



City of Bayard
CITY COUNCIL REGULAR MEETING
December 15, 2022 at 5:30 PM
Bayard City Hall

AGENDA

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 the Regular Meeting November 14, 2022 and Special Meeting November 28, 2022.
2. Approval of the Accounts Payable Report for December 12, 2022.
3. Approval of the Fire Report for November, 2022.
4. Approval of the Maintenance Report for November, 2022.
5. Approval for City Staff, Mayor and Council to attend Legislative Session on January 31- February 3, 2023 in Santa Fe, NM.
6. Approval for David Palomarez to attend NM Water and WW Association Annual School. Jan. 23-26, 2023 in Las Cruces.

OLD BUSINESS

7. Discussion for concerned resident Larry Ojinaga.

NEW BUSINESS

8. Approval of the 2023 Holiday Schedule.
9. Approval of the 2023 City Council Meetings.
10. Discussion for Proposal of weekend schedule change for Public Works Department.
11. Discussion of Solar Facility located on land owned by Ernest Gavaldon.

12. Discussion/ Action for Rick Lass to Present the Local Choice Energy Act.
13. Discussion of Freeport Support for Wastewater Treatment Plant.
14. Discussion/Action of Salary Increases for City Employees.

ORDINANCES/RESOLUTIONS

15. Adoption of Resolution 27-2022 Colonias Infrastructure Water System Improvements Loan/Grant Agreement.
16. Adoption of Resolution 28-2022 Colonias Infrastructure Bayard, Sewer System Improvements Loan/Grant Agreement.
17. Adoption of Resolution 29-2022 Colonias Infrastructure Wastewater System Improvements Loan/Grant Agreement.
18. Adoption of Resolution 30-2022 American Rescue Plan Recovery Funds to Pay Premium Pay for Essential Workers.
19. Adoption of the Resolution 31-2022 New Mexico Legislative Action to Advance Affordable Clean Energy

CLOSED SESSION

20. Pursuant to 10-15-1 (H-2) NMSA 1978 for limited personnel matters for Police Department, Administration Department- hiring of the City Clerk-Treasurer, Wastewater Department- hiring of the Wastewater Laborer, Maintenance Department- promotion of the Public Works Director and promotion of the Maintenance Department and Hiring of Parks and Recreation and Janitor.

ACTION ITEMS RESULTING FROM CLOSED SESSION

- A. Administration Department- hiring of the City Clerk-Treasurer Ashley Ogilvie
- B. Wastewater Department- hiring of the Wastewater Laborer Daniel Chavez
- C. Maintenance Department- promotion of the Public Works Director Michael Paez, promotion of Maintenance- Jose Sierra, Hiring of Parks & Recreation- Stephen Estrada, and Hiring Janitor- Gabriel Flores.
- D. Police Department- Disciplinary Action/Termination for Sergeant Jesus Lopez.

MAYOR AND COUNCILORS REPORTS

NEXT MEETING DATE:

Regular Meeting - January 9, 2022

ADJOURNMENT



City of Bayard
CITY COUNCIL REGULAR MEETING
November 14, 2022 at 5:30 PM
Bayard City Hall

MINUTES

WORK SESSION

Stantec Project Update

George Esqueda first contract with the City of Bayard and Stantec is general engineering support. The contract was awarded to Stantec the contract is from June 1, 2019 and the expiration date is June 1, 2023. Next project is NM356 Sidewalk Improvements- N. Foy to Hurley Ave. This project was funded by an NMDOT grant. The funding will expire December 30, 2023. The project amount is \$628,129.00. NMDOT 95% \$596,722.55 City of Bayard 5% \$31,406.45. Amendment #2 for this project is project development/scoping for \$71.70, pre-final design for \$17,483.00, PS&E Documents for \$26,404.00, and Bidding for \$5,200.74. In the future there will be a 3rd Amendment. Due to testing frequency the 3rd amendment cannot be done at this time.

Sidewalk improvements on the south side of N. Foy, there is not drainage, this project is only to add sidewalk and ADA improvements at the intersections. There are poles in the way, Stantec has done some utility coordination with PNM and Comcast to get these relocated. Some of the decorative lights and school zone flashing lights are also in the way, DOT has allowed the relocation of these to be paid for by this grant. The projected start date of this project is May 2023. Project 2020 CDBG WW Management Assistance the influent sewer line. Funding sources for this project are Capital Outlay, CDBG and City of Bayard. This project was awarded to Morrow Enterprises of Las Cruces. Construction is scheduled to begin January 2023 due to delay in delivery of materials. This project is allotted one year project time. Amendment #1 is for Contractor Employee Labor Interviews. CDBG requires this to be done to make sure the city does these interviews to make sure the employees are making the amount they should be making.

Project NM356 & US180 Lighting Improvements this was funded NMDOT grant for a total of \$725,000.00. Construction substantial completion achieved was August 31, 2022, for a total of \$632,587.75. There is a warranty of one year. Warranty ending August, 2023.

Project Public Safety Building Improvements, this project was funded by 2021 Legislative Appropriation. \$450,000.00 was awarded. 1% of this amount is set aside for Art in Public Places. This project funding expiration is June 30, 2023. This construction scope is to replace existing roof finishes, install new stucco seal. and repair all damaged interior ceilings and walls. This project was awarded to C.D. General Contractors Inc. in the amount of \$248,477.97. Project was expected for November 16, 2022, but the fasteners for the roof are on back order and expected to ship mid-December through mid-January. The projected

construction contingency is estimated to be \$164,243.21. If all goes smooth with the project. Construction to begin January 2023.

CALL TO ORDER: Mayor Chon S. Fierro

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Chon Fierro

Mayor Pro-tem Raul Villanueva

Councilor Eloy Medina

Councilor Frances Gonzales

Councilor Jose Diaz. A quorum was present. Other in attendance were Larry Ojinaga, Dolores Charon, Jesus Perez, Joan Perez, Juno Ogle, Euphemio Gonzalez, Mike Armendariz, Michael Paez, Anthony Macias, Hector Carrillo, Marlena Valenzuela, and Tanya Ortiz.

APPROVAL OF THE AGENDA

PUBLIC INPUT

No public input.

CONSENT AGENDA

Motion made by Mayor Pro-tem Villanueva, Seconded by Councilor Gonzales.

Voting Yea: Mayor Pro-tem Villanueva, Councilor Medina, Councilor Gonzales, Councilor Diaz

1. Approval of the Minutes of Special Meeting October 19 and Regular Meeting October 24, 2022.
2. Approval of the Accounts Payable Report for November 14, 2022.
3. Approval of the Fire Report for October, 2022.
4. Approval for Marlena Valenzuela and Tanya Ortiz to attend LGD Virtual Budget Conference Nov. 14-18, 2022.
5. Approval for Police Chief Hector Carrillo to attend NM Law Enforcement Conference on Dec. 7-9 in Albuquerque.

OLD BUSINESS

George Esqueda continued with the project updates next project is North Foy Street Improvements. The City of Bayard received a grant for this project through NMDOT for a total amount of \$732,000.00. 95% grant from NMDOT \$695,400.00 and 5% match requirement from the city of \$36,600.00. Funding expires on June 30, 2025. Since this cost estimate, the price of all materials has gone up. Stantec has broken up this project in to two phases. Phase

one is from the entrance of the housing authority up to North Foy Street on the dirt street. This also includes the Alta Vista intersection. The projected amount for phase one is \$625,201.28. Phase 2 would be the North Foy and Alta Vista intersection to the town limits. The estimated projected amount for phase two projected amount is \$245,535.71. Total of \$953,590.91. City of Bayard's shortfall is \$221,590.91 to construct the entire project. Mr. Esqueda ask how the city would like to proceed as a result of projected project funding shortfall. The city can move forward with bidding project as designed, understanding that may only be able to award/construct phase one. Bidding to begin January 2023 and construction to begin April 2023, or wait and request additional funding to cover projected funding shortfall. This will delay bidding and construction until 2024.

Councilor Gonzales stated if we wait and look for more money prices of materials can go up. She suggests we go out to bid for phase one.

Mayor and Council agrees on go out to bid as designed and moving forward.

Mr. Esqueda will present a work order in the next couple of months to move forward.

Councilor Medina asked if we can maybe do chip seal with the money that is left over from phase one, on the rest of the road to take care of the problem.

Mr. Esqueda said yes. He will be giving the project updates on the project as it gets done and see what else can get done on Alta Vista.

1 Million Gallon Water Tank Rehab project awarded amount is \$1,000,000.00 this is to plan, design, construct, and renovate water storage tank, including lead abatement, in Bayard. This funding expires June 30, 2025. Additional funds have been awarded through Covid Relief Funds in the amount of \$529,574.00. This funds expire December 31, 2026. The projected amount for the project is \$1,129,905.63 and projected contingency remaining is \$302,169.12. Mr. Esqueda was able to talk with the DFA attorney and received clarification on the requirements to include in the bid documents due to the Fiscal Recovery Funds. The DFA attorney clarified that the State of NM is administering these funds and therefore only State requirements are necessary. Have to take the tank offline, the City would like to start construct the project in the fall of 2023 when water demand drops. Stantec will request wage rates just prior to advertising the project for bid in June/July 2023 before moving forward with advertisement.

Councilor Medina asked if the maintenance department has done a water analysis of the water tank.

Councilor Diaz asked what is the back up plan for this?

Michael Paez stated the city will be running off the 250,000 tank. The boosters will be working harder to accommodate what we need. This is the reason he has requested to start this project when water demand drops, so the equipment will not be running as hard.

Councilor Medina asked if Michael has reached out to Freeport and ask in case we need water if you could help us?

Councilor Diaz asked if the pumps stop working what is our plan?

Michael Paez stated we would have to ask Hanover to supply us with water. They are the only resource we can get water from.

Councilor Medina would like to set up and MOU with Santa Clara, Freeport and Hanover water to make sure all our basis are covered.

Mr. Esqueda stated there is an amendment to extend the time of the project because we are waiting until the fall of 2023 to bid.

These next projects the City of Bayard has been awarded but does not have a contract with Stantec.

FY2022 Colonias Water System Improvements, City of Bayard has a 10% match of \$12,740.00, Colonias grant of 90% \$114,660.00 and 10% loan of \$12,740.00 for a total of \$140,140.00. This grant will be closed January 27, 2023. Stantec is presenting their engineering agreement for this project for the professional services because NM Environment Department has to review the engineering agreement. He has sent over engineering agreements to the NMED and this has taken them over three months to review. Mr. Esqueda would like to send over the engineering agreements now so by the time the money is secure the City can have their approval and avoid delays. The scope of work for this project are well field and pressure reducing valve improvements will consist of water system improvements within the city limits and the west vicinity area of Bayard.

FY2022 Colonias water system improvements, City of Bayard has a 10% match of \$12,130.00, Colonias grant of 90% \$109,170.00 and 10% loan of \$12,130.00. This grants scope of work is to be used by the City of Bayard for the design of a new lift station, new gravity sewer main, new force main, SCADA, controls, and electric systems and new backup diesel generator. This is to replace the lift station at the end of Oak Street and move the lift station away from an existing structure.

FY2022 Colonias wastewater facility planning grant, City of Bayard has a 10% match \$12,130.00 Grant 90% 90,000.00 and 10% loan of \$10,000.00, total of \$112,130.00. Stantec did not assist the City with the Colonias application. This is for planning and preliminary design of wastewater system improvements. This grant closing is January 27, 2023.

Mr. Esqueda stated upcoming funding application deadlines are 2023 Legislative requests are January/February 2023, 2023 Colonias Infrastructure is March 8, 2023, 2023 NMDOT COOP is March 15, 2023, 2023 NMDOT MAP is March 15, 2023, 2023 NMDOT TPF is May 2023. The next round of Colonias grants are going to open up the end of January. The notice of intent is going to be due January 3-19. They City has to submit a letter and state what project the City is wanting to seek funding for. This is the most money that has been giving to the southern part of the state. The dead line to apply for this funding is March 8th.

Motion made by Councilor Gonzales, to Amendment- Time Extension Only- 1M Gallon reservoir, Amendment- Time Extension and Scope of Work Fee Increase- 2020 CDBG WW Influent Line, Amendment- Scope of Work and Fee Increase- NM356 Sidewalks, Agreement- 2022 Colonias Water (5747-CIF), Agreement- 2022 Colonias Wastewater (5748-CIF)

Seconded by Councilor Medina. Voting Yea: Mayor Pro-tem Villanueva, Councilor Medina, Councilor Gonzales, Councilor Diaz

6. Stantec – Projects Update, discussion and necessary action if required.
7. Stantec – Presentation of Engineering Amendments and Agreements, discussion and necessary action for the following projects:
 - Amendment- Time Extension Only- 1M Gallon reservoir
 - Amendment- Time Extension and Scope of Work Fee Increase- 2020 CDBG WW Influent Line
 - Amendment- Scope of Work and Fee Increase- NM356 Sidewalks
 - Agreement- 2022 Colonias Water (5747-CIF)
 - Agreement- 2022 Colonias Wastewater (5748-CIF)

NEW BUSINESS

Motion made by Mayor Pro-tem Villanueva, Seconded by Councilor Gonzales.

Voting Yea: Mayor Pro-tem Villanueva, Councilor Medina, Councilor Gonzales, Councilor Diaz

8. Approval for Gracie Carreon owner of MVD Express to park her RV on her property 601 Central Ave.

Motion made by Mayor Pro-tem Villanueva, Seconded by Councilor Gonzales.

Voting Yea: Mayor Pro-tem Villanueva, Councilor Medina, Councilor Gonzales, Councilor Diaz

CLOSED SESSION

Motion made by Councilor Medina, Seconded by Councilor Diaz.

Voting Yea: Mayor Pro-tem Villanueva, Councilor Medina, Councilor Gonzales, Councilor Diaz

9. Discussion/Action of employee- resulting from Wastewater Department Internal Investigation.

Motion made by Councilor Medina, Seconded by Mayor Pro-tem Villanueva.

Voting Yea: Mayor Pro-tem Villanueva, Councilor Medina, Councilor Gonzales, Councilor Diaz

No action was taken.

ACTION ITEMS RESULTING FROM CLOSED SESSION

Only discussion pursuant to 10-15-1 (H-2) NMSA 1978 for limited personnel matters, resulting from Wastewater Department Internal Investigation. No action was taken.

MAYOR AND COUNCILORS REPORTS

Councilor Villanueva thanked the staff for everything they continue to do. He knows we are in the process of doing interviews for the positions that are vacant and he thanks everyone for picking up the slack. Hopefully soon we will have new people to help out. He is thankful the election is over and he thanked everyone for their support.

Councilor Medina thanked everyone for their support. He stated its going to be a good four year and he is looking forward to it. He stated its hard to work without a leader but to stay focused and get the job done. We'll be okay and there will be some changes coming.

Councilor Gonzales stated she appreciates everyone and everything they do. She gave a shout out to Mr. Gomez the Animal Control Officer for doing a really good job. He is getting everyone to get their yards cleaned. Councilor Gonzales congratulated Commissioner elect Medina and Sheriff elect Villanueva. She also thanked the Mayor.

Councilor Diaz thanked the Beautification Committee for the Trunk or Treat. They gave away 500 hot dogs and drinks. He thanked all the supporters everyone that donated and show up to help. He thanked the city hall ladies and the maintenance for all the work they did at the parks. He thanked the police department for their safety and being there. He thanked the maintenance department for the clean-up of the weeds on Central Ave. They did a good job. He asked if the department heads can pass along the message because they do a good job. He is looking forward to working with everyone this coming year. The Beautification Committee is talking about giving more money for the decoration contest for Christmas. He thanked the Mayor and Councilor Gonzales for being at the trunk or treat.

Michael Paez stated the maintenance department is doing work out at the wells fixing a leak. The clortech technician is working on a proposal to update the whole system out at the wells. This is going to pricey but this is much needed for the wells and the disinfection system. The system was built in 2009 and no updates have been made. Decoration will start being put up next week.

Fire Chief Gonzalez asked why there was not any flags flying on Veteran's Day?

Councilor Diaz stated there are not brackets on the new light poles yet.

Fire Chief Gonzales stated they received the grant for the fire truck and the truck should be here in a year. He stated the Fire Department Sign was painted by the maintenance department. The Fire Department also received a grant for \$152,000 for SABAs. They also received the stipend grant.

Assistant Fire Chief Armendariz stated they put together a spreadsheet on participation on training, calls answer and everything else they do. They will do score sheets his is how the stipend grant will be paid out monthly.

Police Chief Carrillo stated they are doing better on their coverage calls. He covered what he has accomplished in the seven months he has been with Bayard. He took care of the time

clock issue. They now call dispatch when they come on and off duty. He has a sign on bonus. They have hired a Captain and a Lieutenant. The previous administration encrypted the Bayard frequency. Meaning only central dispatch and Bayard could only communicate. That was fixed and now Bayard frequency can communicate with all agencies. They have both Class A and Class B uniforms and every officer are cleaned and presentable for the public. Their citations are up and arrests are up. Chief Carrillo does not like to arrest but when they have to, they do. They are conducting walk throughs at Snell Middle School to make a presence there and let everyone know they are there. They have purchased new hand guns. They are 9 caliber and all the officers are qualified with them. All the officers are attending trainings. Chief Carrillo has been attending a lot of meetings with in the community. Like SAS and at El Refugio. The police department is attending community events. Chief Carrillo would like the community to get to know all the officers. School zones, he is trying hard to be at the school zones mostly at Snell. He has got with the school and they are trying to hire a part time person to be at the school zone. The Code Enforcer has divided Bayard into four sections. Every two weeks he is focusing on one section. He is driving around that section and still answering calls. Now the ACO is writing reports when there is a dog bite or anything. He gets a case number from central dispatch and writes a report on it. The council will start getting a report starting next month. The ACO is wearing a body cam now and Class B uniform. Our ACO does not pick up skunks as of right now. He did pick one up and got sprayed.

Mayor Fierro thanked all the department for all their hard work. Mayor Fierro met with Terry Humble, Lee Grobber. When Lee found out the City had received the Mine Mill Hall she reached out to him and she would like to donate items she has from her Dad to the City. He went to the Little League with the maintenance and AmeriCorps were at the club house putting the flooring and the others were helping with the street light. A meeting with the County was cancel but that meeting was to talk about doing away with the detention center. Chairmen Ponce said they are spending to much money. Until another meeting is set up they will find out what will happen. Mayor Fierro had a meeting with Dr. Spaletta and he asked if we could get a lease for the bottom field by the Bayard Elementary School. This would allow the city to receive grants from the state to fix up the field and the little league would be able use it during the season.

Councilor Villanueva stated he thinks its a great idea, a big benefit for the community and we should move forward on it.

Mayor Fierro stated he will get with Dr. Spaletta and the attorney and see what we need to do. He also stated next week Mayor Fierro and Stantec will be meeting at the Mine Mill Hall to get how they can prevent water from getting in to the building. Mayor Fierro is also working on getting funding for a Veteran Park across from City Hall. The plans were first for the Veteran's Park to be in the area of Taylor and Guinevan but the plans are to big for that area. He will be working on getting funding for the Veteran's Park.

NEXT MEETING DATE:

Regular Meeting - December 12, 2022

ADJOURNMENT

Motion made by Mayor Pro-tem Villanueva, Seconded by Councilor Medina.

Voting Yea: Mayor Pro-tem Villanueva, Councilor Medina, Councilor Gonzales, Councilor Diaz

ADJOURNMENT 7:37 P.M.

Chon Fierro
Mayor

ATTEST:

Marlena Valenzuela
Deputy Clerk



City of Bayard
CITY COUNCIL SPECIAL MEETING
November 28, 2022 at 5:00 PM
Bayard City Hall

MINUTES

CALL TO ORDER: Mayor Chon S. Fierro

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Chon Fierro
Mayor Pro-tem Raul Villanueva
Councilor Eloy Medina
Councilor Frances Gonzales
Councilor Jose Diaz

A quorum was present. Others in attendance were Larry Ojinaga, Juno Ogle, Dolores Charon, Michael Paez, Hector Carrillo, Mike Armendariz, Euphemio Gonzalez, Marlena Valenzuela, and Tanya Ortiz.

APPROVAL OF THE AGENDA

Motion made by Mayor Pro-tem Villanueva, Seconded by Councilor Gonzales.

Voting Yea: Mayor Pro-tem Villanueva, Councilor Medina, Councilor Gonzales, Councilor Diaz

CLOSED SESSION

Motion made by Councilor Gonzales, Seconded by Mayor Pro-tem Villanueva.

Voting Yea: Mayor Pro-tem Villanueva, Councilor Medina, Councilor Gonzales, Councilor Diaz

1. Closed Executive Session Pursuant to 10-15-1 (H-2) Pertaining to Limited Personnel Matters -
 - Hiring of Police Department Employees
 - A. Luz Tirado Lozano- Un-Certified Patrol Officer and
 - B. Valerie Barboa- Un-Certified Patrol Officer
 - Promotion of Public Works Department
 - A. Michael Paez from Foreman to Public Works Director
 - B. Jose Sierra from Janitor to Parks & Recreation

Hiring of City Clerk-Treasurer

A. Ashley Ogilvie as City Clerk-Treasurer

ACTION ITEMS RESULTING FROM CLOSED SESSION

Motion made to come back from closed session only items discussed in closed executive session pursuant to 10-15-1 (H-2) Pertaining to Limited Personnel Matters - Hiring of Police Department Employees A. Luz Tirado Lozano- Un-Certified Patrol Officer and B. Valerie Barboa- Un-Certified Patrol Officer Promotion of Public Works Department A. Michael Paez from Foreman to Public Works Director B. Jose Sierra from Janitor to Parks & Recreation Hiring of City Clerk-Treasurer A. Ashley Ogilvie as City Clerk-Treasurer by Pro-tem Villanueva, Seconded by Councilor Gonzales. Voting Yea: Mayor Fierro, Mayor Pro-tem Villanueva, Councilor Medina, Councilor Gonzales, Councilor Diaz.

Motion made by Councilor Diaz to postpone promotion of Public Works Director and Parks & Recreation until December 12th City Council meeting to be able to look at the budget and see what this salary will be paid at. Seconded by Councilor Gonzales. Voting Yea: Mayor Fierro, Mayor Pro-tem Villanueva, Councilor Medina, Councilor Gonzales, Councilor Diaz.

Motion made by Councilor Diaz to postpone hiring of the City Clerk/Treasurer and bring back to top two applicants for a second interview on December 12th. There will not be a work session but interviews will be held at this time. Seconded by Councilor Gonzales. Voting Yea: Mayor Fierro, Mayor Pro-tem Villanueva, Councilor Medina, Councilor Gonzales, Councilor Diaz

NEXT MEETING DATE:

Regular Meeting - December 12, 2022

ADJOURNMENT

Motion made by Mayor Pro-tem Villanueva, Seconded by Councilor Gonzales. Voting Yea: Mayor Pro-tem Villanueva, Councilor Medina, Councilor Gonzales, Councilor Diaz

ADJOURNMENT 6:19 P.M.

Chon Fierro
Mayor

ATTEST:

Marlena Valenzuela
Deputy Clerk

ACCOUNTS PAYABLES**12-Dec-22****GENERAL FUND - 10**

Ace Hardware	Oct Running Ticket-Parks	\$ 348.69
Ace Hardware	Oct Running Ticket-CH	\$ 140.79
Ace Hardware	Oct Running Ticket- PD	\$ 25.17
Ace Hardware	Oct Running Ticket-Animal Control	\$ 159.44
Quill	Office Supplies-City Hall	\$ 1,120.66
Wal-Mart	Office Supplies-City Hall	\$ 32.18
Quill	Office Supplies-PD	\$ 680.48
Wal-Mart	Office Supplies-PD	\$ 74.34
Werner Tire	Tires/Labor & Roll In	\$ 1,961.29
Bank of America	Speakers Little League	\$ 4,870.99
Carrot-Top Industries	Welcome Sign Flags	\$ 183.12
Wal-Mart	Dog/Cat Food	\$ 97.09
Home Depot	Turf Power Sweeper-Little League	\$ 364.99
Ace Hardware	November Running Ticket-CH	\$ 72.73
Ace Hardware	November Running Ticket-Animal	\$ 184.59
Ace Hardware	November Running Ticket-PD	\$ 56.03
Ace Hardware	November Running Ticket-Parks	\$ 17.99
TOTAL:		\$ 10,390.57

JNT W/S O&M FUND - 150

Ace Hardware	October Running Ticket	\$ 128.34
Griffins Propane	Container Sale	\$ 6,500.00
Harbor Freight	1 Ton Chain Hoist	\$ 70.34
Quill	Office Supplies	\$ 408.67
Walmart	Office Supplies	\$ 23.10
O'Reilly Auto Parts	Battery, Water Pumps	\$ 180.71
J&S Plumbing	Powder Chlorine	\$ 107.76
USA Bluebook	Chlorine Testing	\$ 189.04
Spectrum	Printer Toner	\$ 2,317.50
Wal-Mart	Bleach for Booster	\$ 164.40
Ace Hardware	November Running Ticket	\$ 571.71
TOTAL:		\$ 10,661.57

Sewer Operations-155

Ace Hardware	October Running Ticket	\$ 3.78
Ace Hardware	November Running Ticket	\$ 35.99
TOTAL:		\$ 39.77

JNT WASTEWATER FUND - 170

Waterman	Water Gate Valve	\$ 4,030.98
Quill	Office Supplies	\$ 23.23
Walmart	Office Supplies	\$ 10.62

O'Reilly Auto Parts	Fuel Filter	\$ 126.88
Keenan	Check Valves	\$ 7,108.34
SC Safe & Lock	Check Door	\$ 174.42
Core & Main	Hymax Coupling	\$ 818.69
Ansell	Microflex Gloves	\$ 864.00
Ace Hardware	November Running Ticket	\$ 102.13
TOTAL:		\$ 13,259.29

COMMUNITY CENTER FUND - 200

Ace Hardware	October Running Ticket	\$ 15.23
TOTAL:		\$ 15.23

LIBRARY FUND - 210

Quill	Office Supplies	\$ 80.01
Amazon	Wall Calendar	\$ 24.63
Amazon	Young Adult/Child Genre	\$ 170.31
Dement Electric	Removal Access Alarm System	\$ 655.12
J & S Plumbing	Heater/Cool Labor	\$ 126.31
Amazon	Battle of the Books	\$ 483.95
TOTAL:		\$ 1,540.33

MUNICIPAL STREET FUND - 240

Ace Hardware	October Running Ticket	\$94.98
O'Reilly Auto Parts	Hydraulic Hose for Bobcat	\$139.30
TOTAL:		\$234.28

MUNICIPAL COURT FUND - 20

Quill	Office Supplies	\$ 31.86
Admin Office of The Courts	Monthly Fee Report	\$ 50.00
NM Judicial Edu Center	Monthly Fee Report	\$ 27.00
TOTAL:		\$ 108.86

FIRE FUND- 30

Ace Hardware	October Running Ticket	\$ 3.60
Sierra Emergency	Fire Truck Services	\$ 1,103.63
Spectrum	Printer Toner	\$ 2,317.50
TOTAL:		\$ 3,424.73

LAW ENFORCEMENT FUND - 60

Bravo Concealment	Holsters	\$ 263.04
The Line	Shirts/Patches	\$ 1,231.50
TOTAL:		\$ 1,494.54

TOTAL: **\$ 41,169.17**

ACCOUNTS PAID**12-Dec-22****GENERAL FUND - 10**

Century Link	Monthly Phone Bill-PD	\$ 474.03
Century Link	Monthly Phone Bill-City Hall	\$ 309.44
GC Pest Control	Monthly Bug Spray-City Hall	\$ 39.24
GC Pest Control	Monthly Bug Spray-PD	\$ 14.55
GC Pest Control	Monthly Bug Spray-Animal Control	\$ 29.32
GC Pest Control	Monthly Bug Spray- Parks	\$ 17.51
PNM	Electricity Services-Animal Control	\$ 49.34
WEX	Fuel Cards - PD	\$ 1,145.41
WEX	Fuel Cards-City Hall	\$ 55.86
Comcast	Internet Services-PD	\$ 244.85
Comcast	Internet Services-Parks	\$ 141.49
Krystal Mountain Water	Drinking Water-PS Bldgs.	\$ 19.22
Krystal Mountain Water	Drinking Water-City Hall	\$ 22.73
Gila Health Resources	Drug Test Anthony Macias	\$ 231.00
Lexis Nexis	Online Subscription	\$ 161.63
Comcast	Internet Services	\$ 322.51
AT&T Mobility	Cell Phone Services-CH	\$ 132.77
AT&T Mobility	Cell Phone Services-PD	\$ 528.13
SC Daily Press	Special Meeting-CH	\$ 13.26
SC Daily Press	Special Meeting-PD	\$ 13.24
SC Daily Press	Help Wanted Ad-CH	\$ 230.22
SC Daily Press	Help Wanted Ad-PD	\$ 187.38
Abila	Municipal Water System-CH	\$ 114.70
Abila	Municipal Water System-PD	\$ 114.70
Ricoh	Printer Services-CH	\$ 32.32
Ricoh	Printer Services-PD	\$ 32.33
Accurate	Drug Screen- Valerie Barboa	\$ 119.48
PNM	Electricity Payment-City Hall	\$ 472.98
PNM	Electricity Payment- Parks	\$ 117.22
PNM	Electricity Payment- PD	\$ 92.41
PNM	Electricity Payment- Unit Star	\$ 21.54
PNM	Electricity Payment-X-Mas	\$ 16.68
PNM	Electricity Payment-PKLOOP	\$ 78.80
NM Gas Company	Gas Services-PD	\$ 70.12
Comcast	Internet Services-HMOFC	\$ 312.51
U.S Post Office	PO Box Renewal	\$ 140.00
Axon Enterprise Inc	Evidence License	\$ 2,883.39
Vivint	Security System	\$ 100.14
TOTAL:		\$ 9,102.45

JNT W/S O&M FUND - 150

Century Link	Monthly Phone Bill	\$78.98
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GC Pest Control	Monthly Bug Spray	\$17.51
WEX	Fuel Cards	\$528.38
Badger Meter	Fees for Gateways	\$4,134.31
AT&T Mobility	Cell Phone Services	\$ 91.40
SC Daily Press	Special Meeting	\$ 13.24
SC Daily Press	Help Wanted Ad	\$ 332.52
SC Daily Press	October Clean Up	\$ 88.32
Abila	Municipal Water System	\$ 114.70
PNM	Electricity Payment	\$ 2,259.98
PNM	Electricity Payment- Pump#3	\$ 182.82
NM Gas Company	Gas Services	\$ 298.26
Vivint	Security System	\$ 143.24
TOTAL:		\$8,283.66

Sewer Operations- 155

Abila	Municipal Water System	\$114.70
TOTAL		\$114.70

JNT WASTEWATER FUND - 170

Century Link	Monthly Phone Bill	\$ 351.35
The UPS Store	Specimen Shipment	\$ 1,423.44
GC Pest Control	Monthly Bug Spray	\$ 48.13
American Linen	Linen Services	\$527.08
Xerox Corp	Printer Services	\$43.97
PNM	Electricity Services	\$ 16,064.17
WEX	Fuel Cards	\$ 355.42
Krystal Mountain Water	Drinking Water	\$ 22.73
AT&T Mobility	Cell Phone Services	\$ 169.57
SC Daily Press	Help Wanted ad	\$ 223.08
Abila	Municipal Water System	\$ 114.70
Xfinity	Internet Services	\$ 8.54
PNM	Electricity Payment	\$ 79.35
HughesNet	Internet Services	\$ 139.32
Hall Environment	Plant Tests	\$ 761.49
TOTAL:		\$ 20,332.34

COMMUNITY CENTER FUND - 200

Century Link	Monthly Phone Bill	\$ 232.61
GC Pest Control	Monthly Bug Spray	\$ 39.32
PNM	Electricity Payment	\$ 393.94
NM Gas Company	Gas Services	\$ 285.05
TOTAL:		\$ 950.92

LIBRARY FUND - 210

Century Link	Monthly Phone Bill	\$ 171.14
Moises Trujillo	Landscaping for Library Park	\$ 1,725.00

GC Pest Control	Monthly Bug Spray	\$ 29.32
Comcast	Internet Services	\$ 291.01
Krystal Mountain Water	Drinking Water	\$ 19.22
Ricoh	Printer Services	\$ 32.33
PNM	Electricity Payment	\$ 374.47
TOTAL:		\$ 2,642.49

MUNICIPAL STREET FUND - 240

WEX	Fuel Cards	\$ 355.59
Abila	Municipal Water System	\$113.56
PNM	Electricity for Street Lights	\$ 2,997.28
TOTAL:		\$ 3,466.43

MUNICIPAL COURT FUND - 20

Century Link	Monthly Phone Bill	\$ 135.68
GC Pest Control	Monthly Bug Spray	\$ 14.54
Comcast	Internet Services	\$ 94.51
Admin Office of Courts	Court Fees	\$ 84.00
NM Judicial Edu	Monthly Fees	\$42.00
Caselle	Monthly Support & Maint	\$ 179.00
Abila	Municipal Water System	\$ 114.70
PNM	Electricity Payment	\$ 161.05
TOTAL:		\$ 825.48

FIRE FUND- 30

Century Link	Monthly Phone Bill	\$138.12
GC Pest Control	Monthly Bug Spray	\$14.55
Comcast	Internet Services	\$94.50
AT&T Mobility	Cell Phone Services	\$46.82
Abila	Municipal Water System	\$114.70
Zia Access Healthcare	EMS Medical Director Duties	\$1,000.00
PNM	Electricity Payment	\$155.12
NM Gas Company	Gas Services	\$177.12
TOTAL:		\$1,740.93

Beautification Committee-430

SC Daily Press	Candy Drop Ad	\$180.93
TOTAL:		\$180.93

Solid Waste -160

Abila	Municipal Water System	\$114.70
TOTAL:		\$114.70

GRAND TOTAL:		\$ 47,755.03
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Bayard Fire Department

Monthly Report

November 2022

Monthly Fire Calls: There were 3 fire calls for service in November.

11/6/2022: Dispatched to the corner of Peru and Polomski St. for an electrical wire on fire. Arrived on scene and found burnt wire on the pole.

11/7/2022: Dispatched to 100 Hurley Ave. for a smoke alarm going off. Arrived and found cooking hood was dirty and it set off alarm.

11/10/2022: Dispatched to Coffee St. for a vehicle that hit a gas meter.

Monthly EMS calls:

There were 30 reported EMS calls for the month of November.

<u>Bayard</u>	15 Calls
<u>Hurley</u>	10 Calls
<u>North Hurley</u>	5 Calls

November Training

Fire:

11/1/2022: Officer's meeting to cover the month of October and set the training for the November.

11/3/2022: Training consisted of SCBA training. Practical and Fire rescue.

11/17/2022: Training consisted of Truck and SCBA Inspections.

EMS:

11/15/2022: Training consisted of going over spinal injuries.

.

Equipment:

<u>Apparatus</u>	<u>Mileage</u>	<u>Engine Hours</u>
<u>Engine 1</u>	<u>8477.8</u>	<u>1179.2</u>
<u>Engine 2</u>	<u>14332.8</u>	<u>1199.4</u>
<u>Command 3</u>	<u>39311.3</u>	<u>3797</u>
<u>Mini</u>	<u>12724.5</u>	<u>1526.8</u>

Safety: No incidents reported this month.

Submitted by,

Juan Estrada

Bayard Fire Department

Secretary

Activity Report for Bayard Maintenance November 2022

#1) Replace yard hydrant at dog pound

Labor Charge: Adrian 6 hrs, David 6 hrs, Micaheal 3 hrs	\$347.31
Equipement Charge: Backhoe 3 hrs	\$195.00
Material Charge: 12ft 3/4" poly pipe (\$6.70), 3/4" Comp. Poly Adpt (51.14), 3/4" Brass Check Valve (\$22.99), Yard Hydrant (\$89.99), 1/8" Galv. Elbow (\$7.59), 3/4" Comp Valve (\$104.74), 3/4" Brass Nipple (\$5.89),	\$289.04
Total:	\$831.35

#2) Repair Leaks in well transmtion main

Labor Charge: Mark D. 6 hrs, William W 6 hrs, Adrian B. 6 Hrs, Micahe P. 6Hrs.	\$564.72
Equipement Charge: Backhoe 5.0Hrs, Dump Truck 1 Hrs	\$400.00
Material Charge: (2) 4" Repair Clamps (\$186.28), 4 Tons Crusher Fines (\$7.50/T)	\$401.56
Total:	\$1,366.28

#3) Service Line Repair Ruby St

Labor Charge: Mark 2Hrs, William 2Hrs	\$96.66
Equipement Charge: Backhoe 1Hr	\$65.00
Material Charge: (2) 3/4" IPS Comp. Coupling (\$64.44), 2ft 3/4" IPS Poly Pipe (\$1.12)	\$65.56
Total:	\$227.22

#4) Water Main Repair Ruby St

Labor Charge: Mark 5Hrs, William 6Hrs, David 6Hrs, Michael 6Hrs, Adrian 5Hrs	\$668.89
Equipement Charge: Backhoe 4Hr, Loader 2Hrs, Dump Truck 2Hrs	\$656.00
Material Charge: (2) 6" Hymax Repair Couplings (\$659.70), 4ft 6"PCVSCH 40 Pipe (\$15.00)	\$689.70
Total:	\$2,014.59

This is only a list of the non-routine activited that were done during this month. We stay busy doing the routine activities such as checking wells, checking pumps, cheaking sewer pumps, checking PRV's, working at the cemetery, taking water samples, checking the Little League, checking city parks, checking and servicing vehicles, doing meter turn-ons and turn-offs, checking on plugged sewers, and other customer concerns, checking on the clorine system, janitorial and being available for whatever proplems come along.

Save the Dates

■ Make your reservations!

La Fonda on the Plaza
January 31 - February 3, 2023



Traditional Room rate:

\$109.00 single/double occupancy + taxes & parking discount

Contact Hotel directly by January 9, 2023. For reservations call

800-523-5002, Option #1 or 505-982-5511, Option #1.

Group Code: 1059407 or Event: Grant County Prospectors.

■ Silver City Kick-off Party

Wednesday, January 25 at 5 p.m.

Dutch Treat at the Little Toad Brewery

■ Santa Fe — Logistics Meeting

Tuesday, January 31 at 5:30 p.m. - 6:30 p.m.

New Mexico Room, La Fonda.

Meeting provides Grant County Day agenda and details for all Prospectors and Presenters.

■ Grant County Day at the Legislature

Wednesday, February 1 at 8 a.m.

Rooms TBA, Roundhouse (*Attend Logistics Meeting for details*)

■ Grant County Day Legislative Reception

Wednesday, February 1 at 5:30 - 7:30 p.m.

La Fonda Ballroom

Check our site for updates:

grantcountyprospectors.org



NM Water & Wastewater Association
2023 68th Annual School
PRE-REGISTRATION FORM
January 23-26, 2023 (27) credits

NMWWA ANNUAL SCHOOL
January 23-26, 2023
Hotel Encanto de Las Cruces
705 Telshor Blvd.
Las Cruces, NM

Payment in full must accompany this registration form or it will NOT be processed. Please call 505-753-8840 for payment arrangements.

NAME: David Palomarez **OPERATOR ID# (NO SSN#):** 18815
ADDRESS: PO Box 57 **CITY:** Santa Clara **STATE:** NM **ZIP:** 88026
EMPLOYED BY: City of Bayard **OPERATOR CELL PHONE#:** 575-956-5259
E-MAIL ADDRESS (PERSONAL EMAIL REQUIRED): bayardmaint@cityofbayardnm.com
Are you a member of NMWWA: ☒ YES ☐ NO **CURRENTLY CERTIFIED:** ☒ YES ☐ NO

NOTE: Call (505) 753-8840 to confirm registration or email Caroline Sanchez at csmartinez@windstream.net or Rose at rtnmwwa@gmail.com. Note: Study guides will not be provided at the school. If you already have a water and / or wastewater study guide, please bring it with you to the school. Study guides are available online on the www.nmwwa.org website. Refunds apply ONLY if cancellations are received one week before the specified school - \$25 processing fee for all cancellations. (Classes: 8:00 – 5:00 Monday-Thursday). (27 Credits)

REGISTRATION FEES: (☒ what you are paying)

Member Fee: \$300 ☒
Non-Member Fee: \$350 ☐
Extra Banquet Ticket: \$40 ☐

NMWWA State & Section Dues: (if not yet paid):

☒ Form of payment:

Check: ☒ Active \$55 ☐
Corporate \$53 ☐
Associate \$50 ☐

Credit Card: ☐

TOTAL: 300.00

CLASSES:

Due to Covid and CDC Health Guidelines, space is limited.

You MUST ☒ the category of classes that you will be attending in order for this form to be complete. You may attend 1 or 2 categories of classes.

ENROLLMENT:

60 people	Basic Water (I – II & SS)	☒
60 people	Basic Wastewater (I – II & SS)	☒
40 people	Advanced Water (III – IV & SS)	☐
40 people	Adv. Wastewater (III – IV & SS)	☐
30 people	Workshops (III-IV)	☐

CATEGORY

Make check payable to:

N.M. Water & Wastewater Association
or pay online (fees apply)

Mail form & check to:

N.M. Water & Wastewater Association
P. O. Box 819
Española, NM 87532

Pre-Registration Deadline:

January 18, 2023

E-mail registration form to:

rtnmwwa@gmail.com

Accommodation Information:

Hotel Encanto de Las Cruces
705 South Telshor Blvd
Las Cruces, New Mexico 88011
Hotel: 575-522-4300
Reservations: 866-383-0443
Hotel Rate: \$98

(Mention you are with NM Water & Wastewater Assoc. to get the special rate)

[Click Here to Reserve NMWWA Rate](#)

12/7/22

I Larry Ojinaga. would like to be on
the Agenda for Dec. 12th, 2022 meeting.

City ordinance / concern

Larry Ojinaga

2023 HOLIDAY SCHEDULE

Monday, January 2, 2023 New Year's Day
Monday, January 16, 2023 Martin Luther King Day

Monday, February 20, 2023 President's Day

Friday, April 7, 2023 Spring Holiday
Monday, April 10, 2023 Spring Holiday

Monday, May 29, 2023 Memorial Day

Monday, June 19, 2023 Juneteenth

Tuesday, July 4, 2023 July 4th

Monday, September 4, 2023 Labor Day

Monday, October 9, 2023 Columbus Day

Friday, November 10, 2023 Veteran's Day

Thursday, November 23, 2023 Thanksgiving
Friday, November 24, 2023 Thanksgiving

Monday, December 25, 2023 Christmas

Bayard Council Meetings

January 9, 2023
January 23, 2023
February 13, 2023
February 27, 2023
March 13, 2023
March 27, 2023
April 10, 2023
April 24, 2023
May 8, 2023
May 22, 2023
June 12, 2023
June 26, 2023
July 10, 2023
July 24, 2023
August 14, 2023
August 28, 2023
September 11, 2023
September 25, 2023
October 10, 2023 Tuesday
October 23, 2023
November 13, 2023
November 27, 2023
December 11, 2023
December 26, 2023

LEGAL NOTICE – BAYARD CITY COUNCIL MEETINGS

The Bayard City Council will conduct work sessions at 5:30 p.m. and regular meetings at 6:00 p.m. at the Bayard City Hall, 800 Central Avenue, Bayard, NM 88023 on the following listed dates for the 2023 year:

January 9, 2023	February 13, 2023	March 13, 2023	April 10, 2023
January 23, 2023	February 27, 2023	March 27, 2023	April 24, 2023
May 8, 2023	June 12, 2023	July 10, 2023	August 14, 2023
May 22, 2023	June 26, 2023	July 24, 2023	August 28, 2023
September 11, 2023	October 10, 2023-Tuesday	November 13, 2023	December 11, 2023
September 25, 2023	October 23, 2023	November 27, 2023	December 26, 2023

Attendance of City Council members may be in person or virtually via Zoom.

Items on the agenda relate to old and new business matters. The agenda may be altered up to seventy-two (72) hours prior to the meeting; a copy of the Agenda in its entirety may be obtained at the City Hall Administrative Office during regular business hours by the Friday before the scheduled meeting date.

Closed Executive Session will be held pursuant to State Statutes 10-15-1 (H-2, H-7, and H-8) NMSA 1978 for limited personnel matters, pending or threatened litigation, and real property and water rights.

The public is invited to attend.

Any special meetings will be posted as a separate legal notice.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the city clerk at 800 Central Avenue (537-3327) at least one week prior to the meeting or as soon as possible.

Marlena Valenzuela, Deputy Clerk

City of Bayard Public Works



Tel: 575.537.5384
Fax: 575.537.5271

800 Central Ave.
Bayard NM, 88023

Email: bayardmaint@cityofbayardnm.com

November 28, 2022

Mayor and Members of The Council,

I am proposing to you the Mayor and City Council, to eliminate the weekend schedule. By doing this, this will give the maintenance department a full crew for a 5-day work week. As before, the maintenance department would be short one worker both a Thursday and a Friday, due to the weekend schedules regular days off. This is not including any other worker that has had the days approved prior. This will now make a work week Monday thru Friday, on-call Saturday and Sunday. The schedule for weekend will be on-call and would be the responsibility of the worker that is on-call for that week, based on an on-call schedule. The worker is required to come in for 2 hours on Saturday and Sunday. This time is used to check the PRV's, Booster Pumps, and the Oak St. lift station, simply due to the fact that not all of these are running off of SCADA and have to be manually checked for proper operations. These two hours each day are either Over Time or Comp Time the workers choice. After the two required hours the employee can return home and be on stand-by for any call. Every 90 minutes the on-call worker is to check for any messages left on the shop answering machine via the phone, (each worker is instructed on how to do this.) If the on-call employee needs any assistance with the original call out, the on-call worker is to call the supervisor immediately. The supervisor will call the employee next on the on-call scheduled for them to assist with the call out. The employee that is called in to assist the on-call employee he will receive call out pay. The on-call employee will be required to fill out a call out form kept at Maintenance Shop with the appropriate information for the call out. All call out are per:

Personnel Ordinance for the City of Bayard.

Section 12: Conditions of Employment

Subsection D: Call out Pay

On-call for the holidays would be as follows; The on-call employee will receive holiday pay for the hours not worked for that day, and will receive time and one half for the worked.

Example: On-call worker scheduled for Christmas Day will receive 8 hours holiday pay, if not called out. If the on-call employee is called out once during the 8-hour holiday, they complete the call out task in 2 hours they will receive 2 hours at time and one half, and 6 hours at holiday pay. This will apply for all Holiday's. The on-call worker will be required to have the on-call phone **575-912-0354** at all time during their scheduled on-call (*they do not need to have it during working hours*)

Sincerely,

Michael Paez
Bayard Public Works
Office: 575.537.5384
Cell: 575.590.1258
Email: bayardmaint@cityofbayardnm.com



Project Description

Community Solar: San Jose NM Solar LLC

San Jose NM Solar LLC community solar, owned by Ameresco Solar Land Holdings LLC, respectfully submits this project for review. We understand that a Conditional Use Permit (CUP), Interim Use Permit (IUP) or Special Use Permit (SUP) is not required by the city at this time, so we are submitting this information to simply inform the Bayard City Council of the project. The project will apply for a building permit through the state of New Mexico at the appropriate time as required by City regulations. The project is part of the new Community Solar Program of New Mexico enacted in 2021.

The Community Solar Program allows for the three largest utilities in the state to develop up to 5 megawatt (MW) solar facilities to increase renewable clean energy in the state. The program allows for 200MW to be installed. Each community solar facility will have subscribers. Each subscription will offer approximately 10% discount on the electricity bill. A 30% low-income carve out of subscriptions is part of the program. More information about the Community Solar Program of New Mexico: <https://www.nm-prc.org/utilities/community-solar/>. This is an exciting opportunity for the community to participate in community solar through subscriptions and the project will benefit the area economically through use of local labor and local services as well as community engagement.

The project will be located on land owned by Mr. Gavaldon and will be leased for the term of 25 years (per the NM Community Solar program). Please see preliminary site concept. The solar facility will be fully decommissioned at the end of 25 years. Part of the project lays within City of Bayard limits and the rest is in Grant County. Grant county has issued a letter to us stating that no there are no zoning or ordinance requirements and that no permits are required at this time (CUP, IUP or SUP). Grant County does require a building permit per state regulations, the same as City of Bayard which will be complied with.

We are requesting a letter from the City of Bayard that states that no there are no zoning or ordinance requirements and that no permits are required at this time (CUP, IUP or SUP). This is required documentation for our company to submit an application into the program.

Ameresco Solar Land Holdings LLC. | www.ameresco.com

701 Xenia Avenue South, Golden Valley, MN 55416 | 952-486-1538

San Jose NM Solar LLC

The solar facility will take approximately 19 acres of the 29-acre parcel.

Property Description

Parcel Number: 3-072-103-330-330

Situs Address: 504 Virginia St

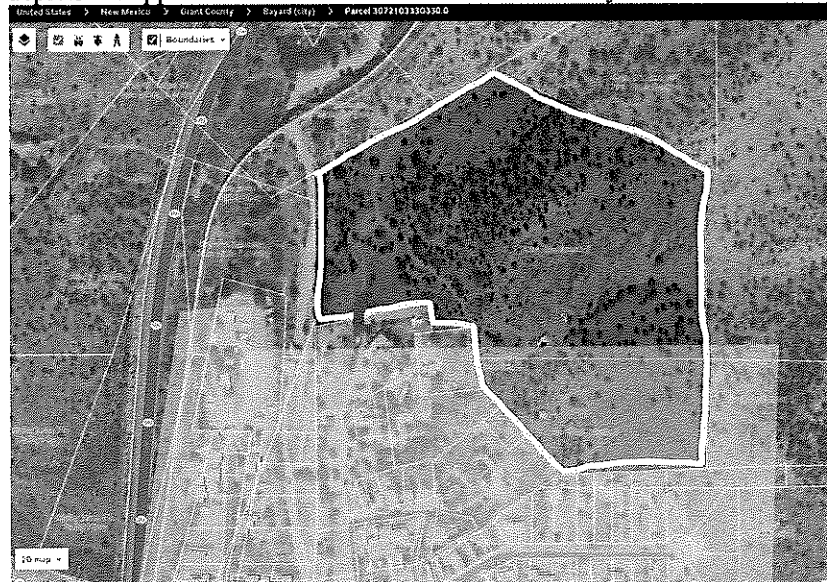
Legal Summary Quarter: SW S: 06 T: 18S R:12W PT

NEQSWQ PT SEQSWQ PT WHSEQ 74.822 AC, PROCESSED W/ REC DEED ERROR: ENCROACHMENT

Green area depicts City of Bayard limits.



The yellow outline below depicts the approximate location of the solar facility, using approximately 25 acres of the land. The solar facility will use PIN: 3072103330330 (Owned By Ernesto Gavaldon Trust). The green mark depicts the approximate location of the access driveway to be built over an existing driveway.



New Mexico is a state with more than 300 days of sunshine. Does it make sense that only 6.4% of our electricity is generated by the sun?

Together, we can change this story! With community-owned, operated, and generated renewable electricity, we can create a brighter future today and inspire communities around the world.

What is Local Choice Energy?

Local Choice Energy (LCE) legislation is a small but meaningful legal change that would let local governments and tribes generate or purchase renewable electricity and sell it to us at lower prices. Electricity would be transmitted in partnership with investor-owned utility companies (IOUs) on their grid, for a fee, and people living in the service area of a Local Choice Energy Provider would be able to choose to keep their existing service or change it.

Instead of sending profits to Wall Street, Local Choice Energy invests in the resiliency of our communities, providing more reliable, cheaper electricity, while creating local jobs and improving local economies. When Local Choice Energy becomes the law of the land, communities that want to create Local Choice Energy programs will be able to do so by passing municipal or county ordinances, or in the case of tribal government, through the tribal government process in place.

Why is Local Choice Energy good for New Mexico?

LCE (also sometimes called Community Choice Aggregation or CCA) is a proven approach that serves millions of people in more than 1300 communities in 10 states.

Communities served by community-owned electricity providers enjoy greater reliability and more resiliency.

Ratepayers served by community-owned electric utilities enjoy 15-20% lower rates nationally. In New Mexico, the average monthly residential bills of municipally-owned utilities are 25% less than investor-owned utilities like PNM, EPE, and SPS according to reports from the US Energy Information Administration.

Community-owned electricity providers are accelerating the transition to renewable energy. All communities in the U.S. that have achieved 100% renewable power are served by community-owned electricity providers.

LCE is local economic development, investing profits in local communities, creating jobs, and attracting businesses seeking renewable electricity at lower prices.

Passing LCE will make it easier for New Mexican communities to take advantage of once-in-a-lifetime funding forthcoming from the Inflation Reduction Act which is allocating an unprecedented \$385 billion in funding for clean energy production and addressing climate risk. These funds can be used to create the infrastructure needed for community-owned utilities and microgrids that will ensure the resiliency of our communities for decades to come.

LCE allows us to have local control of our electric generation and not be subject to out-of-state, out-of-country monopoly utility companies that provide us with the most expensive energy and take their profits out of New Mexico.

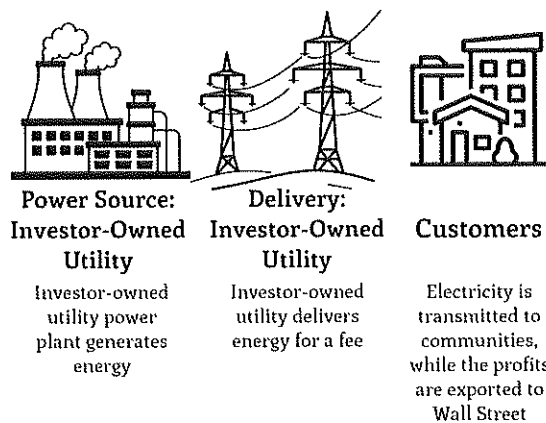
New Mexicans deserve choices.

73% of New Mexicans are served by three electric utilities (PNM, SPS/Xcel, EPE) that are owned by investors (IOUs), and under current law, New Mexicans aren't able to choose other electricity providers. The IOUs are required to make profits for their investors. Dirty fuels are more profitable, despite how destructive they are, and the IOUs are incentivized to use them for as long as they can. In 2021 PNM had just 10% solar in its energy portfolio. SPS had only 2% solar. EPE only had 5% renewable energy in 2020. With Local Choice Energy, we could empower our communities to be able to make better choices. We can create our renewable energy future, right here, right now, powered by our communities and the sun.

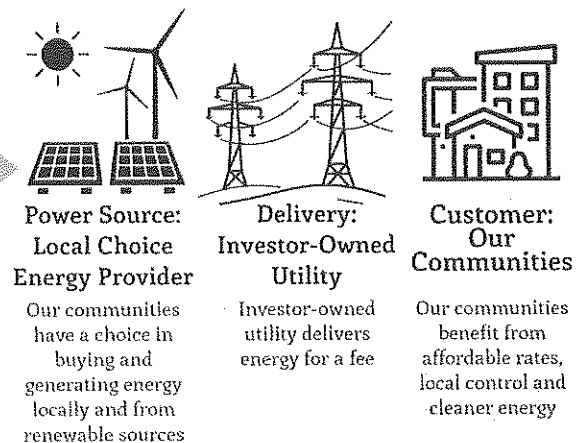
How is Local Choice Energy different from Community Solar?

Community Solar is limited in its reach: a maximum of 200MW statewide and 5MW per project. Local Choice Energy would allow communities to generate or purchase as much renewable energy as they need. (For comparison, the City of Santa Fe alone uses nearly 200 MW at its peak.) The financial benefits of Community Solar go to the private developer and subscribers of the project, whereas Local Choice Energy revenues benefit the local communities they serve and are reinvested back into local government budgets for community needs. Also, the IOUs are delaying the implementation of the Community Solar Act the legislature passed and the governor signed into law in 2021 through lawsuits, unfair billing proposals, proposed limitations, and other regulatory filings, because they fear that community-generated solar energy is a threat to their business. New Mexicans deserve more choices.

How Our Existing System Works



How Local Choice Energy Works



How can we get Local Choice Energy?

We need to pass a law in New Mexico in 2023 to bring Local Choice Energy to our communities. We're growing a grassroots movement across the state in order to do this, and you can join us. Sign up at publicpowernm.org, and help us by calling your legislators, county commissioners, mayors, councilors, and other community leaders to ask for their support. Help us spread the word and win!

Local Choice Energy is endorsed by:



new energy economy
Addressing the Climate Challenge
With Bold Solutions

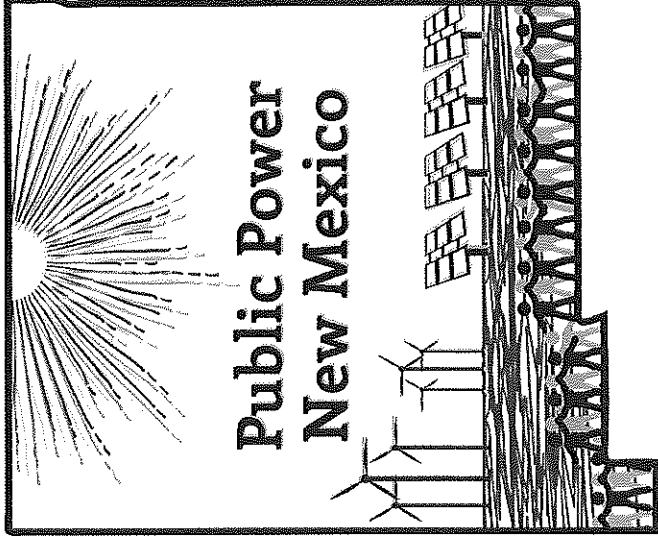


For more information and to get involved, visit publicpowernm.org

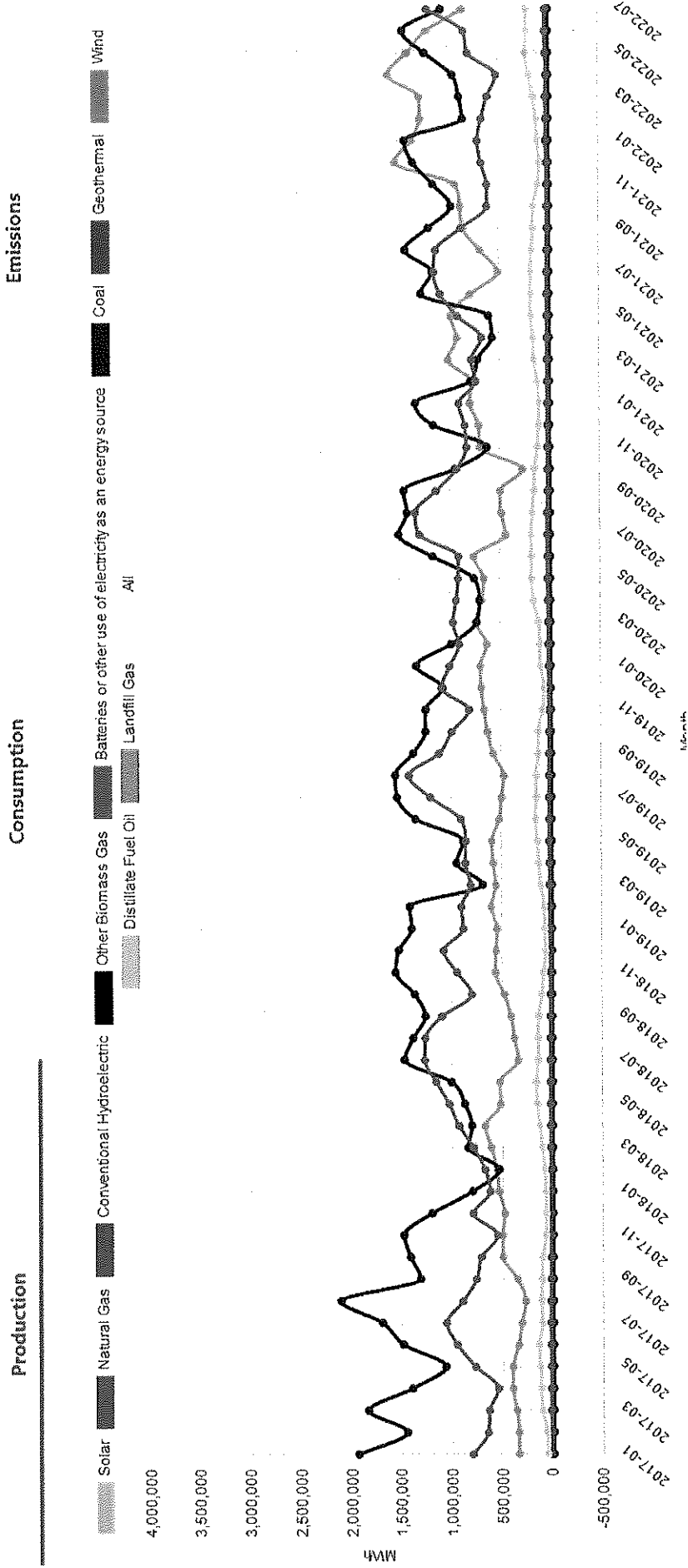
Local Choice Energy for New Mexico

A presentation on how Local Choice

Energy can empower our
communities to own and generate
our own renewable electricity, while
investing in local economies and
lowering our bills.



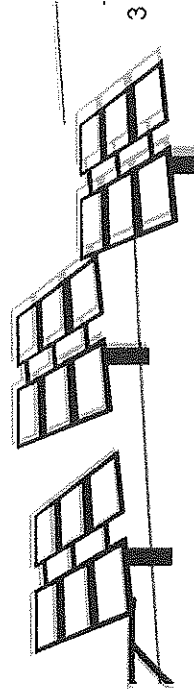
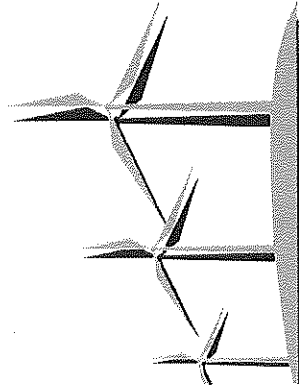
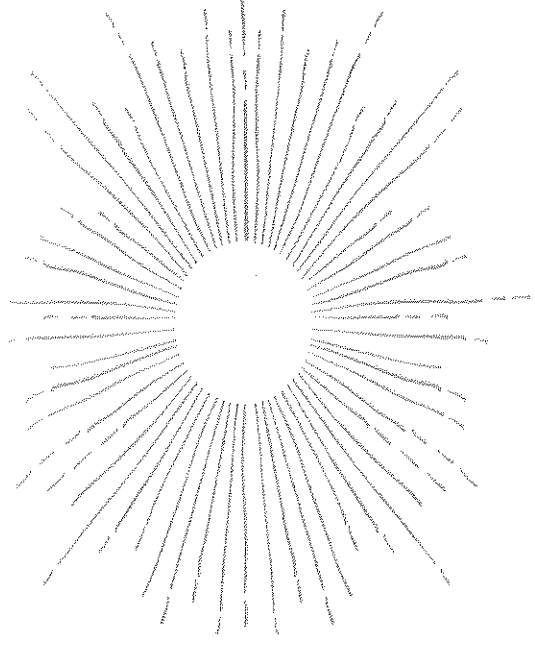
ew Mexico Electricity Fuel Mix



Source: findenergy.com

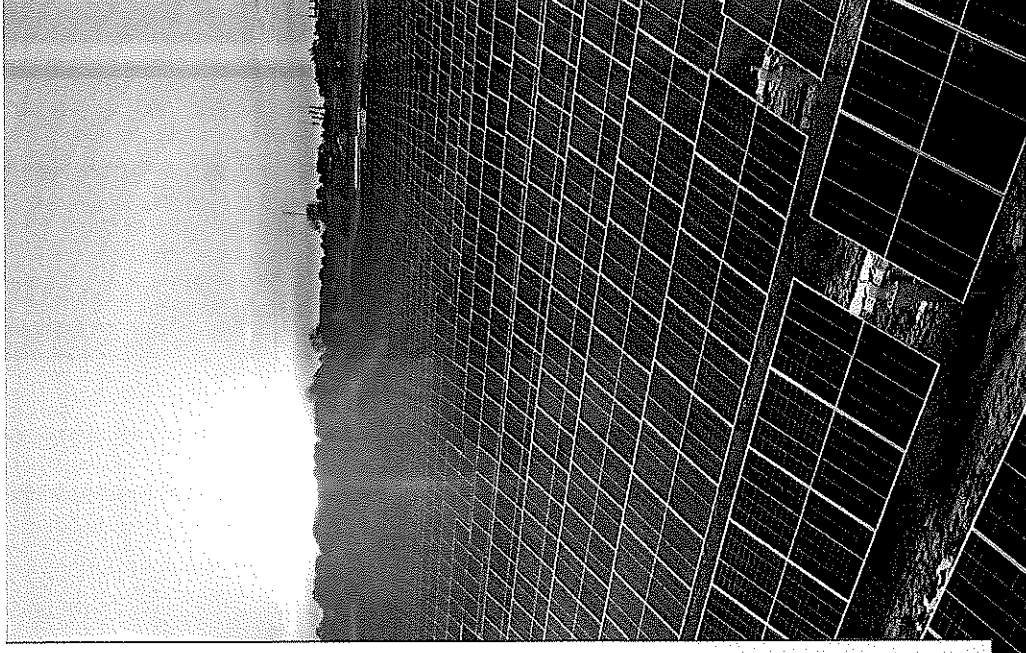
New Mexico is a state with more than 300 days of sunshine. Does it make sense that only 6.4% of all our electricity is generated by the sun?

Together, we can change this story! With community-owned, operated, and generated renewable electricity, we can create a brighter future today and inspire communities around the world.



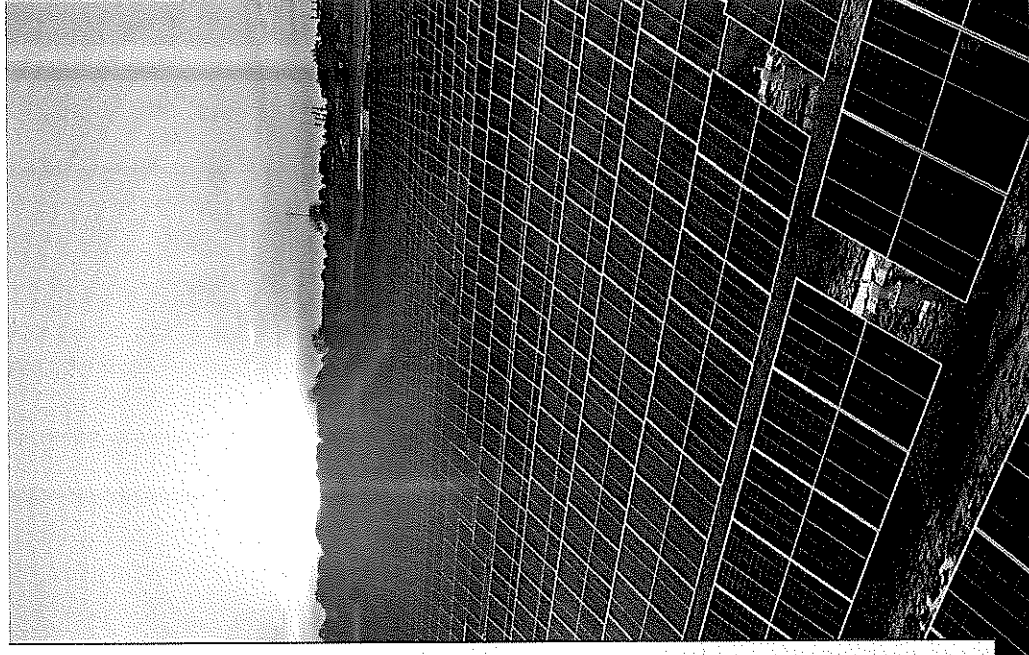
What does a community-owned electric provider look like?

- Community-owned, not-for-profit electric providers safely provide reliable, low-cost electricity to more than 49 million Americans.
- In contrast to the Investor Owned Utility (IOU) model, in which a private company holds a monopoly over electricity in their service area, community-owned electric providers do not exist for the purpose of shareholder profit, but rather to serve their local communities.
- Most community-owned electric providers are owned by cities and towns, but many are owned by counties, public utility districts, and even states.
- Community-owned electric providers are accelerating the transition to renewable energy



What community-owned electricity look like in New Mexico?

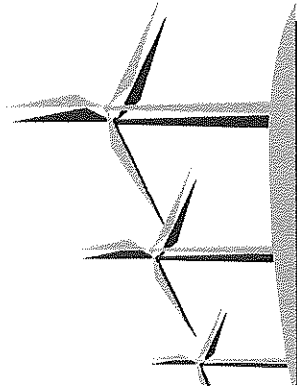
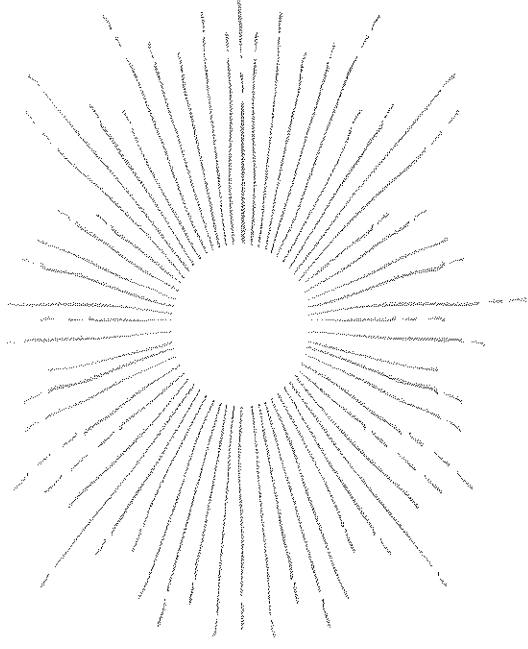
- New Mexico has seven municipally-owned electric providers, as well as three tribal electric providers, and 21 rural electric cooperatives that are member-owned and controlled.
- These community-owned electric providers frequently enjoy rates that are lower than rates paid by customers of investor-owned utilities.
- They also create local jobs and revenue streams that are local and empower our communities.



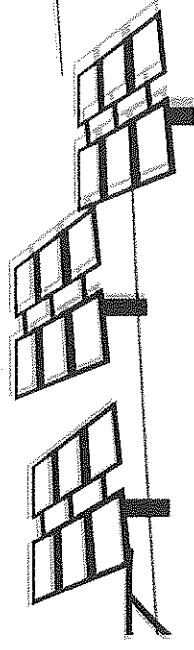
New Mexico Average Monthly Bill Comparisons

Ratepayers of New Mexico municipally-owned electric providers enjoy lower average monthly bills than ratepayers of investor-owned utilities and rural electric cooperatives.

- 25.25% lower residential bills than IOUs
- 13.78% lower commercial bills than IOUs
- 27.27% lower residential bills than co-ops
- 45.87% lower commercial bills than co-ops

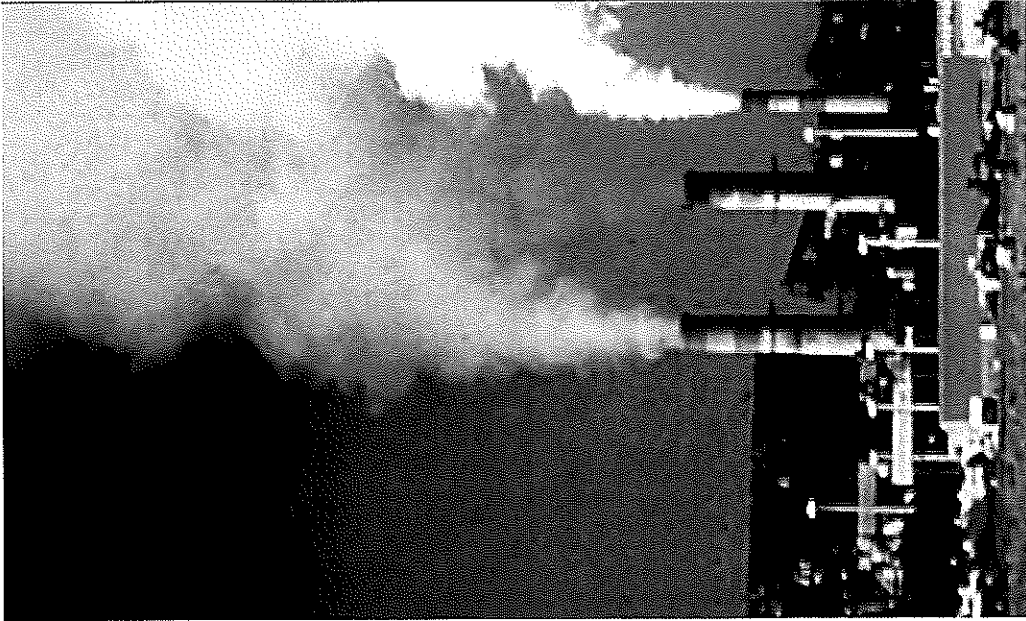


Source: U.S. Energy Information
Administration reports, data compiled
by findenergy.com



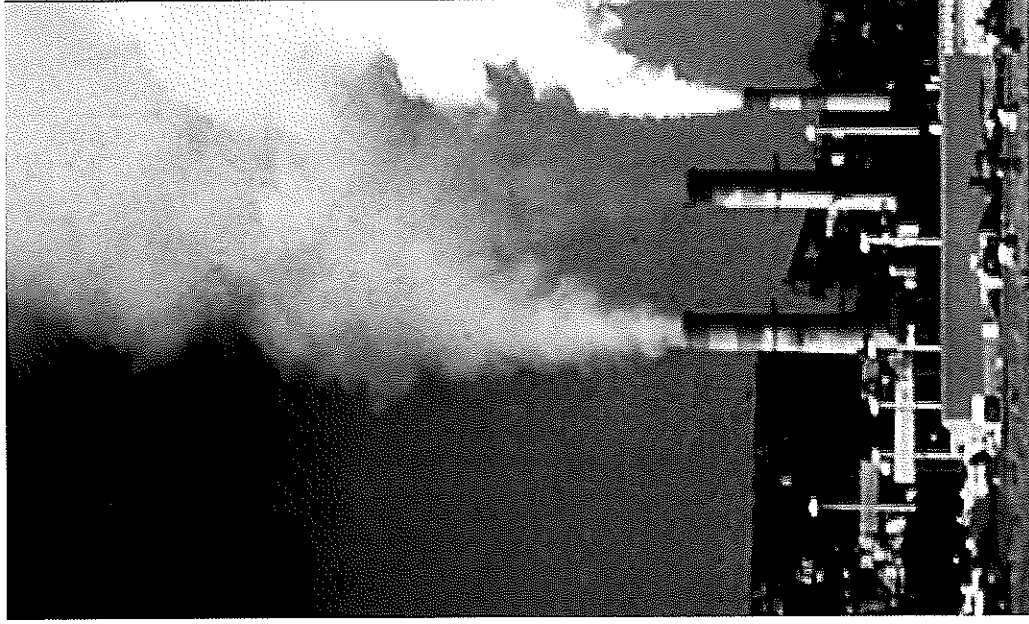
What are investor-owned utilities?

- Investor Owned Utilities (IOUs) are private, monopoly corporations that generate and distribute power to you, the electric customer, over their defined service territory.
- IOUs have monopoly control over what energy sources they use to provide consumers with electricity and how it is priced and distributed.
- The IOUs are required to make profits for their investors. Dirty fuels like coal, oil, gas, and nuclear are more profitable, despite how destructive they are, and the IOUs are incentivized to use them for as long as they can.
- The three IOU companies that serve 73% of New Mexico households are Public Service Company of New Mexico (PNM), El Paso Electric (EPE), and Southwestern Public Service Company (SPS) which is owned by Xcel energy

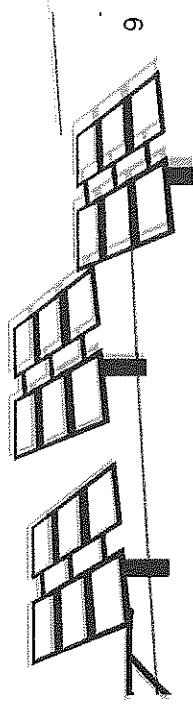
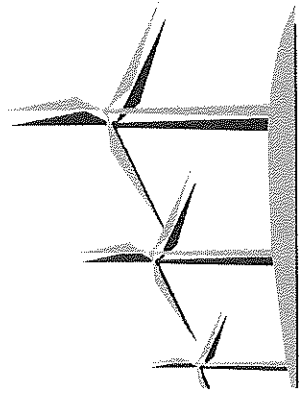
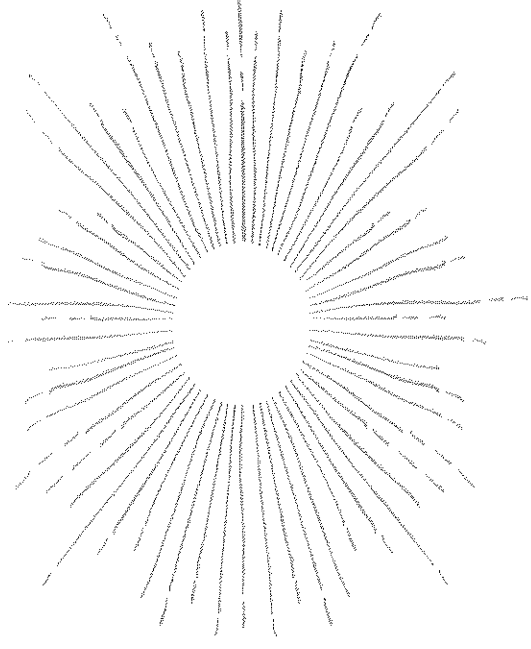


Investor-Owned Utilities Don't Want Community-Owned Renewable Energy

- IOUs are obstructing the transition to 100% renewables, which are cheaper, more efficient, resilient, and necessary to address climate change, because they make more money for their shareholders with dirty fuels.
- In 2021 PNM had just 10% solar in its energy portfolio. SPS had only 2% solar. EPE only had 5% renewable energy in 2020. These IOUs charge more than community-owned utilities, and they extracted more than \$280M from New Mexico in 2021.
- Community-owned electricity providers will provide energy for less, and can provide any type of electricity that the communities they serve want, including 100% renewable energy.

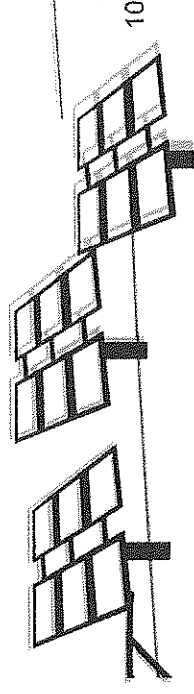
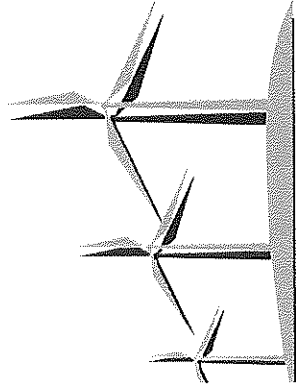
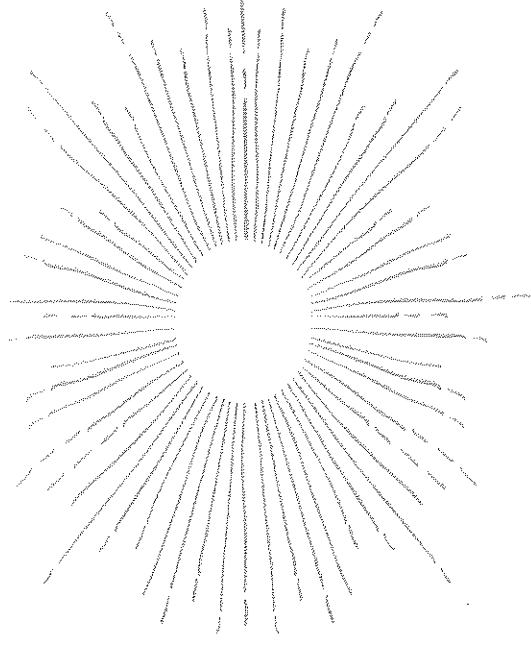


**. With Local Choice Energy, we
can empower our communities
to be able to make better
choices. We can create our
renewable energy future, right
here, right now, powered by our
communities and the sun.**



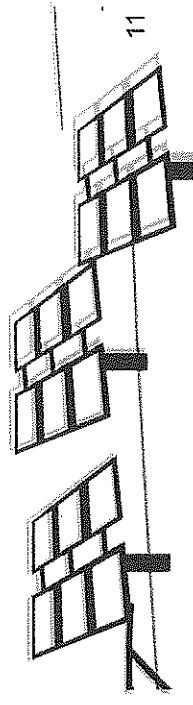
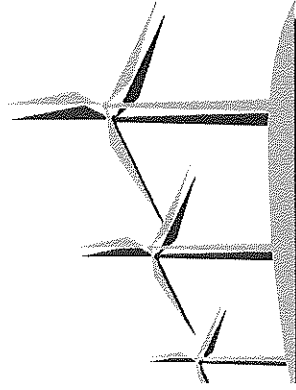
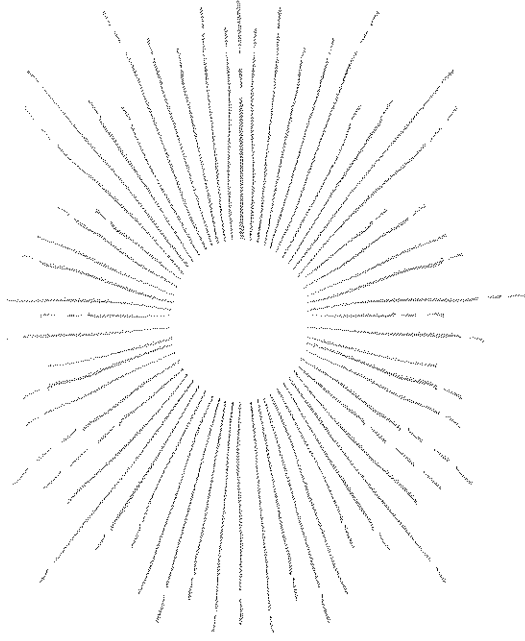
What is Local Choice Energy?

- Local Choice Energy (LCE) legislation is a small but meaningful legislative change that would let local governments and tribes generate or purchase renewable electricity and sell it to us at lower prices.
- Electricity would be transmitted in partnership with investor-owned utility companies (IOUs) on their grid, for a fee.
- People living in the service area of a Local Choice Energy Provider would be able to choose to keep their existing service or change it.

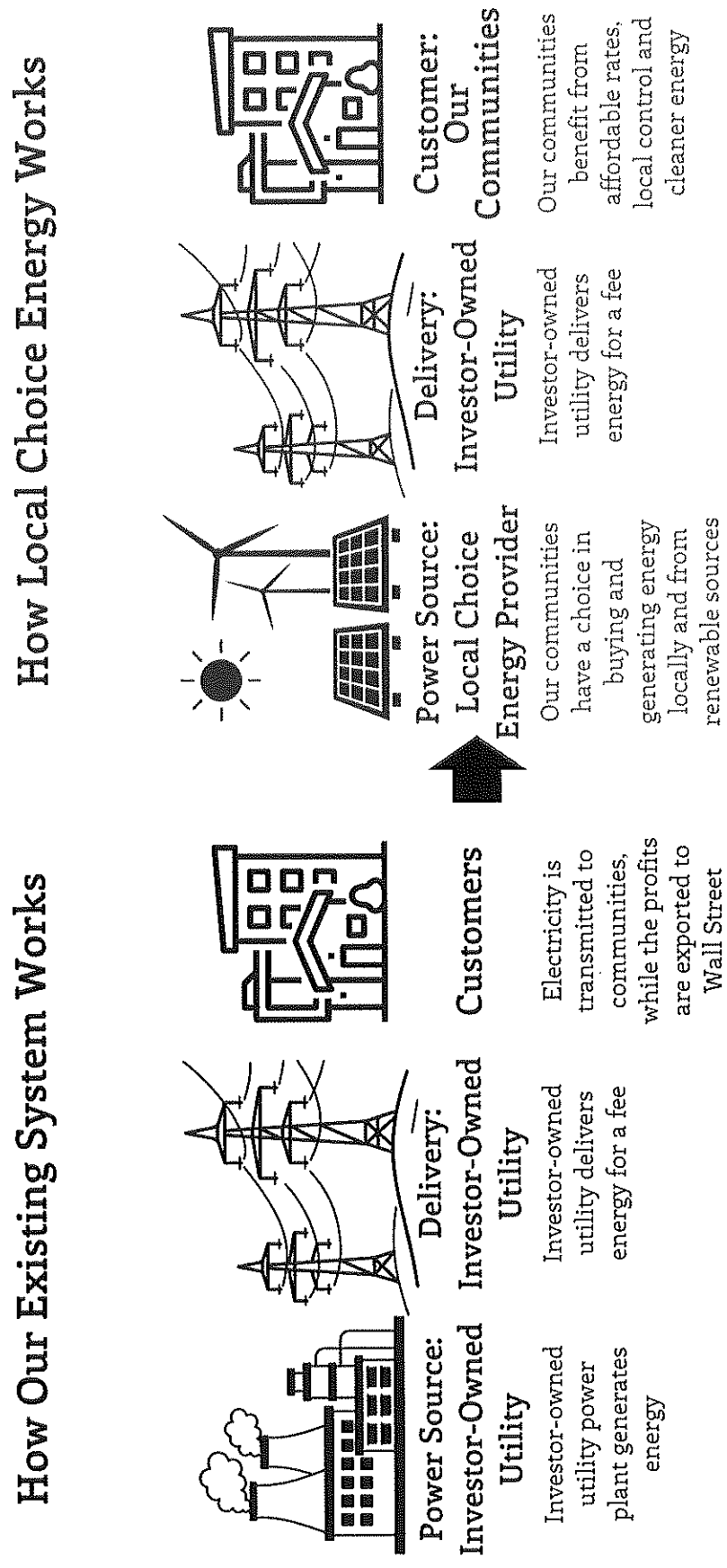


What is Local Choice Energy?

- Instead of sending profits to Wall Street, Local Choice Energy invests in the resiliency of our communities, providing more reliable, cheaper electricity, while creating local jobs and improving local economies.
- When Local Choice Energy becomes the law of the land, communities that want to create Local Choice Energy programs will be able to do so by passing municipal or county ordinances, or in the case of tribal government, through the tribal government process in place.
- Electricity would be transmitted in partnership with investor-owned utility companies (IOUs) on their grid, for a fee.

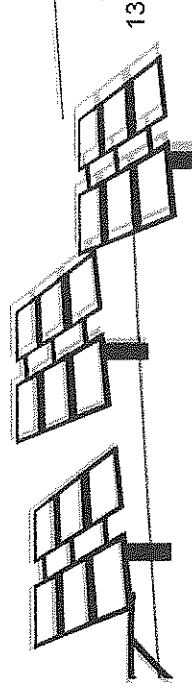
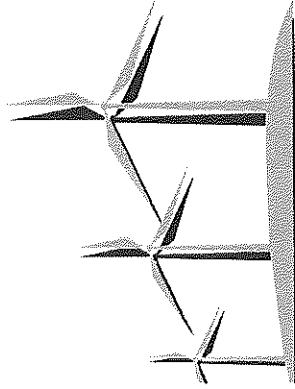
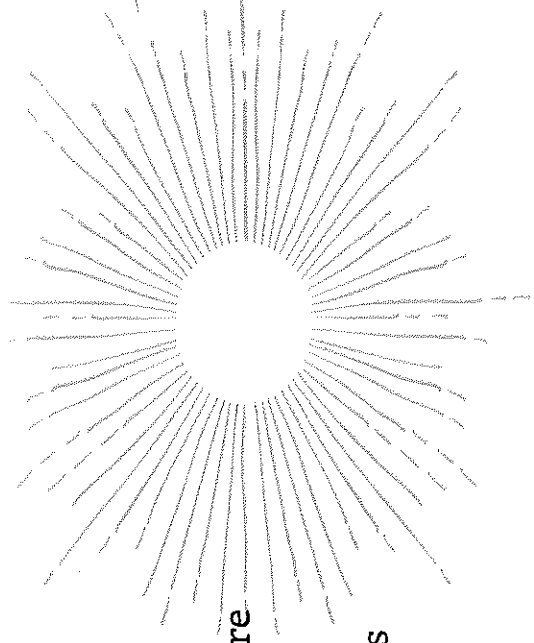


Local Choice Energy gives communities a choice in how their electricity is generated and priced.



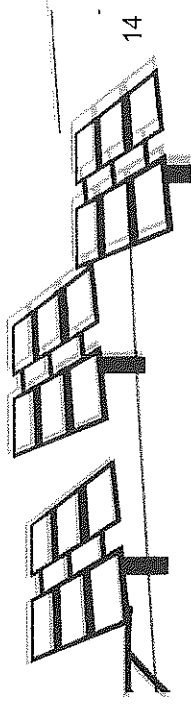
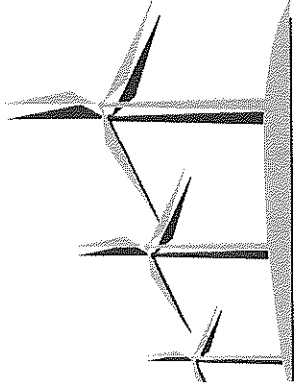
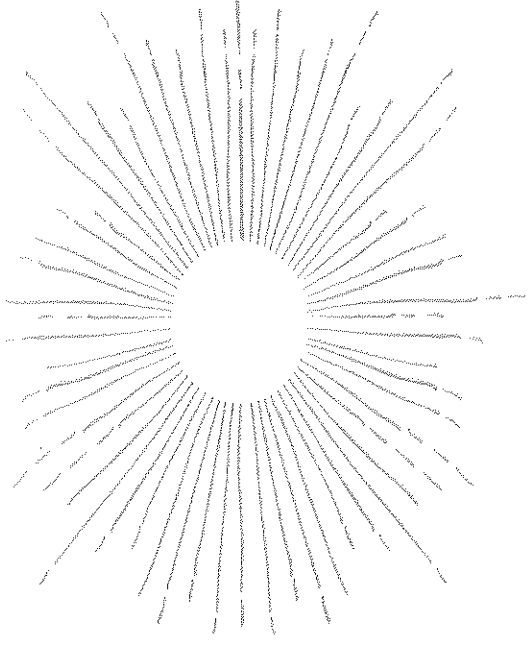
Why is Local Choice Energy good for New Mexico?

- LCE (also sometimes called Community Choice Aggregation or CCA) is a proven approach that serves millions of people in more than 1300 communities in 10 states.
- Communities served by community-owned electricity providers enjoy greater reliability and more resiliency.
- Ratepayers served by community-owned electric utilities enjoy 15-20% lower rates nationally. In New Mexico, the average monthly residential bills of municipally-owned utilities are 25% less than investor-owned utilities like PNM, EPE, and SPS according to reports from the US Energy Information Administration.



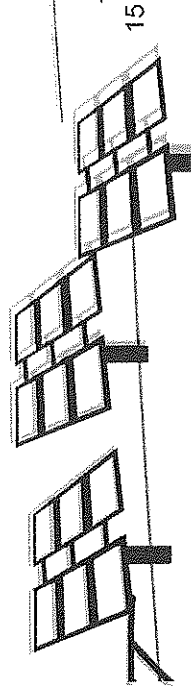
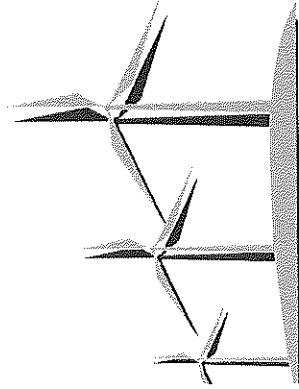
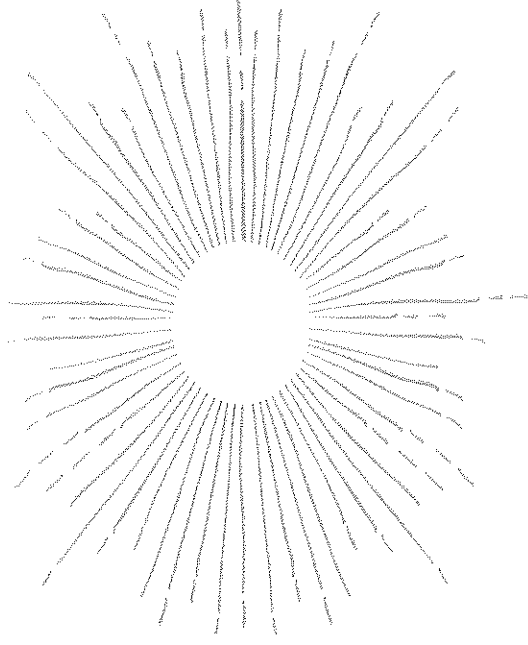
Why is Local Choice Energy good for New Mexico?

- Community-owned electricity providers are accelerating the transition to renewable energy. All communities in the U.S. that have achieved 100% renewable power are served by community-owned electricity providers.
- LCE is local economic development, investing profits in local communities, creating jobs, and attracting businesses seeking renewable electricity at lower prices.



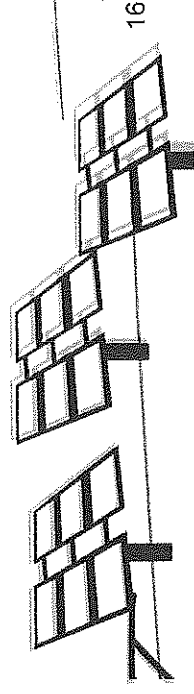
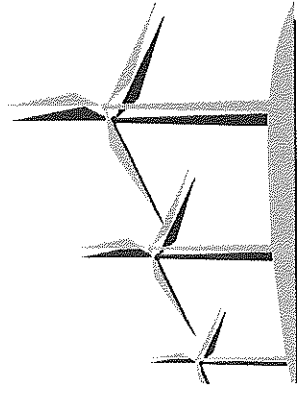
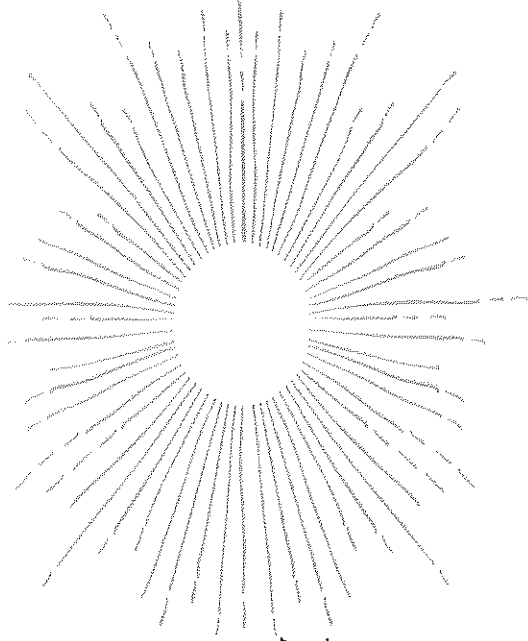
Why is Local Choice Energy good for New Mexico?

- Passing LCE will make it easier for New Mexican communities to take advantage of once-in-a-lifetime funding forthcoming from the Inflation Reduction Act which is allocating an unprecedented \$360 billion in funding for clean energy production and addressing climate risk. These funds can be used to create the infrastructure needed for community-owned utilities and microgrids that will ensure the resiliency of our communities for decades to come.
- LCE allows us to have local control of our electric generation and not be subject to out-of-state, out-of-country monopoly utility companies that provide us with the most expensive energy and take their profits out of New Mexico.

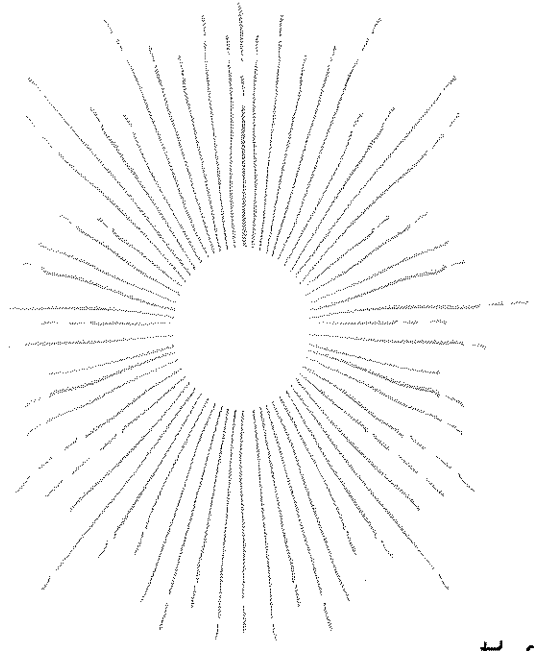


How is Local Choice Energy different from Community Solar?

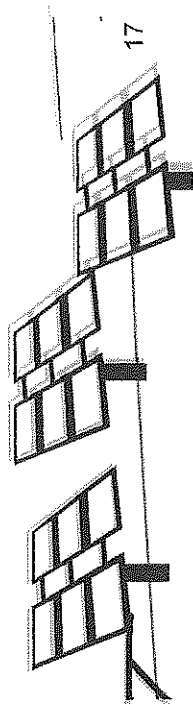
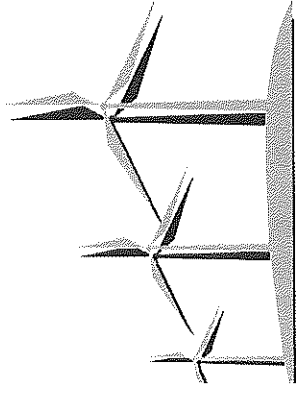
- Community Solar is limited in its reach: a maximum of 200MW statewide and 5MW per project. Local Choice Energy would allow communities to generate or purchase as much renewable energy as they need. (For comparison, the City of Santa Fe alone uses nearly 200 MW at its peak.)
- The financial benefits of Community Solar go to the private developer and subscribers of the project, whereas Local Choice Energy revenues benefit the local communities they serve and are reinvested back into local government budgets for community needs.



How is Local Choice Energy different from Community Solar?

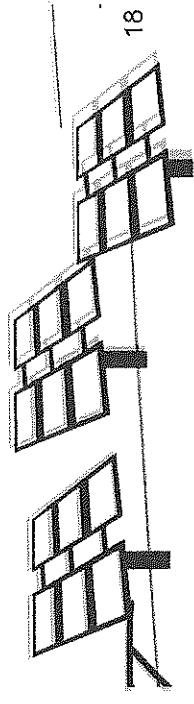
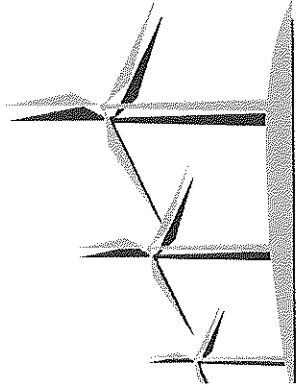
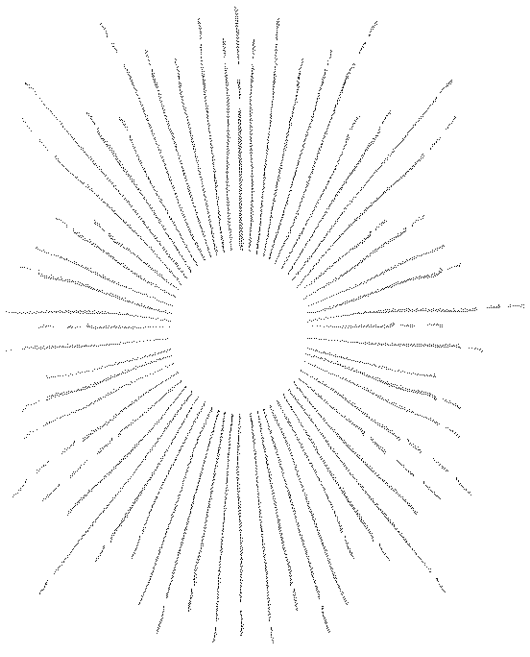


- Local Choice Energy is a platform that enables communities to use renewables and launch renewable programs, while community solar is just one program. For instance, a local choice energy provider could run a community solar program alongside an energy efficiency program and a community resilience microgrid program.
- The IOUs are delaying the implementation of the Community Solar Act the legislature passed and the governor signed into law in 2021 through lawsuits, unfair billing proposals, proposed limitations, and other regulatory flings, because they fear that community-generated solar energy is a threat to their business. New Mexicans deserve more choices.



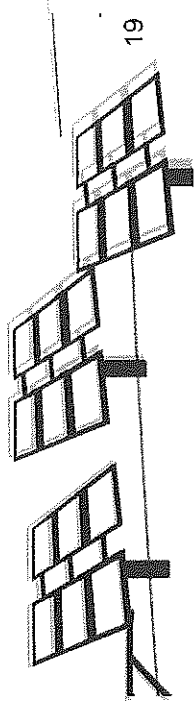
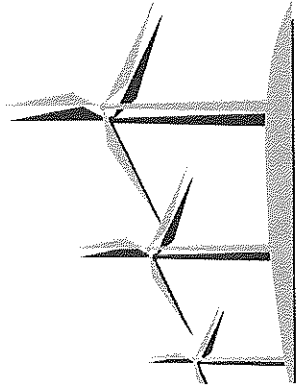
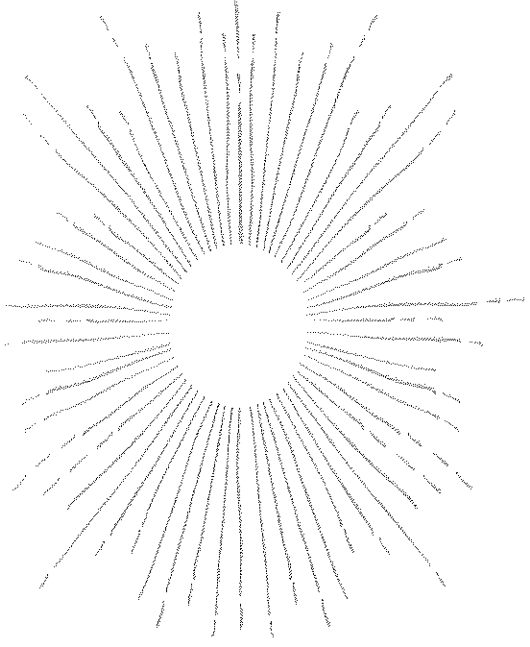
When Local Choice Energy is passed, how do communities become Local Choice Energy Providers?

- Feasibility/Technical Studies
- Ordinance/Tribal Government Process
- Provider within jurisdiction or regional provider through Joint Powers Agreement
- Planning: business plan, timeline, funding, operating rules/procedures
- Implementation Plan filed with the PRC
- Notices to customers
- RFPs for outside services



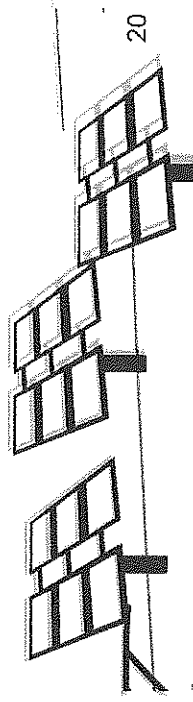
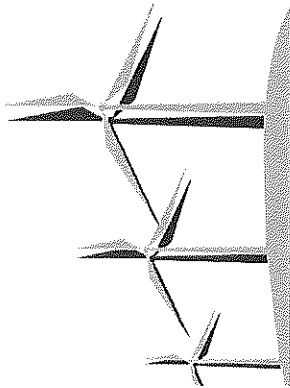
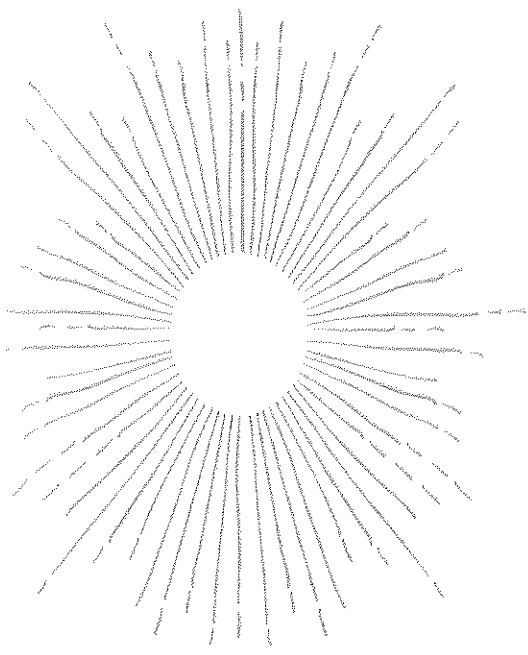
How can we get Local Choice Energy?

- We need to pass a law in New Mexico in 2023 to bring Local Choice Energy to our communities.
- We're growing a grassroots movement across the state in order to do this, and you can join us!
- Sign up at **publicpowernm.org**, and help us by calling your legislators, county commissioners, mayors, councilors, and other community leaders to ask for their support. Help us spread the word and win!



Thank you!

**Learn more and get involved at
publicpowernm.org!**



Non-Binding Letter of Intent
Freeport-McMoRan Chino Inc. and the Town of Bayard
Bayard Regional Wastewater Treatment Plant

Background

Bayard intends to obtain federal, state or other grant funding to assist with the construction of certain improvements to the Bayard Regional Wastewater Treatment Plant (WWTP) for purposes of increasing its capacity and assuring its ability to meet applicable regulatory and permit requirements. This grant funding is expected to require a cash match of approximately 20%, the cost of which would likely be absorbed by residents and businesses in the Mining District.

Freeport-McMoRan Chino Inc. (Chino)

- | | |
|--------------------------|---|
| Grant Funding - | Chino is willing to provide Grant funds up to one million dollars (\$1,000,000) to facilitate the completion of infrastructure improvement projects to satisfy, in whole or in part, the cash match requirement for grant funding provided by the state or federal government. This funding will be provided in exchange for a right of first refusal for Chino's use of the effluent produced by the WWTP. |
| Timing - | The one million dollars in Grant funds will be disbursed over three years, conditioned on project milestones to be mutually agreed upon by the parties. |
| Effluent- | The WWTP produces treated effluent which is currently transported to Chino's tailings facility for disposal. Infrastructure improvements may enable the WWTP to produce additional and/or higher-quality effluent to be able to be utilized in certain applications under applicable regulations. |
| Right of First Refusal - | In the event infrastructure improvements are completed and the WWTP produces and makes available effluent, Chino shall have a right of first refusal for all such available quantities of effluent. |

Bayard

- | | |
|------------------------------|---|
| Infrastructure Improvements- | Bayard will be responsible for all aspects of securing grant funding, administering the grant(s), and completing grant funded infrastructure improvement projects within three (3) years of the conclusion of the Colonias Design Project currently underway. If Bayard is unable to move forward to secure grant funding or complete infrastructure improvements, Chino's Grant funding will be revoked. |
|------------------------------|---|

The conditions of this Term Sheet are contingent upon the completion of the Grant County Regional Water Project initiated by the local governments. Both parties agree to work together and cooperatively to effectuate the terms included in this Term Sheet.

Randy B. Ellison
General Manager
Freeport-McMoRan Chino Inc.

Date

The Honorable Chon Fierro
Mayor, City of Bayard

Date

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

CITY OF BAYARD RESOLUTION NO. 27-2022

Water System Improvements CIF-5747

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY," OR THE "LENDER/GRANTOR") AND THE CITY OF BAYARD (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$127,400, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGN OF WATER SYSTEM IMPROVEMENTS, INCLUDING A NEW BACKUP POWER SYSTEM FOR THE EXISTING WELL FIELDS, NEW SCADA IMPROVEMENTS, AND NEW PRESSURE REDUCING VALVES (PRVS) TO REPLACE EXISTING PRVS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF \$12,740 SOLELY FROM NET SYSTEM REVENUES AND ACCEPTANCE OF A GRANT AMOUNT OF \$114,660; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the CIB is a public body duly organized and created under and pursuant to the laws of the State of New Mexico (the "State"), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, (the "Colonias Infrastructure Act" or the "Act"); and

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1, through 6-21-31, as amended (the "Finance Authority Act"); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the "Fund") in the Finance Authority, to be administered by the Finance Authority to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, the Borrower/Grantee is a community that is a Colonia within the meaning of Act; and

WHEREAS, the Borrower/Grantee submitted an application dated [Date of Application] for the Project; and

WHEREAS, the CIB has determined that the Project is a Qualified Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 24, 2022 recommended to the Finance Authority that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the Finance Authority enter into and administer the Loan/Grant Agreement; and

WHEREAS, the Finance Authority approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 23, 2022; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee that the Borrower/Grantee enter into an Agreement with the Lender/Grantor to borrow \$12,740 from the Lender/Grantor and to accept a grant in the amount of \$114,660 from the Lender/Grantor to finance the costs of design of water system improvements, including a new backup power system for the existing well fields, new SCADA improvements, and new Pressure Reducing Valves (PRVs) to replace existing PRVs, this project being more particularly described in the Term Sheet; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Local Match and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public they serve that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the CIB or the Finance Authority or a debt or pledge of the full faith and credit of the Borrower/Grantee, the CIB, the Finance Authority or the State; and

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

WHEREAS, the Governing Body hereby determines that the Local Match is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Resolution unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Resolution including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms not defined herein shall have the meaning given them by the Loan/Grant Agreement.

“Agreement” or “Loan/Grant Agreement” means the Loan/Grant Agreement and any amendments or supplements thereto, including the Exhibits attached thereto.

“Authorized Officers” means, any one or more of the Mayor, Clerk/Treasurer and Deputy Clerk of the Borrower/Grantee.

“Borrower/Grantee” means the City of Bayard in Grant County, New Mexico.

“CIB” means the Colonias Infrastructure Board created by the Act.

“Closing Date” means the date of execution of the Loan/Grant Agreement by the Borrower/Grantee and the Finance Authority.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly Bayard.

“Colonias Infrastructure Project Fund” or “Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Completion Date” means the date of final payment of the cost of the Project.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by the Loan/Grant Agreement, in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and constructing the Project, and, without limitation, Eligible Legal Costs and Eligible Fiscal Agent Fees.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the qualified project, in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

“Finance Authority” means the New Mexico Finance Authority.

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

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Finance Authority establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the City Council of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall equal 90% of the amount disbursed not to exceed \$114,660.

“Gross Revenues” has the meaning given to that term in the Loan/Grant Agreement.

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

“Lender/Grantor” means the Finance Authority.

“Loan” or “Loan Amount” means 10% of the amount disbursed to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$12,740.

“Loan/Grant” or “Loan/Grant Amount” means the amount provided to the Borrower/Grantee as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project. The value of the Loan/Grant shall not equal more than \$127,400.

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is \$12,740.

“Loan Payments” means, collectively, the Principal Component (defined in the Loan/Grant Agreement) and interest, if any, to be paid by the Borrower/Grantee as payment of the Loan/Grant Agreement as shown on Exhibit “C” to the Loan/Grant Agreement.

“Net System Revenues” means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” has the meaning given to that term in the Loan/Grant Agreement.

“Pledged Revenues” means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Payments pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

“Policies” means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

“Project” means the project described in the Term Sheet.

“Project Account” means the book account, if any, established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a capital outlay project recommended by the CIB to the Finance Authority for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“State” means the State of New Mexico.

“System” means the joint water and sewer utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired, which is thirty (30) years.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public they serve.

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

A. The Project is needed to meet the needs of the Borrower/Grantee and the public they serve.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Local Match is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The Lender/Grantor shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has title to or easements or rights of way on the real property upon which the Project is being constructed or located.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$114,660 and borrowing the Loan Amount of \$12,740 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$114,660 and the Loan shall be in the amount of \$12,740. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement, as presented at the meeting of the Governing Body, at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Deputy Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds; Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the Finance Authority and further approves of the deposit or crediting of a portion of the Loan/Grant Amount to pay expenses. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Colonias Infrastructure Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. CIB and Finance Authority Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article V of the Loan/Grant Agreement. Neither the CIB nor the Finance Authority shall in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount directly from the Pledged Revenues to the Finance Authority as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually

authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

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

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

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and Deputy Clerk of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

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

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

City of Bayard
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 27-2022, duly adopted and approved by the City Council of City of Bayard on December 12, 2022. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Deputy Clerk, at 800 Central Avenue, Bayard, New Mexico 88023.

The title of the Resolution is:

CITY OF BAYARD
RESOLUTION NO. 27-2022

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY," OR THE "LENDER/GRANTOR") AND THE CITY OF BAYARD (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$127,400, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGN OF WATER SYSTEM IMPROVEMENTS, INCLUDING A NEW BACKUP POWER SYSTEM FOR THE EXISTING WELL FIELDS, NEW SCADA IMPROVEMENTS, AND NEW PRESSURE REDUCING VALVES (PRVS) TO REPLACE EXISTING PRVS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF \$12,740 SOLELY FROM NET SYSTEM REVENUES AND ACCEPTANCE OF A GRANT AMOUNT OF \$114,660; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

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

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 12TH DAY OF DECEMBER, 2022.

CITY OF BAYARD, GRANT COUNTY, NEW
MEXICO

By _____
Chon S. Fierro, Mayor

ATTEST:

Marlena Valenzuela, Deputy Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

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

Those Voting Aye:

Those Voting Nay:

Those Absent:

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

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

CITY OF BAYARD, GRANT COUNTY, NEW
MEXICO

By _____
Chon S. Fierro, Mayor

ATTEST:

Marlena Valenzuela, Deputy Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO

)

) ss.

COUNTY OF GRANT

)

I, Marlena Valenzuela, the duly qualified and acting Deputy Clerk of the City of Bayard, New Mexico (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the 800 Central Avenue, Bayard, New Mexico 88023, on December 12, 2022 at the hour of 6:00 p.m., insofar as the same relate to the adoption of Resolution No. 27-2022 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 2-2022, adopted and approved on January 24, 2022, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of January, 2023.

CITY OF BAYARD, GRANT COUNTY, NEW MEXICO

By _____
Marlena Valenzuela, Deputy Clerk

6487381

EXHIBIT "A"

Notice of Meeting, Meeting Agenda and Minutes, if available.

Also Present:

Thereupon, there were officially filed with the Deputy Clerk copies of a proposed Resolution and Colonias Infrastructure Project Fund Loan/Grant Agreement in final form, the proposed Resolution being as hereinafter set forth:

[Remainder of page intentionally left blank.]

**CITY OF BAYARD
RESOLUTION NO. 28-2022**

Bayard, Sewer System Improvement CIF-5748

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY," OR THE "LENDER/GRANTOR") AND THE CITY OF BAYARD (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$121,300, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGN OF SEWER SYSTEM IMPROVEMENTS, INCLUDING A NEW LIFT STATION, NEW GRAVITY SEWER MAIN, NEW FORCE MAIN, NEW SCADA, CONTROLS AND ELECTRICAL SYSTEMS, AND NEW BACKUP DIESEL GENERATOR, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF \$12,130 SOLELY FROM NET SYSTEM REVENUES AND ACCEPTANCE OF A GRANT AMOUNT OF \$109,170; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the CIB is a public body duly organized and created under and pursuant to the laws of the State of New Mexico (the "State"), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, (the "Colonias Infrastructure Act" or the "Act"); and

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1, through 6-21-31, as amended (the "Finance Authority Act"); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the "Fund") in the Finance Authority, to be administered by the Finance Authority to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, the Borrower/Grantee is a community that is a Colonia within the meaning of Act; and

WHEREAS, the Borrower/Grantee submitted an application dated March 2, 2022 for the Project; and

WHEREAS, the CIB has determined that the Project is a Qualified Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 24, 2022 recommended to the Finance Authority that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the Finance Authority enter into and administer the Loan/Grant Agreement; and

WHEREAS, the Finance Authority approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 23, 2022; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee that the Borrower/Grantee enter into an Agreement with the Lender/Grantor to borrow \$12,130 from the Lender/Grantor and to accept a grant in the amount of \$109,170 from the Lender/Grantor to finance the costs of design of sewer system improvements, including a new lift station, new gravity sewer main, new force main, new SCADA, controls and electrical systems, and new backup diesel generator, this project being more particularly described in the Term Sheet; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Local Match and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public they serve that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the CIB or the Finance Authority or a debt or pledge of the full faith and credit of the Borrower/Grantee, the CIB, the Finance Authority or the State; and

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

WHEREAS, the Governing Body hereby determines that the Local Match is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Resolution unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Resolution including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms not defined herein shall have the meaning given them by the Loan/Grant Agreement.

“Agreement” or “Loan/Grant Agreement” means the Loan/Grant Agreement and any amendments or supplements thereto, including the Exhibits attached thereto.

“Authorized Officers” means, any one or more of the Mayor, Clerk/Treasurer and Deputy Clerk of the Borrower/Grantee.

“Borrower/Grantee” means the City of Bayard in Grant County, New Mexico.

“CIB” means the Colonias Infrastructure Board created by the Act.

“Closing Date” means the date of execution of the Loan/Grant Agreement by the Borrower/Grantee and the Finance Authority.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly Bayard.

“Colonias Infrastructure Project Fund” or “Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Completion Date” means the date of final payment of the cost of the Project.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by the Loan/Grant Agreement, in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and constructing the Project, and, without limitation, Eligible Legal Costs and Eligible Fiscal Agent Fees.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the qualified project, in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

“Finance Authority” means the New Mexico Finance Authority.

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

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Finance Authority establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the City Council of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall equal 90% of the amount disbursed not to exceed \$109,170.

“Gross Revenues” has the meaning given to that term in the Loan/Grant Agreement.

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

“Lender/Grantor” means the Finance Authority.

“Loan” or “Loan Amount” means 10% of the amount disbursed to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$12,130.

“Loan/Grant” or “Loan/Grant Amount” means the amount provided to the Borrower/Grantee as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project. The value of the Loan/Grant shall not equal more than \$121,300.

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is \$12,130.

“Loan Payments” means, collectively, the Principal Component (defined in the Loan/Grant Agreement) and interest, if any, to be paid by the Borrower/Grantee as payment of the Loan/Grant Agreement as shown on Exhibit “C” to the Loan/Grant Agreement.

“Net System Revenues” means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” has the meaning given to that term in the Loan/Grant Agreement.

“Pledged Revenues” means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Payments pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

“Policies” means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

“Project” means the project described in the Term Sheet.

“Project Account” means the book account, if any, established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a capital outlay project recommended by the CIB to the Finance Authority for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“State” means the State of New Mexico.

“System” means the joint water and sewer utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired, which is thirty (30) years.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public they serve.

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

A. The Project is needed to meet the needs of the Borrower/Grantee and the public they serve.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Local Match is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The Lender/Grantor shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has title to or easements or rights of way on the real property upon which the Project is being constructed or located.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$109,170 and borrowing the Loan Amount of \$12,130 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$109,170 and the Loan shall be in the amount of \$12,130. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement, as presented at the meeting of the Governing Body, at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Deputy Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds; Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the Finance Authority and further approves of the deposit or crediting of a portion of the Loan/Grant Amount to pay expenses. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Colonias Infrastructure Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. CIB and Finance Authority Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article V of the Loan/Grant Agreement. Neither the CIB nor the Finance Authority shall in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount directly from the Pledged Revenues to the Finance Authority as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually

authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

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

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

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and Deputy Clerk of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

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

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

City of Bayard
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 28-2022, duly adopted and approved by the City Council of the City of Bayard, New Mexico on December 12, 2022. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Deputy Clerk, at 800 Central Avenue, Bayard, New Mexico 88023.

The title of the Resolution is:

CITY OF BAYARD
RESOLUTION NO. 28-2022

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY," OR THE "LENDER/GRANTOR") AND THE CITY OF BAYARD (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$121,300, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGN OF SEWER SYSTEM IMPROVEMENTS, INCLUDING A NEW LIFT STATION, NEW GRAVITY SEWER MAIN, NEW FORCE MAIN, NEW SCADA, CONTROLS AND ELECTRICAL SYSTEMS, AND NEW BACKUP DIESEL GENERATOR, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF \$12,130 SOLELY FROM NET SYSTEM REVENUES AND ACCEPTANCE OF A GRANT AMOUNT OF \$109,170; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

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

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 12TH DAY OF DECEMBER, 2022.

CITY OF BAYARD, GRANT COUNTY, NEW
MEXICO

By _____
Chon S. Fierro, Mayor

ATTEST:

Marlena Valenzuela, Deputy Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

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

Those Voting Aye:

Those Voting Nay:

Those Absent:

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

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

CITY OF BAYARD, GRANT COUNTY, NEW
MEXICO

By _____
Chon S. Fierro, Mayor

ATTEST:

Marlena Valenzuela, Deputy Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO

)

) ss.

COUNTY OF GRANT

)

I, Marlena Valenzuela, the duly qualified and acting Deputy Clerk of the City of Bayard, New Mexico (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the 800 Central Avenue, Bayard, New Mexico 88023, on December 12, 2022 at the hour of 6:00 p.m., insofar as the same relate to the adoption of Resolution No. _____ and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 2-2022, adopted and approved on January 24, 2022, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of January, 2023.

CITY OF BAYARD, GRANT COUNTY, NEW MEXICO

By _____
Marlena Valenzuela, Deputy Clerk

6505055

EXHIBIT "A"

Notice of Meeting, Meeting Agenda and Minutes, if available.

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. 28-2022 OF THE CITY COUNCIL
OF THE CITY OF BAYARD, GRANT COUNTY, NEW MEXICO
DECEMBER 12, 2022

STATE OF NEW MEXICO)
) ss.
COUNTY OF GRANT)

The City Council (the "Governing Body") of the City of Bayard, New Mexico (the "Borrower/Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 800 Central Avenue, Bayard, New Mexico 88023, being the meeting place of the Governing Body for the meeting held on the 12th day of December, 2022, at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor:

City Council:

Absent:

Also Present:

Thereupon, there were officially filed with the Deputy Clerk copies of a proposed Resolution and Colonias Infrastructure Project Fund Loan/Grant Agreement in final form, the proposed Resolution being as hereinafter set forth:

[Remainder of page intentionally left blank.]

Wastewater System Improvements CIF-5749

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY," OR THE "LENDER/GRANTOR") AND THE CITY OF BAYARD (THE "BORROWER/GRANTEE"), FOR THE BENEFIT OF BAYARD, HURLEY, AND SANTA CLARA, IN THE TOTAL AMOUNT OF \$100,000, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF PLANNING AND PRELIMINARY DESIGN OF WASTEWATER SYSTEM IMPROVEMENTS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF \$10,000 SOLELY FROM NET SYSTEM REVENUES AND ACCEPTANCE OF A GRANT AMOUNT OF \$90,000; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the CIB is a public body duly organized and created under and pursuant to the laws of the State of New Mexico (the "State"), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, (the "Colonias Infrastructure Act" or the "Act"); and

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1, through 6-21-31, as amended (the "Finance Authority Act"); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the "Fund") in the Finance Authority, to be administered by the Finance Authority to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, there exists within the boundaries of the Borrower/Grantee, Bayard, Hurley and Santa Clara, communities that have been designated as Colonias within the meaning of the Act; and

WHEREAS, the Borrower/Grantee will be receiving the Loan/Grant for the benefit of the Colonias and the public they serve; and

WHEREAS, the Borrower/Grantee submitted an application dated March 2, 2022 for the Project; and

WHEREAS, the CIB has determined that the Project is a Qualified Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 24, 2022 recommended to the Finance Authority that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant for the benefit of the Colonias and the CIB has recommended that the Finance Authority enter into and administer the Loan/Grant Agreement; and

WHEREAS, the Finance Authority approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 23, 2022; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee that the Borrower/Grantee enter into an Agreement with the Lender/Grantor to borrow \$10,000 from the Lender/Grantor and to accept a grant in the amount of \$90,000 from the Lender/Grantor to finance the costs of planning and preliminary design of wastewater system improvements, this project being more particularly described in the Term Sheet; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Local Match and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee, the Colonias and the constituent public they serve that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the CIB or the Finance Authority or a debt or pledge of the full faith and credit of the Borrower/Grantee, the CIB, the Finance Authority or the State; and

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

WHEREAS, the Governing Body hereby determines that the Local Match is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Resolution unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Resolution including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms not defined herein shall have the meaning given them by the Loan/Grant Agreement.

“Agreement” or “Loan/Grant Agreement” means the Loan/Grant Agreement and any amendments or supplements thereto, including the Exhibits attached thereto.

“Authorized Officers” means, any one or more of the Mayor, Clerk/Treasurer and Deputy Clerk of the Borrower/Grantee.

“Borrower/Grantee” means the City of Bayard in Grant County, New Mexico.

“CIB” means the Colonias Infrastructure Board created by the Act.

“Closing Date” means the date of execution of the Loan/Grant Agreement by the Borrower/Grantee and the Finance Authority.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonias of Bayard, Hurley and Santa Clara.

“Colonias Infrastructure Project Fund” or “Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Completion Date” means the date of final payment of the cost of the Project.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by the Loan/Grant Agreement, in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and constructing the Project, and, without limitation, Eligible Legal Costs and Eligible Fiscal Agent Fees.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the qualified project, in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

“Finance Authority” means the New Mexico Finance Authority.

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

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Finance Authority establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the City Council of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall equal 90% of the amount disbursed not to exceed \$90,000.

“Gross Revenues” has the meaning given to that term in the Loan/Grant Agreement.

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

“Lender/Grantor” means the Finance Authority.

“Loan” or “Loan Amount” means 10% of the amount disbursed to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$10,000.

“Loan/Grant” or “Loan/Grant Amount” means the amount provided to the Borrower/Grantee as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project. The value of the Loan/Grant shall not equal more than \$100,000.

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is \$10,000.

“Loan Payments” means, collectively, the Principal Component (defined in the Loan/Grant Agreement) and interest, if any, to be paid by the Borrower/Grantee as payment of the Loan/Grant Agreement as shown on Exhibit “C” to the Loan/Grant Agreement.

“Net System Revenues” means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” has the meaning given to that term in the Loan/Grant Agreement.

“Pledged Revenues” means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Payments pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

“Policies” means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

“Project” means the project described in the Term Sheet.

“Project Account” means the book account, if any, established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a capital outlay project recommended by the CIB to the Finance Authority for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“State” means the State of New Mexico.

“System” means the joint wastewater utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired, which is thirty (30) years.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee, the Colonias and the public they serve.

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

A. The Project is needed to meet the needs of the Borrower/Grantee, the Colonias and the public they serve.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient

and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Local Match is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The Lender/Grantor shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has title to or easements or rights of way on the real property upon which the Project is being constructed or located.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$90,000 and borrowing the Loan Amount of \$10,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$90,000 and the Loan shall be in the amount of \$10,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement, as presented at the meeting of the Governing Body, at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Deputy Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds; Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the Finance Authority and further approves of the deposit or crediting of a portion of the Loan/Grant Amount to pay expenses. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Colonias Infrastructure Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. CIB and Finance Authority Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article V of the Loan/Grant Agreement. Neither the CIB nor the Finance Authority shall in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount directly from the Pledged Revenues to the Finance Authority as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually

authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

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

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

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and Deputy Clerk of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

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

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

City of Bayard
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 29-2022, duly adopted and approved by the City Council of the City of Bayard, New Mexico on December 12, 2022. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Deputy Clerk, at 800 Central Avenue, Bayard, New Mexico 88023.

The title of the Resolution is:

CITY OF BAYARD
RESOLUTION NO. 29-2022

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY," OR THE "LENDER/GRANTOR") AND THE CITY OF BAYARD (THE "BORROWER/GRANTEE"), FOR THE BENEFIT OF BAYARD, HURLEY, AND SANTA CLARA, IN THE TOTAL AMOUNT OF \$100,000, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF PLANNING AND PRELIMINARY DESIGN OF WASTEWATER SYSTEM IMPROVEMENTS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF \$10,000 SOLELY FROM NET SYSTEM REVENUES AND ACCEPTANCE OF A GRANT AMOUNT OF \$90,000; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

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

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 12TH DAY OF DECEMBER, 2022.

CITY OF BAYARD, GRANT COUNTY, NEW
MEXICO

By _____
Chon S. Fierro, Mayor

ATTEST:

Marlena Valenzuela, Deputy Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

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

Those Voting Aye:

Those Voting Nay:

Those Absent:

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

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

CITY OF BAYARD, GRANT COUNTY, NEW
MEXICO

By _____
Chon S. Fierro, Mayor

ATTEST:

Marlena Valenzuela, Deputy Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO

)

) ss.

COUNTY OF GRANT

)

I, Marlena Valenzuela, the duly qualified and acting Deputy Clerk of the City of Bayard, New Mexico (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the 800 Central Avenue, Bayard, New Mexico 88023, on December 12, 2022 at the hour of 6:00 p.m., insofar as the same relate to the adoption of Resolution No. _____ and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 2-2022, adopted and approved on January 24, 2022, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of January, 2023.

CITY OF BAYARD, GRANT COUNTY, NEW MEXICO

By _____
Marlena Valenzuela, Deputy Clerk

6505055

EXHIBIT "A"

Notice of Meeting, Meeting Agenda and Minutes, if available.

Thereupon, there were officially filed with the Deputy Clerk copies of a proposed Resolution and Colonias Infrastructure Project Fund Loan/Grant Agreement in final form, the proposed Resolution being as hereinafter set forth:

[Remainder of page intentionally left blank.]

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

City of Bayard

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

CITY OF BAYARD

RESOLUTION 30-2022

DISTRIBUTING CORONAVIRUS STATE & LOCAL AMERICAN RESCUE PLAN RECOVERY FUNDS TO PAY FOR PREMIUM PAY FOR ESSENTIAL WORKERS

WHEREAS, the City of Bayard Mayor and Councilors ("Governing Body") met in a regular meeting on December 12, 2022 at 5:30 PM in the City of Bayard Council Chambers, 800 Central Avenue, Bayard NM 88023; and,

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order"; and,

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

WHEREAS, the 10th Amendment to the Constitution for the United States is clear when stating, "The powers not delegated to the United States by the Constitution, nor prohibited by it to the states, are reserved to the States respectively, or to the people []"; and,

WHEREAS, the states and their political subdivisions, the municipalities, have derived specific and reserved powers from the 10th Amendment of the Constitution for the United States, referred to as police powers of the State; and,

WHEREAS, under the 10th Amendment and subsequent state authorization, the municipalities have the duty to pass laws and regulations to protect the safety, health, welfare and morals for the benefit of their communities; and,

WHEREAS, the Governing Body, has a fiduciary responsibility under its statutory police powers to protect the health, safety and welfare of its residents, and the City reserves the right to take whatever actions necessary to do so; and,

WHEREAS, The American Rescue Plan has made available \$350 billion for eligible state, local, territorial and tribal governments to respond to the COVID-19 emergency and bring back jobs; and,

WHEREAS, the Coronavirus State and Local Fiscal Recovery Funds ("Fiscal Recovery Funds") provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery; and,

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

WHEREAS, the Governing Body affirms that all eligible persons employed by City of Bayard ("City employees"), due to the small size of labor force, regularly engage in a wide variety of job duties, cross training and back-up other City employees, so the end result is all eligible City employees are deemed essential workers; and,

WHEREAS, the Governing Body desires to utilize the Fiscal Recovery Funds to distribute premium pay to all eligible City employees to pay these essential workers for the elevated health risks they face and continue to face during the public health emergency; and,

WHEREAS, all eligible City employees work in person, engaging in daily interactions with the public involving public utilities, maintenance or repair of public works, police and fire protection, and therefore each are deemed critical to protect the health and well-being of residents of the City of Bayard; and,

WHEREAS, the interim Final rule states: "(c) Providing Premium Pay to Eligible Workers. A recipient may use funds to provide premium pay to eligible workers of the recipient who perform essential work or to provide grants to eligible employers, provided that any premium pay or grants provided under this paragraph (c) must respond to eligible workers performing essential work during the COVID-19 public health emergency. A recipient uses premium pay or grants provided under this paragraph (c) to respond to eligible workers performing essential work during the COVID-19 public health emergency if it prioritizes low-and moderate-income persons. The recipient must provide, whether for themselves or on behalf of a grantee, a written justification to the Secretary of how the premium pay or grant provided under this paragraph (c) responds to eligible workers performing essential work if the premium pay or grant would increase an eligible worker's total wages and remuneration above 150 percent of such eligible worker's

residing State's average annual wage for all occupations or their residing county's average annual wage, whichever is higher; and,

WHEREAS, the Governing Body has approved a fixed budget amount of \$19,000.00 from ARPA funds for premium pay; and,

NOW THEREFORE, be it resolved by the Governing Body of the City of Bayard that the following program rules shall apply:

1. Ineligible Employees – Elected officials are exempt for premium pay. Volunteer Fire Fighters and any City employee hired after December 1, 2022 is exempt from this premium pay distribution.
2. Defining of Essential Worker - That all full-time and part-time City of Bayard employees are defined as essential workers for the purpose of distributing Fiscal Recovery Funds as set forth below.
3. Award of Premium Pay – Subject to availability of Fiscal Recovery Funds in the budgeted amount of \$19,000.00 each full-time employee shall receive a One-Time, Non-Recurring lump sum payment that is based on anticipated direct and indirect exposure to COVID-19, as well as their existing base pay. To be eligible employees must work over 100 hours (full-time employees, non-probationary), over 50 hours (part-time employees and probationary status), from November 5, 2022 through December 2, 2022. No payments distributed pursuant to this resolution shall be for services already provided to a City employee nor shall anything contained herein be construed as giving retroactive effect to the distribution of Fiscal Recovery Funds, as it is the express intent of this resolution to issue premium pay for services to be provided to City of Bayard in the future. There shall be no deduction of employment benefits, from any award of premium pay, but applicable taxes will be withheld.
4. Any employee who is separated from employment prior to his/her completion of the designated hours shall be ineligible for premium pay.
5. Premium Pay Shall be Distributed as Follows on the December 23, 2022 payroll distribution.

Position	Premium Pay	Lump Sum Amount (Maximum)
Full Time / Non-Probationary		\$1,000.00
Part-Time / Non-Probationary		\$500.00

PASSED, APPROVED, AND ADOPTED THIS 12th DAY OF DECEMBER, 2022, by the Governing Body of the City of Bayard, Grant County, New Mexico.

Chon Fierro
Mayor

ATTEST:

Marlena Valenzuela
Deputy Clerk

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

City of Bayard

City of Bayard
Resolution 31-2022

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

City of Bayard SUPPORTS NEW MEXICO LEGISLATIVE ACTION TO ADVANCE AFFORDABLE CLEAN ENERGY in the upcoming 2023 Legislative Session

WHEREAS the **City of Bayard** understands the need for renewable energy and that its storage is among the cleanest sources of energy with which New Mexican residences and businesses can power its establishments to achieve better air quality and reduce greenhouse gas pollution; and;

WHEREAS, the **City of Bayard**, like many state and local governments in New Mexico, are aware and are beginning to reduce our greenhouse gas emissions through implementing energy efficiency, waste reduction, recycling, water conservation, fleet efficiency and renewable energy production in our Water Treatment facilities and operations; and

WHEREAS, the **City of Bayard**, we want to encourage and work with the State of New Mexico, other counties, Native American Pueblos, Tribes, and Nations, and local governments to continue to prioritize the reduction of greenhouse gas emissions; and

WHEREAS, the City of Bayard, the New Mexico State Legislature, New Mexican counties, Native American Pueblos, Tribes, and Nations, and local governments have significant opportunities to provide incentives and resources to reduce greenhouse gas emission, and;

WHEREAS, the City of Bayard, proposes Local Choice Energy Act (LCE) will allow for our expansion of renewable energy generation, municipal aggregation of energy demand, and procurement; and

WHEREAS, City of Bayard, supports the LCE stimulates local wealth creation, will increase our revenue for the City of Bayard and our investments in our infrastructure, lowers costs for high quality energy, give our community and residents in Grant County a choice in how we generate and purchase energy, supports innovation and resiliency, and creates jobs; and

WHEREAS, the City of Bayard, the LCE will enable our and municipality to leverage unprecedented federal funds forthcoming from the Inflation Reduction Act and the Justice40 initiative by making it easier for us to create municipal utilities to manage microgrid and renewable energy projects; and

WHEREAS millions of people in the United States are already served by local choice energy providers known as Community Choice Aggregates (CCAs) in thousands of communities in ten states; and;

WHEREAS, A community, like the City of Bayard, served by one of these providers may enjoy utility rates that are 15-20% lower than what they would pay investor-owned utilities; and

WHEREAS CCAs utilize renewable energy and are a key part of reducing our carbon footprint; and

WHEREAS CCAs are a proven powerful tool that involves the partnership of utilities, developers, community groups, local governments, state governments, and other industry actors in fulfilling objectives to meet carbon neutrality goals, catalyze community resilience safety and greater security, create impactful technology and infrastructure, generate more community wealth, and advance community benefits; and

WHEREAS, many CCA communities have developed programs that prioritize the empowerment of low-income residents in their transition to clean energy. For example, in 2021, some New York CCA communities participated in Community Distributed Generation ("CDG") projects. These projects enabled participating CCAs to automatically serve close to 100% of low-income residents in their locality with solar CDG bill credits; and

WHEREAS, CCA communities have demonstrated many success stories since first being implemented in Massachusetts in the mid-1990s, including their ability to deliver on renewable power investment, replicate and scale, while targeting climate and Justice40 goals, and;

WHEREAS, the Local Choice Energy Act advances the environmental sustainability goals of **City of Bayard**, including carbon neutrality, ecological resilience, economic vitality, quality of life, and social equity.

THAT the **City of Bayard, Deputy City Clerk** will send a letter to each member of our state legislative delegation as well as the Governor with this request and a copy of this Resolution as ultimately approved by the City of Bayard and ensure that this request is included in our legislative requests for the 2023 Legislative Session.

NOW, THEREFORE, Beit Resolved THAT the **CITY OF BAYARD** supports legislation adopting Local Choice Energy this 12th Day of December 2022.

Chon Fierro, Mayor
Raul Villanueva, Mayor Pro-tem
Eloy Medina, City Councilor
Frances Gonzales, City Councilor
Jose Diaz, City Councilor