City of Bayard

CITY COUNCIL REGULAR MEETING

July 12, 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 June 28, 2021 and Special Meeting of June 29, 2021
2. Approval of the Accounts Payable Report for July 12, 2021.

OLD BUSINESS

3. Request of donation of the medical clinic building owned by Grant County and discussion and approval of intended use to be provided to County of Grant to proceed with property transfer.

NEW BUSINESS

4. Adoption of Proclamation for Cobre High School Wrestling Team
5. Approval of Work Order No. 6 for Trumm Engineering for services pertaining to geotechnical investigation, survey and railroad right of entry fee for the north side property of the influent line project for a total up to $10,810 not including gross receipts taxes.
6. Approval to enter into legal services contract with Mynatt Martinez Springer under professional services under $60,000.
7. Discussion and Action on newly enacted Cannabis Regulation Act
8. Discussion/Approval of modifications to community center rental contract (fees, operating hours, terms and conditions).

CLOSED SESSION

Pursuant to State Statues 10-15-1(H-7) for litigation – subject to the attorney-client privilege pertaining to threatened or pending litigation

MAYOR AND COUNCILORS REPORTS

NEXT MEETING DATE:

Regular Meeting - July 26, 2021

ADJOURNMENT

City of Bayard

CITY COUNCIL SPECIAL MEETING

June 29, 2021 at 11:00 AM

Bayard City Hall

MINUTES

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Others present were Kristina Ortiz, Frances Gonzales, Eddie Barela, Omar Hernandez, Dazia Hernandez, Daisy Lucero and Selina Crespin.

APPROVAL OF THE AGENDA

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

CLOSED SESSION

Closed Executive Session held pursuant to 10-15-1 (H-2) pertaining to limited personnel matters

1. Police Chief possible disciplinary action and/or termination

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

Councilor Medina voted yes.

Councilor Ortiz voted yes.

Councilor Kelly voted yes.

Councilor Villanueva voted yes.

Return to Open Session certifying only personnel was discussed.

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

ACTION ITEMS RESULTING FROM CLOSED SESSION

1. Police Chief possible disciplinary action and/or termination

Councilor Medina made a motion for the termination of employment of Chief Lee Alirez effective immediately, Seconded by Councilor Ortiz.
Voting Yea: Mayor Fierro, Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

ADJOURNMENT

Chon Fierro
Mayor

ATTEST:

Kristina Ortiz, MMC
Clerk Treasurer

City of Bayard
CITY COUNCIL REGULAR MEETING
June 28, 2021 at 1:30 PM
Bayard City Hall

MINUTES

WORK SESSION

No work session was held.

CALL TO ORDER: Mayor Chon S. Fierro

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Others in attendance are Corporal Brandi Pyron, Aaron Ordonez, Mike Armendariz, Euphemio Gonzalez and Kristina Ortiz.

APPROVAL OF THE AGENDA

Motion made by Councilor Medina, Seconded by Councilor Kelly.
Voting Yea: Mayor Fierro, Councilor Kelly, Councilor Medina, Councilor Ortiz

PUBLIC INPUT

No public input was received as required by the legal notice.

CONSENT AGENDA

Motion made by Councilor Medina, Seconded by Councilor Kelly.
Voting Yea: Mayor Fierro, Councilor Kelly, Councilor Medina, Councilor Ortiz

The following items were included within the 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).

   Clerk Treasurer Kristina Ortiz stated that the grant funds were allocated from the Municipal Arterial Program this year instead of the Local Government Road Fund that is usually granted.

   Motion made by Councilor Medina, Seconded by Councilor Kelly.
   Voting Yea: Mayor Fierro, Councilor Kelly, Councilor Medina, Councilor Ortiz

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

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

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

    Clerk Treasurer Ortiz stated that Mr. Palomarez was made aware that the RV's could not be used as living spaces.

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

Medina, Councilor Ortiz

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

    Clerk Treasurer Ortiz stated that the modifications made to the agreement were clarification and language clean-up and did not change the intent of the agreement.

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

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

    Councilor Ortiz stated that his group organizes fund raisers annually to help those in need.

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

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).

    Clerk Treasurer Ortiz stated that adoption of this resolution is to increase the matching funds from $10,000 to $27,000 and authorizing the increase from general fund.

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

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.

//S//_____
Chon S. Fierro
Mayor

ATTEST:

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

ACTION FOR PERSONNEL

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

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

MAYOR AND COUNCILORS REPORTS

Councilor Medina inquired on meeting with the Sheriff's department or Silver City Police to obtain training for Brandi Pyron for detective services. On hands training would be effective to go along with the schooling received.

Anthony Aveles stated that the Water Quality Report for 2020 is now available for public review by pick up at city hall or online on the city website. Mayor Fierro thanked the maintenance department for their work on fixing potholes, the t-ball field and other work around town.

Chief Gonzales inquired on the water leaks at the public safety building, outdoor light replacements and janitorial services for the building. Clerk Treasurer stated that the city has received grant funding to replace the roof at the public safety building but the funding is not available yet, the outdoor lights have been received and waiting for maintenance to have available time to change the lights out. The city is still without a janitor and is asking all employees to help keep the buildings clean. Clerk Treasurer Ortiz stated that upon the hiring of the new janitor the department heads will be requested to help manage the janitor duties within their respective buildings as the clerk is not able to see the activities at each building. Chief Gonzales also inquired on the radio frequency of the police department and the safety of the officers. The clerk will check on the capabilities of the current radios of the fire department for programming of the police frequency.

Coporol Pyron stated that police patrols have increased and visibility in various areas has improved.

Councilor Medina inquired on the status of concrete work. Clerk Ortiz stated that she is still working on the bid documents for the work. Measurements have been taken but procurement is still being completed. Discussion was held on the rental on the community center and on possible changes to rental fees and contract changes. Council will review.

NEXT MEETING DATE:

Regular Meeting - July 12, 2021

Special Meeting - June 29, 2021

ADJOURNMENT

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

MEETING ADJOURNED AT 3:14 P.M.

Chon Fierro

Mayor

ATTEST:

Kristina Ortiz, MMC
Clerk Treasurer

Clinic Building in Bayard

Charlene Webb <cwebb@grantcountynm.gov>

Tue 6/29/2021 2:55 PM

To: Kristina Ortiz <cityclerk@cityofbayardnm.com>
Cc: Randy Villa <rvilla@grantcountynm.gov>

Hi Kristy,
A few months back, Commission Chairman Ponce and the Mayor had a conversation regarding the old clinic building in Bayard. It is my understanding that the City of Bayard would be interested in acquiring the building. As you are aware, in order to donate the building there are the BOF hoops to jump through.

In order to proceed any further, the County will need a letter from the Council requesting the donation of the building and the intended use of the building. If you can get us that information, the County will move forward with the process.

If you have any questions or need further information, please do not hesitate to contact me.

Thank you,
Charlene

Charlene Webb

Grant County Manager
P.O. Box 898
Silver City, NM 88062
(575) 574-0008 Office
(575) 574-8675 Cell
(575) 574-0073 Fax

Proclamation

WHEREAS, *the City of Bayard, wishes to recognize and pay tribute to a certain group of talented Cobre High School Student-Athletes; and*

WHEREAS, *the 2021 Cobre High School Wrestling Team has dedicated themselves to succeeding through the sport of wrestling; and*

WHEREAS, *the CITY OF BAYARD is duly proud of the student athletes for their hard work and dedication resulting in finishing the season as the 2021 A/3A State Champions; and*

WHEREAS, the Indians captured a total of seven individual New Mexico State Wrestling titles by Aiden Quintana, Isaiah Marquez, Niko Trujillo, Esteban Molina, Ishya De La Torre, Alex Holguin, and Art Quintana Jr., along with one runner-up by John Roybal; and

WHEREAS, the Indians placed all eight wrestlers at the 2021 NMAA State Wrestling Championship to include Aiden Quintana, Isaiah Marquez, Niko Trujillo, Esteban Molina, Ishya De La Torre, Alex Holguin, Art Quintana Jr.; and

WHEREAS, the Cobre 2021 Wrestling Team have set new Cobre High School records; and

WHEREAS, the Indians were supported by Head Coach Reyne R. Maynes, Sr.; Assistants Richard Marquez, Art Quintana, Randy Maynes, Robert Rodriguez, Gabe Holguin, Brent Horsley and Sam Trujillo; Manager Ian Jimenez.

NOW THEREFORE, *I Chon S. Fierro, Mayor of the CITY of BAYARD, proclaim the week of July 12, 2021 as:*

"Cobre High School State Wrestling Team Week"

in Bayard, New Mexico, and further urge all citizens to consider and recognize the achievements the public schools and dedicated student athletes are making in shaping the future of our young people.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused to be affixed the Official Seal of the* ***CITY of BAYARD,*** *this 12th day of July 2021.*

_____
Chon S. Fierro
Mayor

ATTEST:

_____
Kristina Ortiz, MMC, Clerk Treasurer

SUGGESTED FORM OF
TASK ORDER

This is Task Order No. ____6____, consisting of __3___ pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated November 6, 2017 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

   A. Title: City of Bayard Wastewater Treatment Plant Influent Line Replacement Alignment Geotechnical Investigation

   B. Description: Provision of geotechnical services for the proposed replacement sewer line located within the City's Chino Mine (FMI) easement and the Southwestern Railroad Right of Way north of the City's wastewater treatment plant property. Location survey of excavation locations to be provided.

   C. City of Bayard to provide backhoe and operator for all required excavation.

   D. Number of Construction Contracts - NA

2. Exhibit A - Services of Engineer

   a. Administration and field support as required for surveying, coordination for the geotechnical investigation, and Southwestern Railroad permit administration.
   b. Survey of selected manhole and station locations on proposed replacement pipeline route.
   c. Geotechnical services (Geo-Test).

3. Payments to Engineer

   A. Owner shall pay Engineer for services rendered as follows:

Category of Services	*Compensation Method*	*Estimated*
Administration and Field Support (Engineer)	Standard Hourly Rates	$4,500.00
Surveys	Standard Hourly Rates	$900.00
Geotechnical Investigation	Lump Sum	$3,410.00
RIGHT OF ENTRY APPLICATION FEE SOUTHWESTERN RAILROAD (IMGDRAIL)	Lump Sum	$2,000.00

TOTAL ESTIMATED SERVICES **$10,810.00**

Reimbursable Expenses as Required

No.	Item	Unit	Unit Price
1	In-House Copies	Ea.	$0.10
2	Mileage**	Miles	$0.56
3	Per Diem	Day	$151.00

Mileage - Current IRS per mile allowance
Per Diem rates per GSA allowance for ZIP CODE 88023 ($151/day for 2021; lodging/meals)

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants: As required

7. Other Modifications to Agreement: None

8. Documents Incorporated By Reference: Contract dated November 6, 2017,, Exhibits A,B,C,D,G,H,I.

9. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement, which Agreement is incorporated by this reference. Engineer is authorized to begin performance of requested task(s) upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER: City of Bayard	ENGINEER: MBI, Inc. – Trumm Engineering
By: _____	By: _____
Name: Chon S. Fierro	Name: Joe Trumm, P.E.
Title: Mayor	Title: President
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Kristina Ortiz	Name: Joe Trumm, P.E.
Title: City Clerk/Treasurer	Title: President
Address: P.O. Box 728 800 Central Avenue Bayard, NM 88023	Address: 416 Bryn Mawr Dr. SE Albuquerque, NM 87106
E-Mail Address: cityclerk@cityof bayardnm.com	E-Mail Address: jtrumm@trummengineering.com
Phone: (575) 537-3327	Phone: (505) 681-0637
Fax: (575) 537-5271	Fax: NA

MYNATT MARTÍNEZ SPRINGER P.C.
ATTORNEYS

Blaine T. Mynatt
Damian L. Martinez
Bradley A. Springer†
Benjamin J. Young
Sara E. Woods†
Alan J. Dahl
Haley R. Grant

Of Counsel
David McNeill, Jr.

†Also licensed in Texas

July 7, 2021
VIA E-MAIL

Kristina Ortiz
City Clerk
City of Bayard
P.O. Box 728
Bayard, NM 88023
cityclerk@cityofbayardnm.com

RE: Legal Services for the City of Bayard

Dear Ms. Ortiz:

This letter follows our recent conversation regarding Officer Brandi Pyron. It is my understanding the City of Bayard is requesting a proposal from MYNATT MARTÍNEZ SPRINGER P.C. for limited representation of the City on employment matters related to Officer Brandi Pyron. It is my understanding your general counsel is prevented from advising the City in this matter due to a possible conflict. I have contacted Mr. Perkins' office regarding this matter and was advised that he is out of town through next Tuesday.

If the City desires to move forward with our services, the Firm's hourly rate for government entities ranges between $125.00 and $165.00 per hour depending on experience. My hourly rate is $165.00 per hour. I have enclosed an engagement letter which will need to be executed by your Mayor following approval by the governing body.

Thank you for contacting me regarding the provision of legal services to the City of Bayard. Our firm has over twenty years of experience representing and defending a variety of municipal and other government entities, including employment related matters. As such we have the experience, skill, and expertise allowing for risk assessment and the ability to advise our government clients as to their rights and obligations in any given matter, with the goal of avoiding pitfalls that can drag them into contentious litigation cases.

I look forward to working with you and meeting the governing body at its July 12, 2021 meeting. In anticipation of the meeting, please email me any documentation you have for this matter along with the City's personnel policy or handbook. If you have any questions or concerns, please do not hesitate to contact me. I can be reached at 575-524-8812 or via email at bjy@mmslawpc.com.

P.O. Box 2699, Las Cruces, NM 88004-2699 | 1660 Hickory Loop, Las Cruces, NM 88005 | Phone (575) 524-8812 | Fax (575) 524-0726
WWW.MMSLAWPC.COM

Sincerely,

MYNATT MARTÍNEZ SPRINGER P.C.

BENJAMIN J. YOUNG

BJY/cwb

TERMS OF MYNATT MARTÍNEZ SPRINGER P.C.'s ENGAGEMENT

This enclosure sets forth the terms by which MYNATT MARTÍNEZ SPRINGER P.C., a professional corporation ("MMS" hereafter), and the City of Bayard agree MMS will represent the City of Bayard with legal limited representation to advise the City on Human Resources issues surrounding Bayard Police Officer Brandi Pyron.

SERVICES TO BE PROVIDED BY MMS

1. As of the date set forth in the accompanying letter, MMS has been engaged to provide legal services to the City of Bayard in connection with the employment of Brandi Pyron, as described in the accompanying letter. If other matters are undertaken on behalf of the City, they shall be addressed in separate engagement letters.

2. In order to enable MMS to effectively render legal services, it is critical that the Client disclose all material facts to MMS and keep MMS apprised of all developments regarding the described representation. It is necessary that the Client cooperate with MMS in the matter and make himself/herself/itself reasonably available to attend necessary meetings, court appearances or other proceedings.

FEES

3. As compensation for the services to be performed by MMS, the Client will be required to pay fees to MMS at the hourly rates set forth below plus applicable gross receipts tax. All hourly rates are billed in minimum increments of two-tenths (2/10ths) of an hour.

Partners/Senior Counsel: $165.00
Associates: $125.00–$145.00
Paralegals: $90.00
Legal Assistants: $70.00

The Firm agrees to provide the City with limited legal representation to investigate, review policies, and advise the City on matters pertaining to Officer Pyron's employment.

4. MMS hereby reserves the right to adjust the basic hourly rates above based upon various factors including: the experience, ability, and reputation of the attorneys working on the matter; the nature of the engagement; the responsibilities involved and the results achieved. In the event the basic hourly rates are adjusted, MMS will provide the Client notice of such adjustment(s) by way of separate letter, and the Client will be deemed to have agreed to the new hourly rates and the new hourly rates will apply to all services rendered unless the Client objects within thirty (30) days after receiving the referenced letter. Although MMS will bill the Client at the rates and on the hourly basis herein described, MMS also reserves the right to adjust its bills based on the above-referenced factors and complexity of the matter and results obtained.

5. Time may include, without limitation, time spent waiting in court, time spent in travel, and time spent in office conferences between or among the legal personnel assigned to the

described representation. MMS shall assign legal personnel to the described representation in MMS's reasonable judgment, unless the Client otherwise directs in writing.

COSTS AND EXPENSES

6. The Client shall pay MMS, all costs and expenses incurred in performing legal services in connection with the described representation. The costs referred to are for services provided directly by MMS and for services provided by outside vendors or service providers. The costs and expenses may include, without limitation, telephone calls, messenger and other delivery fees, postage, charges for computer research and outside assisted legal research, travel expenses such as mileage, parking, airfare, meals and hotel accommodations (which shall be in addition to the hourly rates for travel time), photocopying and other reproduction charges, clerical staff overtime, word processing charges, charges for computer time, process server's fees, filing fees and other charges assessed by courts and other public agencies, court reporter's fees, jury fees, witness fees, and other similar items. MMS reserves the right to pass directly to the Client, and the Client agrees to pay promptly and directly, costs and expenses from outside vendors or service providers that exceed eight hundred dollars ($800.00).

BILLINGS

7. MMS will send the Client an itemized invoice for fees and costs incurred on a monthly basis. Invoices are due upon receipt and are considered past due after thirty (30) days. The Client agrees to promptly review MMS's billings upon receipt and, within thirty (30) days thereof, bring to MMS's attention any adjustments or reductions that the Client believes are necessary. The Client agrees that his, hers, or its failure to timely review the bills and bring any objections to MMS's attention shall constitute a waiver of any objection and shall be deemed acceptance of the propriety of its billings. For administrative convenience, the invoices will describe all the work done by an individual on a particular date and set forth the entire time billed for that work. Where more than one task is performed on a date, the time spent on each task will be separately stated.

8. If MMS's statements for services, costs and other charges are not paid when due under the terms of this Agreement, MMS reserves the right to charge and the Client agrees to pay simple interest at the rate of eighteen percent (18%) per annum on any unpaid attorneys' fees, costs and other charges from the date on which such payment is due until payment is received by MMS.

LIEN

9. The Client hereby grants MMS a lien on any and all claims and causes of action that are or may become the subject of MMS's representation under this Agreement. Specifically, MMS shall have a lien for all unpaid legal fees and costs owing to MMS at the conclusion of its services. The referenced lien shall attach to any recovery the Client may obtain, whether by settlement, arbitration award, jury verdict, court judgment or otherwise. A lien may also be recorded in the real property records in any county in which Client has real property.

DISCLAIMER

10. MMS has made no promise or guarantees to the Client concerning the outcome of the described representation or any limit or "cap" on fees and costs relating thereto (notwithstanding any estimate that may have been provided) and nothing in this correspondence is intended as such a promise or guarantee. Although MMS may, from time to time for the Client's convenience, furnish the Client with estimates of the amounts of fees which MMS anticipates will be charged with respect to services to be performed, such estimates are by their nature inexact and are not binding on either MMS or the Client.

TERMINATION OF SERVICES

11. The Client shall have the right, at any time, to terminate MMS's services upon written notice to MMS and MMS shall immediately after receiving such notice cease to render additional services. Such termination shall not, however, relieve the Client of the obligation to pay the fees due for services rendered and costs incurred prior to such termination.

12. Similarly, MMS shall have the right to terminate this representation and the Client shall take all steps necessary to free MMS of any obligation to perform further, including, without limitation, the execution of any documents necessary to complete MMS's discharge or withdrawal. The right of MMS hereunder is in addition to those created by statute or recognized by the Rules of Professional Conduct.

13. The Client and MMS agree that this enclosure and the accompanying letter constitute the entire agreement between them regarding the representation described herein and that this enclosure and the letter supersede any and all other agreements, understandings, negotiations or discussions (whether oral or in writing, expressed or implied) between them regarding the referenced representation. The Client and MMS agree that the terms of this enclosure and the accompanying letter cannot be amended, revised or modified except by a writing signed by both the Client and MMS.

PROCUREMENT

14. Client is a New Mexico municipality and procured MMS's services through the small purchase exception to the New Mexico Procurement code. This agreement was approved at a duly noticed meeting by a majority vote of a quorum of the governing body on July 12, 2021. Mayor Chon S. Fierro is the official authorized to sign this agreement.

AGREED AND ACCEPTED:

Date: 7/8/21

Chon S. Fierro, Mayor
City of Bayard

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
John Blair, Deputy Superintendent

Sent via Email Only

June 15, 2021

The Honorable Steven Boyle
President, New Mexico Municipal League
1104 N. White Sands Boulevard, Suite B
Alamogordo, NM 88310
sboyle@co.otero.nm.us

The Honorable Neil Segotta
Mayor, City of Raton
P.O. Box 910
Raton, NM 87740-0910
nsegotta@cityofraton.com

Steve Kopelman
Executive Director
New Mexico Counties
44 Galisteo St.
Santa Fe, NM 87501
skopelman@nmcounties.org

AJ Forte
Executive Director
New Mexico Municipal League
P.O. Box 84
Santa Fe, NM
ajforte@nmml.org

RE: Cannabis Regulation Act – Local Control

Dear Assessor Boyle, Mayor Segotta, Mr. Kopelman & Mr. Forte:

I write today to ensure all of New Mexico's local governments are prepared to help stand up our emerging adult-use cannabis industry and that local elected officials are aware of impending statutory deadlines that will require swift attention and action. New Mexico's counties, cities and towns will play a key role in the success of adult-use cannabis sales and the positive economic impact it has for local communities.

Since the passage of the Cannabis Regulation Act (the CRA) earlier this year, we have been moving swiftly to establish a regulatory and licensing framework that allows the adult-use cannabis industry to thrive while also providing necessary health and safety protections for all New Mexicans. The CRA and its provisions go into effect on June 29, 2021, and the newly created Cannabis Control Division (CCD) is required to begin processing license applications for cannabis producers, cannabis producer microbusinesses, and properly licensed medical cannabis producers no later than September 1, 2021. Further, the CRA provides that the CCD must begin issuing the remaining license types – including manufacturers and retailers – no later than January 1, 2022, and that retail sales of adult-use cannabis are to begin no later than April 1, 2022.

The CRA respects the authority of local jurisdictions and trusts local-elected leaders to make decisions around adult-use cannabis that are right for their community. There is language in the CRA specific to local jurisdictions, which are defined in the law as a municipality, home rule municipality or county. In particular, Section 12 of the CRA details "Local Control" as it relates to adult-use cannabis and provides for rules (ordinances) and policies that local jurisdictions can and cannot adopt. For example, a local jurisdiction can adopt an ordinance that reasonably limits the density of cannabis licenses and the operating times of cannabis businesses in their community as long as the ordinance does not conflict with the CRA or the Dee Johnson

Clean Indoor Air Act. As another example, a local jurisdiction cannot prevent anyone properly licensed from transporting cannabis products on public roads, nor can local jurisdictions completely prohibit the operation of a cannabis establishment. I encourage you to review Section 12 of the CRA or visit the CCD website (https://ccd.rld.state.nm.us/) to learn more.

Two specific provisions of Section 12 require timely action by local jurisdictions. Section 12(A)(2)(b) of the CRA provides that local jurisdictions must determine the minimum distance between cannabis establishments and schools or daycare centers in their community. Neither CCD nor the Regulation and Licensing Department have authority to make that determination. Additionally, the CRA provides that the minimum distance established by local jurisdictions cannot be more than three hundred (300) feet.

Relatedly, Section 12(B)(5) of the CRA provides that a local jurisdiction cannot require an existing cannabis licensee at a licensed premise to relocate. Thus, any cannabis establishment that is licensed by CCD at a licensed premise before a local jurisdiction implements rules limiting the locations in which cannabis establishments can operate cannot subsequently be required to relocate.

To ensure the needs of local communities are met, I urge each local jurisdiction to make a determination on these issues as soon as possible. The adult-use cannabis industry will bring economic development opportunities to every corner of our state, and by taking thoughtful action now, local leaders can maximize those opportunities in their communities. In the best interest of the needs of local communities, for the safety of all our citizens, and in aid to New Mexico's adult-use cannabis entrepreneurs, we urge each local jurisdiction to act on this determination issue as soon as possible.

I am hopeful that you'll share this letter with all of your members, and that it provides both clarity and urgency on the need for timely action. I am also hopeful this letter will serve as a starting point in a collaborative relationship between the newly created Cannabis Control Division (CCD) and local governments across our state.

Please do not hesitate to reach out to me or my team if you have any further questions.

Sincerely,

Linda M Trujillo

Linda M. Trujillo, J.D.
Superintendent
New Mexico Regulation & Licensing Department

Sec. 28-6. Possession of up to eight ounces of marijuana prohibited; penalty.

(a) It is unlawful for any person intentionally to possess up to eight ounces of marijuana as defined in the Controlled Substances Act (NMSA 1978, §§ 30-31-1—30-31-40) unless it was obtained pursuant to a valid prescription or order of a practitioner while acting in the course of his professional practice, or except as otherwise authorized by the Controlled Substances Act.

(b) Any person who violates subsection (a) of this section with respect to one ounce or less of marijuana is, for the first offense, guilty of a misdemeanor and shall be punished by a fine of not less than $50.00 nor more than $100.00 and by imprisonment for not more than 15 days, and, for the second and subsequent offenses, guilty of a misdemeanor and shall be punished by a fine of not less than $100.00 nor more than $300.00 or by imprisonment for a definite term of less than 90 days or both.

(c) Any person who violates subsection (a) of this section with respect to more than one ounce and less than eight ounces of marijuana is guilty of a misdemeanor and shall be punished by a fine of not less than $100.00 nor more than $300.00 or by imprisonment for a definite term less than 90 days or both.
(Ord. No. 11-87, § 1, 11-2-1987)

Secs. 28-7—28-34. Reserved.

ARTICLE II. OFFENSES GENERALLY

Sec. 28-35. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Offense means the unlawful act of doing, or failing to do, some particular act or thing the result of which is a violation of this article.
(Ord. No. 4-2009, § 1(F), 5-11-2009)

Sec. 28-36. Penalty.

(a) Any person violating any provision of the criminal code ordinance of the city is guilty of a petty misdemeanor and shall be fined not more than $300.00.

(b) Each day that a violation is permitted to exist after notification constitutes a separate offense.
(Ord. No. 4-2009, § 8, 5-11-2009)

Sec. 28-37. Failure to appear—On a citation.

It is a petty misdemeanor for a person signing a citation not to appear at the time and place stated in the citation regardless of the disposition of the offense for which the citation was issued. A written promise to appear may be complied with by appearance of counsel.
(Ord. No. 4-2009, § 1(A), 5-11-2009)

Sec. 28-38. Same—On a petty misdemeanor charge.

Any person released pending trial or appeal in any criminal action who fails to appear before any court or judicial officer as required is guilty of a petty misdemeanor, if he was released in connection with a charge of a misdemeanor or a petty misdemeanor.
(Ord. No. 4-2009, § 1(B), 5-11-2009)

Sec. 28-39. Failure to pay.

Any person upon whom any fine or penalty is imposed may, upon order of the court convicting him, be committed to the county jail or city jail or other place provided by the city for the incarceration of offenders until the fine or penalty is fully paid. The imprisonment shall not exceed 90 days for any one offense.
(Ord. No. 4-2009, § 1(C), 5-11-2009)

Sec. 28-40. Aiding in an offense.

When no punishment for counseling or aiding in the commission of a particular offense is expressly prescribed by ordinance, every person who counsels or aids another in the commission of such is guilty of an offense, or petty misdemeanor, and punishable in the same manner as the principal offender.
(Ord. No. 4-2009, § 1(D), 5-11-2009)

Sec. 28-41. Compounding a crime.

Compounding a crime consists of knowingly agreeing to take anything of value upon the agreement or understanding, express or implied, to compound or conceal a crime or to abstain from a prosecution

BAYARD COMMUNITY CENTER RENTAL AGREEMENT

City Hall, 800 Central Avenue, PO Box 728, Bayard, NM 88023
Phone: (575) 537-3327 Fax: (575) 537-5271

Auditorium Rental Agreement large room

Bayard Community Center Rental Agreement is non-transferable and is only valid for the rooms, times and event(s) specified in the rental contract. Renter/User agrees to comply with all guidelines and policies as set forth in the agreement. If there are any changes to this agreement, the City of Bayard reserves the right to require a new agreement to be approved by the City/or its appointed representative and the renter/user. The Bayard Community Center is hereafter referred to as the "Center".

General

A. The renter of the facility shall be 21 years of age.

B. An individual requesting a reservation under resident status must provide proof of Bayard residency.

C. Any sound system, video, music, etc. shall be kept at a low volume so as not to disturb others using the facility.

D. Failure to comply with any of the terms of the Rental Agreement shall cause immediate removal from the premises and forfeiture of all fees and deposits.

E. Renter must be present during the period of the rental from set-up through clean-up and shall be responsible for check out of the facility to become eligible for the refund of the deposit.

Rental Fees

A. **Booking Fee:** All rentals require a non-refundable booking fee of $20 Resident/$25 Non-Resident, paid in advance to hold the event date. This booking fee applies to all renters of the Center. This one-time fee must be paid by cash, money order or cashier's check.

B. **Rental Fees:** All Fees and Deposits: Must be paid by cash, money order or cashier's check

Available Rental Time: Sunday – Thursday 8 am to 9 pm
Friday & Saturday 8 am to 11 pm

Use of facilities to set-up or clean-up are charged at additional day's rental rate.
Sample:Set-up (Friday) $175.00
Event (Saturday) $175.00
Clean-up (Sunday) $175.00 Total Rental Rate = $525.00

Residents (R):
Booking Fee: $20.00
Security Deposit: $75.00
Day Rate: $175.00
Kitchen: $25.00 per event – with rental of auditorium
Full Use: $100.00 per day – without rental of other room

Non – Residents (NR):
Booking Fee: $25.00
Security Deposit: $100.00
Day Rate: $225.00
Kitchen: $35.00 per event – with rental of auditorium
Full Use: $150.00 per day – without rental of other room

Security Deposit Fee: The purpose of the security deposit is to ensure proper clean-up and care of the facility.

1. If the facility is left dirty and/or damaged by the renter, the City shall retain all or part of the deposit.
2. The security deposit must be paid to the City two weeks after booking fee is made. If event is scheduled within two weeks of booking fee, then all fees and deposits are due on day of booking.
3. If costs to clean and /or repair the facility exceed the amount of the security deposit, the renter shall be responsible for the additional costs. If the renter fails to pay the additional costs, as requested by the City staff, the renter shall be responsible for all collection costs and/or attorney's fees.

C. Cancellations and Forfeits:

1. The rental payments are due in full 20 days before the scheduled event date or at the time the reservation is made. Should the rental payment not be made in full prior to 20 days of the event, the event will be considered canceled and all fees collected will be forfeited. If event is scheduled within two weeks of booking fee, then all fees and deposits are due on day of booking.

2. Renter must provide notice of cancellation of a reservation to become eligible for a full or partial refund of the deposit or rental fees.

Notice of Cancellation	Percentage of Refund of Deposit and Rental Fee
20 calendar days prior or more	100% (Less administrative fee of 10%)
10-19 calendar days prior	50% (Less administrative fee of 10%)
Less than 10 calendar days	Rental considered cancelled – all fees collected are forfeited.

Keys

Keys for events may be picked up 30 minutes prior to time shown on agreement or before 4:30 for weekend events. Key shall be returned to City Hall immediately after use of the facility or on Monday when event is on weekend.

Food and Drink

1. **Alcohol: This facility and premises is alcohol and drug free.** Bayard Police Officers conduct frequent patrols of the facility and premises and are authorized to enter the facility. Police Officers are authorized to conduct inspections of the facility and conduct immediate termination of the event should violations be occurring. Violations will cause forfeiture of deposit and fees.

2. Use of the kitchen facility is available at the listed hourly rate.

Set-up and Clean-up and Facility Care

1. No decorations will be permitted which are taped, tacked, stapled, nailed, or otherwise fastened to the walls, ceilings, doors, or floors of the facility. Open flames such as candles or burners are only allowed when used with appropriate devices.

2. Renter is responsible for removing all tape from the tables where table cloths and decorations are secured to. No table covering may be tacked, stapled, nailed, or fastened in any manner which will damage the tables.

3. Rental of the facility includes the use of tables and chairs and renter is responsible for re-stacking of these during clean-up.

4. Renter is responsible for set-up and clean-up of the event. This shall include, but is not limited to: setting up tables and chairs, cleaning floors, cleaning of restrooms, emptying trash to appropriate trash dumpsters, wiping off tables and chairs, sinks, etc.

5. The City shall provide the following cleaning equipment and supplies: broom and dust pan, mop and bucket, trash bags, all-purpose cleaner and floor cleaner and towels for such cleaners. Garbage containers must be cleaned of spills and trash.

6. Renter is responsible for leaving the parking lot free of trash and debris from the event.

7. Smoking is prohibited within the facility and within 25 feet of all entrances. Bayard City Ordinance 11-2006. Renter is responsible for disposing of cigarette butts in the proper receptacles.

8. Firearms are prohibited on the premises.

Capacity

The Center auditorium has a maximum occupant capacity of 250 persons including children. It is unlawful to exceed this capacity. This is not the amount of available seating.

Minor Children

Minors shall be supervised by an adult 21 years of age at the following ratio:

Age: 0-12 years requires 1 adult per 4 children
Age: 13-17 requires 1 adult per 10 young adults

_____ _____

Renter Signature Date

_____ _____

Employee Signature Date

BAYARD COMMUNITY CENTER
RENTAL AGREEMENT
AUDITORIUM

Resident: _____ Non Resident: _____

Name of Renter: _____

Address: _____

Home Phone: _____ Alternate Phone: _____

Event Date: _____

Rental Time: Begin: _____ am/pm End: _____ am/pm

Fees:

Booking Fee $20.00 Resident $25.00 Non-Resident

Date Paid: _____ Rec #: _____ Amount: _____ Employee: _____

Security Deposit $75.00 Residnet $100.00 Non-Resident

Date Paid: _____ Rec #: _____ Amount: _____ Employee: _____

Date Paid: _____ Rec #: _____ Amount: _____ Employee: _____

Rental Fee Total: _____

Date Paid: _____ Rec #: _____ Amount: _____ Employee: _____

Date Paid: _____ Rec #: _____ Amount: _____ Employee: _____

Date Paid: _____ Rec #: _____ Amount: _____ Employee: _____

I, the undersigned, representing myself and the above named organization, do hereby, have read and agree to be bound by and comply with all of the terms and conditions listed in the Bayard Community Center Rental Agreement. I agree to be present and responsible during the event. Further, I accept responsibility for damages caused to the building, equipment, furnishings, and surrounding areas.

I understand and agree that neither City of Bayard nor any of its employees shall incur any liability for any injury to persons or damage to property experienced by the use of this facility. I further agree that the city shall be held harmless from any and all liability arising out of the renter's use of the Community Center or other City facilities.

I agree that violation of any of the terms of this agreement INCLUDING VIOLATION OF ALCOHOL, may be cause for the event rental to be revoked, without notice, and may result in immediate removal from the premises and forfeiture of my deposit.

_____ _____ _____

Signature of Renter Date Employee Signature

Renter deposit is approved for refund after satisfactory inspection by the City Staff

_____ _____

Employee Signature Date Return Deposit? Yes No

FORFEITURE SCHEDULE

Event Date: _____

20 Day Period: _____

Cancelation Date: _____

g. C. Convenc Center.

BAYARD COMMUNITY CENTER RENTAL AGREEMENT

City Hall, 800 Central Avenue, PO Box 728, Bayard, NM 88023
Phone: (575) 537-3327 Fax: (575) 537-5271

Rental Agreement
Government and Non-Profit

Bayard Community Center Rental Agreement is non-transferable and is only valid for the rooms, times and event(s) specified in the rental contract. Renter/User agrees to comply with all guidelines and policies as set forth in the agreement. If there are any changes to this agreement, the City of Bayard reserves the right to require a new agreement to be approved by the City/or its appointed representative and the renter/user. The Bayard Community Center is hereafter referred to as the "Center".

General

A. The renter of the facility shall be 21 years of age.

B. An individual requesting a reservation under resident status must provide proof of Bayard residency.

C. Any sound system, video, music, etc. shall be kept at a low volume so as not to disturb others using the facility.

D. Failure to comply with any of the terms of the Rental Agreement shall cause immediate removal from the premises and forfeiture of all fees and deposits.

E. Renter must be present during the period of the reservation from set-up through clean-up and shall be responsible for check out of the facility to become eligible for the refund of the deposit.

Rental Fees

A. **Booking Fee:** N/A

B. **Rental Fees:** All Fees and Deposits: Must be paid by cash, money order or cashier's check

Booking Fee: N/A
Security Deposit: $25.00
Rental Fee: $10.00 per hour
Key Deposit: $20.00
Kitchen: $10.00 per event – only with auditorium rental
Full Use: $75.00 per day – without rental of auditorium

Board Room is limited to pastries and coffee only (food and drink)*

Available Rental Time: Sunday – Thursday 8 am to 9 pm
Friday & Saturday 8 am to 11 pm

Rental time includes set-up and clean-up time.

C. **Security Deposit Fee:** The purpose of the security deposit is to ensure proper clean-up and care of the facility.
   1. If the facility is left dirty and/or damaged by the renter, the City shall retain all or part of the deposit.
   2. The security deposit must be paid to the City at the time reservation is made. Rental fees must be paid 20 days prior to scheduled event or at the time the reservation is made if less than 20 days to the event.
   3. If costs to clean and /or repair the facility exceed the amount of the security deposit, the renter shall be responsible for the additional costs. If the renter fails to pay the additional costs, as requested by the City staff, the renter shall be responsible for all collection costs and/or attorney's fees.

D. Cancellations and Forfeits:

1. Should the deposit and/or rental payment not be made in full prior to 20 days of the event, the event will be considered canceled and all fees collected will be forfeited.

2. Renter must provide notice of cancellation of a reservation at least 20 days in advance of the reservation to become eligible for a full or partial refund of the deposit or rental fees.

Keys

Renters will be allowed to secure a key with a key deposit for the term of the rental.

Food and Drink

1. **Alcohol: This facility and premises is alcohol and drug free.** Bayard Police Officers conduct frequent patrols of the facility and premises and are authorized to enter the facility. Police Officers are authorized to conduct inspections of the facility and conduct immediate termination of the event should violations be occurring. Violations will cause forfeiture of deposit and fees.

2. Food and drinks in the board room are limited to pastries and coffee.

3. Use of the kitchen facility is available at the listed hourly rate.

Set-up and Clean-up and Facility Care

1. All set-up and clean-up time is scheduled as part of the rental times.

2. No decorations will be permitted which are taped, tacked, stapled, nailed, or otherwise fastened to the walls, ceilings, doors, or floors of the facility. Open flames such as candles or burners are not allowed in board room. If used in auditorium, appropriate devices must be used.

3. Renter is responsible for removing all tape from the tables where table cloths and decoractions are secured to. No table covering may be tacked, stapled, nailed, or fastened in any manner which will damage the tables.

4. Rental of the facility includes the use of tables and chairs and renter is responsible for re-stacking of these during clean-up.

5. Renter is responsible for set-up and clean-up of the event. This shall include, but is not limited to: setting up tables and chairs, cleaning floors, cleaning restrooms, emptying trash to appropriate trash dumpsters, wiping off tables and chairs, sinks, etc.

6. The City shall provide the following cleaning equipment and supplies: broom and dust pan, mop and bucket, trash bags, all-purpose cleaner and floor cleaner and towels for such cleaners. Garbage containers must be cleaned of spills and trash.

7. Renter is responsible for leaving the parking lot free of trash and debris from the event.

8. Smoking is prohibited within the facility and within 25 feet of all entrances. Bayard City Ordinance 11-2006. Renter is responsible for disposing of cigarette butts in the proper receptacles.

9. Firearms are prohibited on the premises.

Capacity

The Center auditorium has a maximum capacity of 250 persons including children. Board Room has a maximum capacity of 35. It is unlawful to exceed this capacity.

Minor Children

Minors shall be supervised by an adult 21 years of age at the following ratio:

Age: 0-12 years requires 1 adult per 4 children
Age: 13-17 requires 1 adult per 10 young adults

_____ _____

Renter Signature Date

_____ _____

Employee Signature Date

BAYARD COMMUNITY CENTER RENTAL AGREEMENT

City Hall, 800 Central Avenue, PO Box 728, Bayard, NM 88023
Phone: (575) 537-3327 Fax: (575) 537-5271

Rental Agreement – Board Room

Bayard Community Center Rental Agreement is non-transferable and is only valid for the Board Room for meeting purposes only. Renter/User agrees to comply with all guidelines and policies as set forth in the agreement. If there are any changes to this agreement, the City of Bayard reserves the right to require a new agreement to be approved by the City/or its appointed representative and the renter/user. The Bayard Community Center is hereafter referred to as the "Center".

General

A. The renter of the facility shall be 21 years of age.

B. An individual requesting a reservation under resident status must provide proof of Bayard residency.

C. Any sound system, video, music, etc. shall be kept at a low volume so as not to disturb others using the facility.

D. Failure to comply with any of the terms of the Rental Agreement shall cause immediate removal from the premises and forfeiture of all fees and deposits.

E. Renter must be present during the period of the reservation from set-up through clean-up and shall be responsible for check out of the facility to become eligible for the refund of the deposit.

Rental Fees

A. **Booking Fee:** N/A

B. **Rental Fees:** All Fees and Deposits: Must be paid by cash, money order or cashier's check

Booking Fee: N/A
Security Deposit: $25.00
Rental Fee: $25.00 per hour
Key Deposit: $20.00
Kitchen: N/A for Board Room Rental

Available Rental Time: Sunday – Thursday 8 am to 9 pm
Friday & Saturday 8 am to 11 pm

Rental time includes set-up and clean-up time.

C. **Security Deposit Fee:** The purpose of the security deposit is to ensure proper clean-up and care of the facility.
   1. If the facility is left dirty and/or damaged by the renter, the City shall retain all or part of the deposit.
   2. The security deposit must be paid to the City at the time the reservation is made. Rental fees must be paid 20 days prior to scheduled event or at the time the reservation is made if less than 20 days to the event.

3. If costs to clean and /or repair the facility exceed the amount of the security deposit, the renter shall be responsible for the additional costs. If the renter fails to pay the additional costs, as requested by the City staff, the renter shall be responsible for all collection costs and/or attorney's fees.

D. Cancellations and Forfeits:

1. Should the deposit and/or rental payment not be made in full prior to 20 days of the event, the event will be considered canceled and all fees collected will be forfeited.

2. Renter must provide notice of cancellation of a reservation at least 20 days in advance of the reservation to become eligible for a full or partial refund of the deposit or rental fees.

Keys

Renters will be allowed to secure a key with a key deposit for the term of the rental.

Food and Drink

1. **Alcohol: This facility and premises is alcohol and drug free.** Bayard Police Officers conduct frequent patrols of the facility and premises and are authorized to enter the facility. Police Officers are authorized to conduct inspections of the facility and conduct immediate termination of the event should violations be occurring. Violations will cause forfeiture of deposit and fees.

2. Food and drinks in the board room is limited to pastries and coffee.

3. Use of the kitchen facility is not available with the rental of the Board Room.

Set-up and Clean-up and Facility Care

1. All set-up and clean-up time is scheduled as part of the rental times.

2. No decorations will be permitted which are taped, tacked, stapled, nailed, or otherwise fastened to the walls, ceilings, doors, or floors of the facility. Open flames such as candles or burners are not allowed in the board room.

3. Renter is responsible for removing all tape from the tables where table cloths and decorations are secured to. No table covering may be tacked, stapled, nailed, or fastened in any manner which will damage the tables.

4. Rental of the facility includes the use of tables and chairs and renter is responsible for re-stacking of these during clean-up.

5. Renter is responsible for set-up and clean-up of the event. This shall include, but is not limited to: setting up tables and chairs, cleaning floors, cleaning restrooms, emptying trash to appropriate trash dumpsters, wiping off tables and chairs, sinks, etc.

6. The City shall provide the following cleaning equipment and supplies: broom and dust pan, mop and bucket, trash bags, all-purpose cleaner and floor cleaner and towels for such cleaners. Garbage containers must be cleaned of spills and trash.

7. Renter is responsible for leaving the parking lot free of trash and debris from the event.

8. Smoking is prohibited within the facility and within 25 feet of all entrances. Bayard City Ordinance 11-2006. Renter is responsible for disposing of cigarette butts in the proper receptacles.

9. Firearms are prohibited on the premises.

Capacity

Board Room has a maximum capacity of 35. It is unlawful to exceed this capacity.

Minor Children

Minors shall be supervised by an adult 21 years of age at the following ratio:

Age: 0-12 years requires 1 adult per 4 children
Age: 13-17 requires 1 adult per 10 young adults

_____ _____

Renter Signature Date

_____ _____

Employee Signature Date