

   _____
   and completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY OF COSTS AND QUANTITIES

CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

City of Bayard

Clean Up...Fix Up
Bayard Pride
Help Your Neighbor

Form 99-1

ADMINISTRATIVE APPLICATION FORM

BEFORE A MOBILE HOME IS INSTALLED ON ANY LOT WITHIN THE CITY OF BAYARD OR BEFORE ANY BUILDING OR STRUCTURE IS ERECTED, RECONSTRUCTED, STUCTURALLY ALTERED, DEMOLISHED OR ENLARGED OR MOVED WITHIN OR INTO A ZONE, THE OWNER OF SAID BUILDING OR STRUCTURE OR MOBILE HOME SHALL DO THE FOLLOWING:

Application Process

1. Complete an administrative application and deliver it to the Zoning Officer with fee of $5.00.
2. Have the project reviewed by the Zoning Officer; and
3. Secure all applicable and necessary permits.
4. Submit completed application and fee by the third Wednesday of the month.

Yolanda Hurtado — APPLICANT'S SIGNATURE

6-11-21 — DATE

P.O. Box 1365 Bayard — APPLICANT'S MAILING ADDRESS

575-537-9509 — TELEPHONE #

NOTES: Versa Tube pre-manufactured assemble on site carport (12 x 18 footprint). Requesting 3' from western side property line setback, and 10' from rear northern property line setback. Setbacks needed for vehicle entry/exit radius.

PERMITS REQUIRED FOR PROJECT

DEVELOPMENT PERMIT _____

ZONE CHANGE PERMIT _____

MOVING PERMIT _____

MANUFACTORED HOME PERMIT _____

VARIANCE PROCESS PERMIT _____

BUILDING PERMIT _____

SPECIAL USE PERMIT _____

FLOOD PLAIN PERMIT _____

MOBILE HOME PERMIT _____

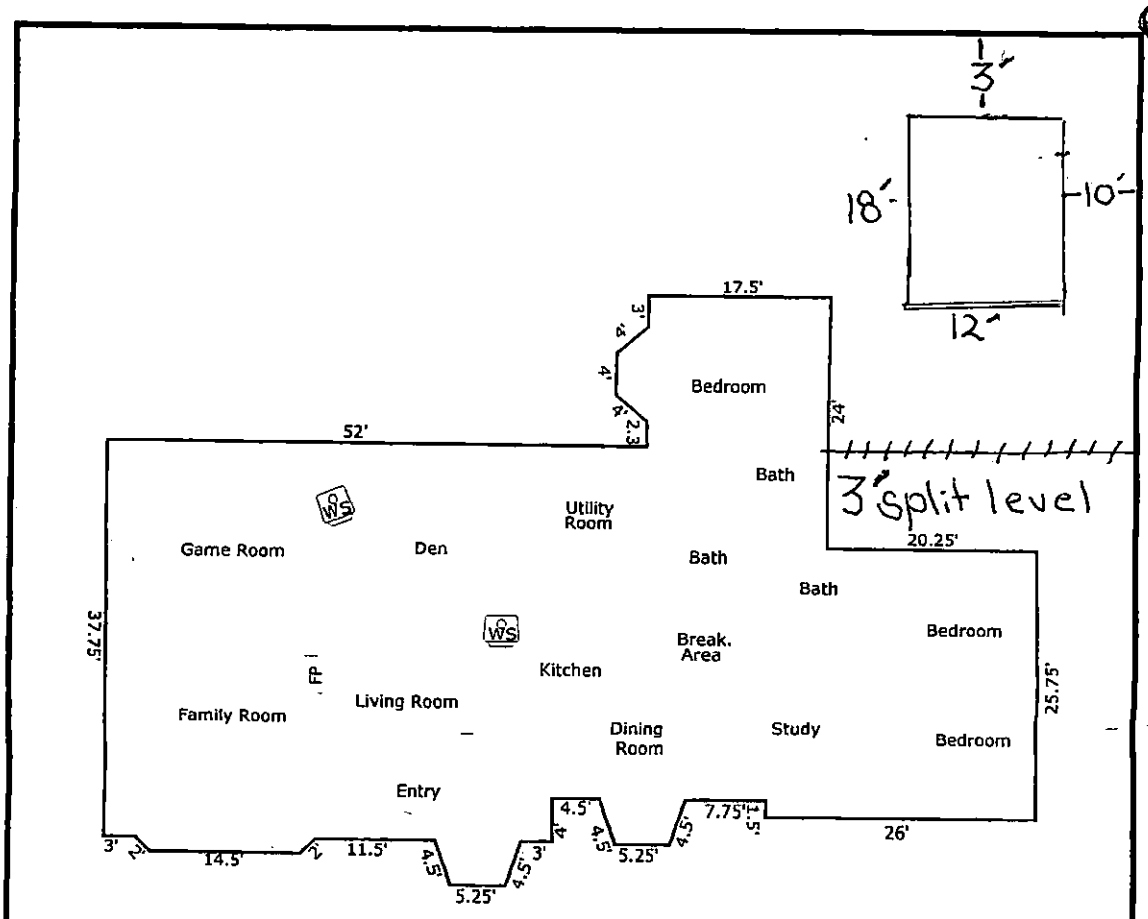
CONDITIONAL USE PERMIT _____

NON-CONFORMING USE PERMIT _____

Continued on Other Side

Building Sketch

Borrower	Yolanda F. Horcasitas						
Property Address	401 N. Yucca St						
City	Bayard	County	Grant	State	NM	Zip Code	88023
Lender/Client	First American Bank						



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area		Calculation Details		
First Floor	3401.81 Sq ft	0.5 × 1.41 × 1.41	=	1
		0.5 × 1.41 × 1.41	=	1
		14.5 × 1.41	=	20.51
		0.5 × 1.54 × 4.23	=	3.25
		0.5 × 4.23 × 1.54	=	3.25
		5.25 × 4.23	=	22.2
		0.5 × 1.54 × 4.23	=	3.25
		0.5 × 4.23 × 1.54	=	3.25
		5.25 × 4.23	=	22.2
		25.75 × 20.25	=	521.44
		17.5 × 3	=	52.5
		46.75 × 5.75	=	268.81
		45.25 × 11.75	=	531.69
		43.16 × 4	=	172.63
		51.98 × 33.75	=	1754.49
		0.5 × 51.98 × 0.01	=	0.2
		4 × 3.06	=	12.26
		0.5 × 2.57 × 3.06	=	3.94
		0.5 × 3.06 × 2.57	=	3.94
Total Living Area (Rounded):	3402 Sq ft			

Vencill

401 N. Yucca

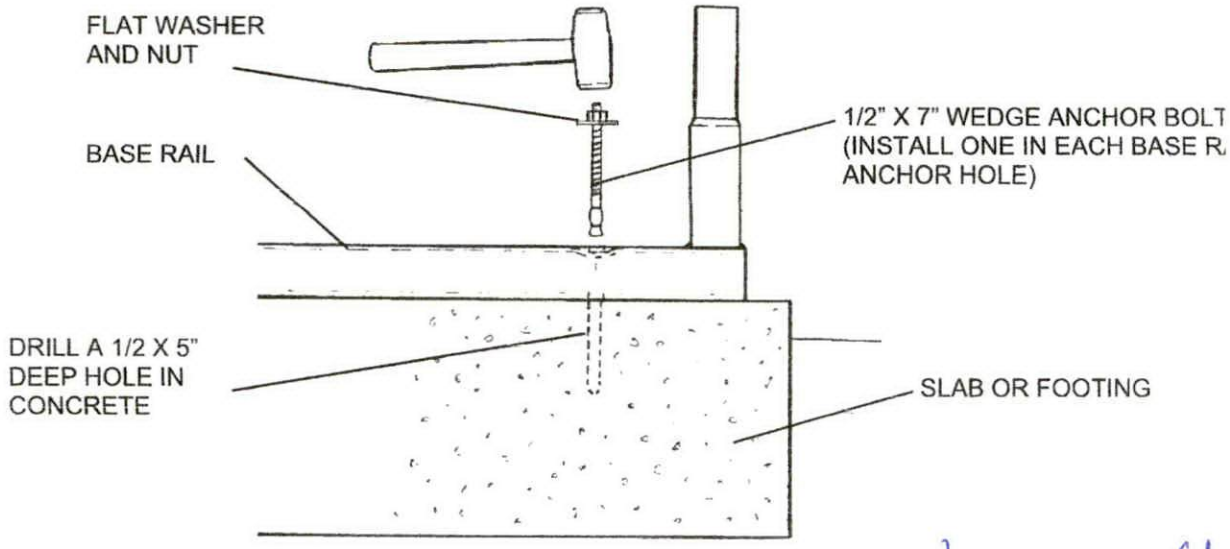
N.

ANCHORING CARPORT BASE RAILS:

These instructions offer three anchoring methods: (1) To a concrete slab or concrete footings with concrete we anchor bolts. (2) To the ground with Versatube Ground Anchors. (3) To the ground with Versatube Rebar Anch concrete.

ANCHORING TO CONCRETE SLAB OR FOOTING WITH 1/2" X 7" WEDGE (EXPANSION) BOLTS

After you have completed all measurements and have the base rails in place and squared, screw the joints toc 2 screws per joint on the top surface of the base rail. This will assure that the rails remain straight and do not v apart when you drill the anchor holes in the concrete.
To drill the anchor holes, you will need a hammer drill and a 1/2" x 8" or 12" concrete drill bit.
Hold the base rail in place with your foot, insert the drill bit through the anchor hole in the base rail and drill a h the concrete. The base rail is 2" thick, so the total depth from the top of the base rail will be 7".
Place a flat washer onto the anchor bolt and screw on a hex nut until about 2 threads are exposed above the r place the bolt in the hole and tap it down with a hammer until the nut and washer touch the top of the base rail wrench to tighten the nut. Tighten the nut until it is snug. Do not crush the base rail tube.



These are the engineers Blueprints. Mark Hotchkis is going to follow these instructions to a Tee. He is a Licensed Contractor.

Ref: 40/-N Yucca
Yolanda Hercules

800 - PP H

APPLICATION FOR VARIANCE

A VARIANCE MAY BE GRANTED BY THE CITY COUNCIL AT A PUBLIC MEETING AFTER A WRITTEN RECOMMENDATION FROM THE PLANNING AND ZONING BOARD IS COMPLETED. A VARIANCE FROM THE STRICT APPLICATION OF ARE, HEIGHT, DIMENSION, DISTANCE, PARKING OR SETBACK REQUIREMENTS OF THE ZONING ORDINANCE MAY BE APPROVED IN THE CASE OF EXCEPTIONALLY IRREGULAR, NARROW, SHALLOW, OR STEEP LOTS, OR OTHER EXCEPTIONAL PHYSICAL CONDITIONS WHERE THE STRICT APPLICATION OF THE REQUIREMENTS OF THE ZONING ORDINANCE WOULD RESULT IN PRACTICAL DIFFICULTY OR UNNECESSARY HARDSHIP THAT WOULD DEPRIVE THE OWNER OF THE REASONABLE USE OF HIS LAND OR BUILDING.

APPLICANT'S NAME AND SITE ADDRESS:
Yolanda Horcasitas 401 N Yucca St

PRESENT ZONING DESIGNATION OF THE LAND: R1

PRESENT ZONING ORDINANCE REQUIREMENT FROM WHICH A VARIANCE IS SOUGHT:
side setback of 5' to 3'

AMOUNT OF VARIANCE SOUGHT: 2' side setback (reduction)

SPECIAL HARDSHIP OF APPLICANT NOT GENERALLY SHARED BY OTHER PROPERTY OWNERS SHOULD BE EXPRESSED IN DETAIL:
To provide adequate use of property for access to rear property.

ATTACH COPY OF SITE PLAN AND LEGAL DESCRIPTION

Yolanda Horcasitas
APPLICANT'S SIGNATURE

6/21/21
DATE

POBox 1365 Bayard
APPLICANT'S MAILING ADDRESS

575-537-9509
TELEPHONE #

APPROVED BY

DATE APPROVED

OFFICE USE ONLY

Check # 3169 **Cash** _____ **Receipt #** 27036 **Date** 6/21/21

Total Fee Collected: $ 50.00 **Received By** Tanya

#99-008

Clean Up...Fix Up
Bayard
Pride
Help Your Neighbor

City of Bayard

FORM 99-8

VARIANCE APPLICATION FORM

The variance process may or may not grant relief to a property owner from certain provisions of the zoning ordinance. Variances may be granted for all purposes except for the use of the land. If physical surroundings, shape of a lot, or topography would result in a particular hardship and not a mere inconvenience, then grounds exist to grant a variance.

Grounds For A Variance

1. Will cause no significant hazard, annoyance, or inconvenience to the owners or occupants of nearby property; and
2. Will not significantly change the character of the neighborhood or reduce the value of nearby property.

Variance Process

First: meet with the Zoning Officer to discuss your needs.

Second: prepare your application. Have the application submitted by the $50.00 fee by the second Thursday of the month. This deadline is enforced.

Third: the Zoning Officer will notify adjacent property owners and give notice of the public hearing in the local newspaper. The Zoning Officer will also prepare a recommendation for the Planning and Zoning Commission.

Fourth: the Planning and Zoning Commission will conduct a public hearing on the request and will make a recommendation on the variance requested to the City Council. Written findings will be forwarded to the City Council. The City Council will make the final decision on the request.

Important Points To Remember

1. A variance has a $50.00 processing fee. This fee must be paid as part of the application.
2. The Zoning Officer shall transmit the application and supplementary information to the Planning and Zoning Board for consideration at a regularly scheduled meeting.
3. There is one (1) public hearing before the Planning and Zoning Commission. Upon written recommendations of the Zoning Officer, the Planning and Zoning Board shall call for a public hearing in which to make a decision. The person requesting for the variance does not need to be present in order for a decision to be made. It is in the best interest of the person applying to be at the public hearing to answer any questions during the meeting.

Continued on Other Side

June 18, 2021

To Whom It May Concern,

I, Lazaro Palomarez, am requesting authorization by the City of Bayard to allow the installation of electrical services at 709 N. Elm Street, Foy's #2, Block 7, Lot 52. The electrical service is to allow my recreational vehicles to be charged. I have two recreational units on the property with my home located across the street. I understand that I am not allowed to use the recreational units for living quarters and all permits/approval will be revoked for the property use.

Sincerely,

Lazaro Palomarez

575-545-4219

State permit must be provided

575-545-421

City of Bayard

Clean Up...Fix Up
Bayard
Pride
Help Your Neighbor

Form 99-1

ADMINISTRATIVE APPLICATION FORM

BEFORE A MOBILE HOME IS INSTALLED ON ANY LOT WITHIN THE CITY OF BAYARD OR BEFORE ANY BUILDING OR STRUCTURE IS ERECTED, RECONSTRUCTED, STUCTURALLY ALTERED, DEMOLISHED OR ENLARGED OR MOVED WITHIN OR INTO A ZONE, THE OWNER OF SAID BUILDING OR STRUCTURE OR MOBILE HOME SHALL DO THE FOLLOWING:

Application Process

1. Complete an administrative application and deliver it to the Zoning Officer with fee of $5.00.
2. Have the project reviewed by the Zoning Officer; and
3. Secure all applicable and necessary permits.
4. Submit completed application and fee by the third Wednesday of the month.

APPLICANT'S SIGNATURE _____ DATE 6/18/21

APPLICANT'S MAILING ADDRESS _____ TELEPHONE # 575-545-4219

NOTES: Install electrical service on property for RV charging

PERMITS REQUIRED FOR PROJECT

DEVELOPMENT PERMIT _____ BUILDING PERMIT _____

ZONE CHANGE PERMIT _____ SPECIAL USE PERMIT _____

MOVING PERMIT _____ FLOOD PLAIN PERMIT _____

MANUFACTORED HOME PERMIT _____ MOBILE HOME PERMIT _____

VARIANCE PROCESS PERMIT _____ CONDITIONAL USE PERMIT _____

NON-CONFORMING USE PERMIT _____

Continued on Other Side

OTHER FACTORS TO BE CONSIDERED: _____

_____

_____

_____

_____ _____

APPROVED BY DATE

OFFICE USE ONLY Fee is $5 for administrative application

Check # _____ **Cash** _____ **Receipt #** _____ **Date** ____/____/____

Total Fee Collected: $ _____ **Received By:** _____

NEW MEXICO MUNICIPAL LEAGUE

1229 Paseo de Peralta • Santa Fe, NM 87501

Date: June 15, 2021
From: AJ Forte, *Executive Director*, New Mexico Municipal League
To: Member Insureds
Re: Joint Powers Agreement

To Member Insureds:

At its June 3, 2021 Regular Meeting, the New Mexico Self Insurer's Fund Board of Trustees formally approved the attached update to your Joint Powers Agreement. This document reflects the first substantive change to your partnership in over thirty years, and represents a significant step forward in equity, transparency, and accountability, which together were cornerstone considerations in the Board's editing process. Although the Board's approval itself compels your assent with changes to the agreement's terms, you still must sign the document for it to take legal effect. We ask that you do so at your earliest opportunity.

For your convenience, please see below for the more notable changes made to the agreement. This list is not exhaustive, and some changes are aesthetic and thus not included:

- several references to statute (i.e., the Joint Powers Agreement Act, the Pooling Statute), tying certain requirements to authority;
- requirement to establish a committee to review the agreement every four years;
- vests authority in the Board to vote on elections for Board leadership;
- allows for expansion of Board membership, removes risk of overrepresentation, and clarifies process for removal of Board members;
- creates greater separation of duties with regard to financial practices and procedures;
- provides for delegations of power to the Administrator, assigns additional duties thereto, and provides additional Board oversight of such person;
- protects Fund members more completely upon membership withdrawals;
- removes certain appeal functions that were alternatively unused or unnecessary;
- grants greater actuarial authority to Board upon dissolution of Fund; and
- increases continuity by raising the floor for dissolving the Fund or changing the agreement.

We ask that you return the signature page of the attached back to our office, with advance .pdf copy email to cnicley@nmml.org, and via mail to 1229 Paseo de Peralta, Santa Fe, NM 87501 no later than June 25, 2021. If you have any questions at this time, you can reach me at (505)-699-6944.

Respectfully,

AJ Forte
Executive Director

JOINT POWERS AGREEMENT
NEW MEXICO MUNICIPAL LEAGUE
NEW MEXICO SELF INSURERS' FUND

This New Mexico Municipal League Joint Powers Agreement (hereinafter "Agreement") is executed by and among its Members in consideration of the representations contained herein and for the purposes set forth more fully below.

RECITALS

WHEREAS, the Joint Powers Agreement Act (NMSA 1978 §§ 11-1-1 to 11-1-6 (as amended), hereinafter "the Act") allows for two or more public agencies, as defined in the Act, to jointly exercise any power common to the public agencies desiring such an arrangement; and

WHEREAS, the parties (hereinafter "Members") currently part of the New Mexico Municipal League (hereinafter "the League") that participate in the New Mexico Self Insurers' Fund (hereinafter "the Fund") each meet the criteria of the term "public agency" as defined in NMSA 1978 § 11-1-2; and

WHEREAS, the Members are each empowered with statutory authority per NMSA 1978 §§ 3-62-1 and 3-62-2 to obtain insurance coverage through a self-insurance schema funded through the pooling of municipal, local public body, or political subdivision resources; and

WHEREAS, the Members are desirous of relying upon statutory pooling language to obtain such coverage through the joint exercise of this common power;

THEREFORE, the Members now enter this Agreement outlining the procedural and substantive posture of the Fund, in mutual agreement with what follows:

I. DEFINITIONS

For the purpose of this Agreement:

A. "Administrator" shall mean the Executive Director of the League, or the Executive Director's designee;
B. "Board of Trustees" or "Board" shall mean the board of trustees of the Fund;
C. "Employee" shall mean an employee of a Member and as may be further defined by applicable contract between the Fund and a Member, by applicable law, or by the board of trustees;
D. "Fund" shall mean the New Mexico Self Insurer's Fund;
E. "Insurance" shall mean indemnification against loss, damage, or liability arising from unknown or determinable contingencies, or payment of a specified amount upon determinable contingencies;
F. "League" shall mean the New Mexico Municipal League;
G. "Member" shall mean any incorporated municipality, local public body, or political subdivision, including a county, housing authority, or joint powers agency whose membership consists in whole or in part of a municipality, an instrumentality of a

municipality as determined by the Internal Revenue Service, or a special district lying in whole or in part in a municipality, in the State of New Mexico which has joined the Fund;

H. "Plan" shall mean any program for insurance or self-insurance for members or their employees, including benefits, services, protection, or indemnification for life, accident and health, worker's compensation, casualty, surety, or other lines of coverage;

I. "Premium" shall mean the consideration for insurance or self-insurance as further defined by applicable contract between the Fund and a Member.

J. "Risk" shall mean any chance of loss from contingencies or perils.

II. PURPOSE

The purpose of this Agreement is as follows:

A. Permit the Members joining herein to make a more efficient use of their powers and resources by cooperating on a basis that will be of mutual advantage; and

B. Provide a procedure for securing benefits, services, indemnification, or protection for Members and their employees relating to insurance or self-insurance, as authorized by law.

III. EFFECTIVE DATE

The effective date of this agreement and bylaws shall be July 1, 2021, or upon approval by the Secretary of Finance and Administration as provided by the Act, whichever is later. The Fund shall continue from year to year, without the necessity of a formal renewal by any Member, unless sooner dissolved by mutual agreement. The Fund shall establish a subcommittee to formally review this agreement every four (4) years.

IV. CREATION OF FUND

To carry out the purposes of this Agreement, the Fund is created, which Fund is formed, financed, organized, shall operate, and may be dissolved in accordance with the provisions of this Agreement and bylaws and any contract between the Fund and a Member. The principal office and situs of the Fund is located at 1231 Paseo de Peralta, Santa Fe, New Mexico 87501.

V. MEMBERSHIP

Membership in the Fund shall consist of those Members which are or become parties to this Agreement and contract for insurance for the Fund. Each Fund Board Member shall be entitled to one vote on elections of members of the Fund Board, approval to be conferred by such Board on nominees brought forward by the Executive Director, New Mexico Municipal League President, and Fund Chair.

VI. BOARD OF TRUSTEES

A. There shall be a Board of Trustees consisting of at least eleven (11) trustees responsible for the Fund who are elected from among the Members of the Fund, with at least one trustee-representing Member from each of the districts established by the League. The trustees shall be elected for three-year terms commencing on the first day of October after their election. The Board may from time to time increase or decrease the number of board members by

majority vote of the Board, provided that the number of trustees shall not be less than eleven (11), shall always be an odd number, and that no more than two (2) trustees shall be from the same district. The terms of office for board members shall be staggered so that approximately the same number of seats are up for election in any given year.

B. Each trustee shall be an elected or appointed officer or employee of a Member of the Fund. If a trustee ceases to be an elected or appointed officer or employee of a Member of the Fund, the trustee's position shall be deemed vacant.

C. Any vacancy for any unexpired term on the Board shall be filled for the duration of the term by the Chairperson's appointment with the advice and consent of the remaining trustees.

D. Trustees may be reimbursed for their time and expenses incurred to perform their respective duties as authorized by applicable law and subject to Board approval. No trustee nor the administrator appointed in Article VII shall incur any liability for any action, or failure to act, in such capacity except for gross negligence or willful misconduct.

E. A trustee shall be removed from office when the trustee misses three (3) consecutive Board meetings, and may be removed from office by a two-thirds (2/3) vote of the other members of the Board for convenience.

F. The Board establishes and manages plans, policies, and other services contemplated in this agreement and bylaws and the contract or agreement between the Fund and a Member, to include:

1. Prepare specifications, request bids, and enter into any contract for the purpose of underwriting, administering or providing any part or all of the Plans, policies, or services on behalf of and with a Member;
2. Determine the rates, risks, benefits, and terms of any Plans, policies, or services contemplated in this agreement; adjust the rates and benefits based on claim experience after notice to affected Members;
3. Provide for individual or collective underwriting or other agreements for Members in any Plan, policy, or service, serve as the policyholder of any group policies or Plans; determine the methods of claim administration and payment, and provide for claim experience for Members collectively or separately;
4. Determine the amount of contributions or appropriations required from Members for the purpose of participating in any part or all of the Plans, policies, or services established pursuant to this Agreement and bylaws;
5. Establish standards for eligibility of Members or Employees in any Plan, policy, or service, and procedures for enrollment and withdrawal in any Plan, policy, or service; and establish effective dates of coverage;
6. Provide for the administration of the fund or funds established herein, for the manner of payments to such fund and for payment of all expenses in connection with the Plans, policies, or services which may be established; and establish procedures for safekeeping, handling, and investing such fund or funds and any monies received or paid;
7. Establish the duties and responsibilities of the Administrator to enable the correct billing of Premiums and fees, enrollment of Members and their Employees, and payment of claims;
8. Study the operation of Plans, policies, or services, gross and net costs, administrative costs, benefits, utilization of benefits and claims administration;
9. Incur expenses, acquire and hold property, and enter into agreements necessary to accomplish the purposes of this Agreement and bylaws; exercise the full power and authority of any Member of the Fund when requested to do so by the Member

governing body; or otherwise provide for necessary activities to accomplish the purposes of this Agreement;

10. The Board shall have the authority, by a majority vote, to delegate power of the Board to the Administrator.

G. Subject to Board approval, the Administrator shall ensure the Fund maintains cash reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due.

VII. OFFICERS, MEETINGS, PROCEDURES

The trustees shall elect from among their membership a Chair, Vice-Chair, and Treasurer. The Board shall fix the date, time, and place of regular meetings. The Board shall hold a regular meeting, which shall be the annual meeting, at which officers shall be elected following a nomination and voting of Members in accordance with a procedure adopted by the Board. Special meetings may be called by the Chair, and in the Chair's absence the Vice-Chair, or any three (3) individual members of the Board.

A quorum for the transaction of business shall consist of a majority of the trustees, but any action of the Board regarding rates, membership in the Fund, settlement of claims requiring Board approval and offering or termination of lines of coverage must have a favorable vote by a majority of the trustees of the Board as constituted. The Board shall adopt such procedures as are deemed necessary and desirable for the conduct of business.

VIII. ADMINISTRATOR AND STAFF

The Executive Director of the League shall serve as Administrator of the Fund. The Administrator may appoint other employees, deputy treasurers, or employ or contract for legal counsel, actuaries or other consultants, as the Executive Director deems necessary to administer Plans, policies, or services established pursuant to this Agreement and the League's bylaws.

IX. FINANCING

The Board shall establish a fund or funds as it deems necessary for the purpose of, but not limited to, the following:

A. Payment of premiums or fees for any part of the Plans, policies, or services established pursuant to this Agreement and bylaws;
B. Payment of necessary expenses approved by the Board;
C. Payment of claims;
D. Payment of administration expenses;
E. Payment of other expenses incurred in accomplishing the purposes of this Agreement and bylaws.

All monies paid to such fund or funds shall be held in the name of the Fund. After payment of any expenses authorized and compensation of the administrator or other employees and other incidental expense, any remaining money shall be held for the benefit of the Fund.

The Board shall provide for the manner and dates for preparation by the Administrator of reports on the financial condition of any fund or funds.

Each member shall pay for all costs, Premiums, or other fees attributable to its respective participation in any Plan, policy, or service established under this Agreement, and shall be responsible for its obligations under any contract entered into with the Fund.

Subject to review and approval of the Board, the Administrator shall establish written financial policies relating to the handling of the Fund. The Fund shall provide for an annual audit of its financial records, and Members shall have access to all records relating thereto, excepting those items that contain confidential or protected information.

The Board shall provide for strict accountability of all receipts and disbursements.

X. ADDITIONAL MEMBERS, PARTICIPATION, TERMINATING MEMBERSHIP

A. Any eligible Member, as defined above, may join the Fund by adoption of the Agreement by its governing body or board in accordance with the procedures of the Joint Powers Agreement Act. Any Member may withdraw from the Fund by a resolution of its governing body after one hundred and eighty (180) days' notice is given in writing to the Chair of the Board. The withdrawing Member may retract their withdrawal at any time of the one-hundred-and-eighty-day period provided for above. Following the conclusion of the one hundred and eighty days above, the withdrawing Member is prohibited from rejoining the Fund for a period of two (2) years. Any withdrawing Member shall relinquish all voting rights and privileges. Any and all claim of title or interest to any asset of the Fund after its withdrawal from the Fund shall be as determined by the Board, in accordance with this Agreement and bylaws and a contract.
B. The Fund may be terminated by a unanimous vote of the Board as constituted.
C. Participation by a Member in any contract of insurance offered by the Fund becomes effective at the date and time shown on the certificate or declarations and may be terminated by sixty (60) days' written notice of termination by either party unless otherwise specified under the terms herein or by Board resolution. Termination of any contract of insurance by a member which occurs without proper notice or on a date other than the renewal date of the contract for insurance shall cause the Member to be subject to short rating and penalties as determined by the Board. In the event that the Member fails or refuses to make the payments of Premiums as herein provided, the Fund reserves the right to terminate such Member by giving ten (10) days' written notice and to collect any and all Premiums that are earned pro-rata for the period preceding contract termination. Interest, collection expenses or penalties may also be levied for non-payment of Premium as the Board may decide. No liability shall accrue to the Fund or its Members for any injury or accident occurring to an Employee of a Member after the effective date of the termination notice.
D. The safety engineering and loss control services of the Fund are designed to assist Members in following a plan of loss control that may result in reduced losses. The Member agrees

that it will cooperate in instituting loss control resolutions and policies that may be recommended by the Board for the purpose of eliminating or minimizing losses.

E. The Member agrees that it will appoint a coordinator and that the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the coordinator shall be binding upon the Member. The Member reserves the right to change the coordinator from time to time by giving written notice to the Fund.

F. The Fund agrees to handle any and all covered claims after notice of injury or claim has been given, and provide a defense. The Member hereby appoints the Fund as its agent and attorney in fact to act in all matters pertaining to processing and handling of claims and shall cooperate fully in supplying any information needed or helpful in such defense. The Fund shall carry on all negotiations and negotiate within authority granted it. If a personal appearance by the Member or an Employee is necessary, the expense of this appearance will be paid by the Member unless otherwise agreed. The Fund will retain and supervise legal counsel on behalf of and at the expense of the Fund necessary for the prosecution of any litigation. All decisions on individual cases shall be made by the Fund, which includes the decision to appeal or not to appeal a final ruling and decision. Any suit brought or defended by the Fund shall be in the name of the Member. Notwithstanding any provisions of this paragraph, all reports and filings required by the Worker's Compensation Act and the state of any employer will be the responsibility of the Member.

G. The Member agrees to abide by this Agreement, bylaws, and resolutions of the Board, and any amendments thereto.

H. The Fund and its agents are authorized to inspect, subject to appointment during business hours established by a Member, all work places, machinery, appliances, and equipment of the Member, and books, contracts, and records related to payroll, employment job class, Premium, expenditures, or any financial and employment data during the Members' enrollment in the Fund and within two (2) years after final termination of membership in the Fund.

XI. DISSOLUTION AND DISPOSITION OF PROPERTY

The title to all property, real and personal, acquired by the Fund shall be vested in the Fund. In the event of termination of the Fund, such property, including any surplus money on hand, shall belong to the Members of the Fund according to their participation in the Fund and in accordance with any further applicable criteria developed by the Board.

Upon partial or complete termination of the Fund, the vote of at least two-thirds (2/3) of the Board of the Fund is binding in all respects as to the disposition of property and dissolution of the Fund. The Board shall serve as trustees for the disposition of property or funds, including retention of an actuarial consultant, payment of obligations, dissolution and winding up of the affairs of the Fund.

XII. AMENDMENT

This Agreement may be amended from time to time upon:

A. Recommendation of any member of Board and approval by at least two-thirds (2/3) of the Board as constituted; or

B. Petition proposed by at least fifty percent (50%) of the Members of the Fund and approval by at least two-thirds (2/3) of the members of the Board as constituted.

Any proposed amendment shall be circulated to the Board at least thirty (30) days prior to the date that approval is set for a vote.

XIII. COUNTERPARTS

This Agreement may be executed in counterparts, which together with this document shall be considered one Agreement. The Executive Director shall be responsible for maintaining a copy of this Agreement and all signed counterparts on file.

XIV. SIGNATURES

Approved by:

Chair of the Board (printed)	Member (printed)
Chair of the Board (signature)	Member (signature)
Municipality/Entity	Municipality/Entity
Date	Date

I Adrian Ortiz am Reqesting to Use The Copper little league Field in Bayard for a Coach pitch Tourney, It will Be a medical Benifit for Tonya and mondo Ortiz. The Date will Be The 17th of July 8am to 800 pm

Thank You

A. C

City of Bayard

P. O. Box 728
800 Central Avenue
Bayard, New Mexico 88023

Phone 575 - 537-3327
Fax 575 - 537-5271
cityofbayard@cityofbayardnm.com

RESOLUTION 12-2021

CITY OF BAYARD

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the ***City of Bayard*** and the New Mexico Department of Transportation have entered into a Cooperative Agreement.

WHEREAS, the total cost of the project will be ***$108,000.00*** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or ***$81,000.00***

and

b. ***City of Bayards*** proportional matching share shall be 25% or ***$27,000.00***

TOTAL PROJECT COST IS ***$108,000.00***

City of Bayard shall pay all costs, which exceed the total amount of ***$108,000.00***

Now therefore, be it resolved in official session that ***City of Bayard*** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on December 31, 2022 and the ***City of Bayard*** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the ***City of Bayard*** to enter into Cooperative Agreement Control Number L100487 with the New Mexico Department of Transportation for LGRF Project for year 2020 - 2021 for "design and engineering for pavement rehabilitation/improvements of city streets, within the control of the ***City of Bayard*** in Bayard, Grant County, New Mexico.

APPROVED, this 28th day of June, 2021 by the Governing Body of the City of Bayard, Grant County, New Mexico.

_____
Chon S. Fierro
Mayor

ATTEST:

_____
Kristina Ortiz, MMC
Clerk Treasurer

City of Bayard Police Department

Lee Alirez, Chief of Police

801 Central Avenue / P.O. Box 788, Bayard, New Mexico 88023
Tel. (575) 537-3312 · Fax (575) 537-2129

To : Mayor C. Fierro
Mayor Pro-Tem R. Villanueva
Councilman C. Kelly
Councilman A. Ortiz
Councilman E. Medina

Date: 06/23/2021

Subject: Officer Joe Carlos #332 & Aaron Ordonez #333, Introductory Period

Mayor, and City Council,

This letter is to request that Officer's Joe Carlos and Arron Ordonez be removed from "Introductory Status. Both Officers have demonstrated leadership, dependability, and a strong work ethic. It is my sincere request and recommendation for your consideration to have both Officer's removed from "Introductory Status", and a pay increase to the current off introductory rate of $18.50 an hour.

Respectfully,
L. Alirez