



**City of Bayard**  
**CITY COUNCIL REGULAR MEETING**  
February 12, 2024 at 5:30 PM  
Bayard City Hall

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**MINUTES**

**CALL TO ORDER:** John L. Ojinaga

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENT**

Mayor John L. Ojinaga

Councilor Eloy Medina

Councilor Frances Gonzales

Councilor Eloy Gonzales

Other in attendance were Jesus Perez, Joan Perez, Dolores Charon, Jade Wilson, Chuck Gray, Nick Sable, Gilbert Ortiz, Delilah Chavez, Trevor Jensen, Judy Diaz, Bobby Terrazas, Michael Paez, Frank Gomez, Jose Diaz, Cody Dove, Gabriel Ramos, and Tanya Ortiz.

**APPROVAL OF THE AGENDA**

Motion made by Councilor E. Gonzales, Seconded by Councilor F. Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Gonzales

**PUBLIC INPUT**

Chuck Grey submitted a letter of interest for the vacant city councilor and he stated he did put his best foot forward for the position.

**CONSENT AGENDA**

Motion made by Councilor Gonzales, Seconded by Councilor Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Gonzales

1. Approval of Accounts Payable Report for February 5, 2024.
2. Approval of Library Report for January 2024
3. Approval of Fire department Report. Cody Dove.

4. Approval of Wastewater Treatment Plant Report, January 2024
5. Approval of Robert Ruiz attend NM Rural Water Association school. April 16-April18 in Albuquerque NM.
6. Approval of the minutes for Special Meeting on January 30, 2024
7. Approval of the minutes for regular meeting January 22, 2024.
8. Approval of the minutes for regular meeting January 12, 2024

## OLD BUSINESS

9. Approval/Disapproval/Discussion of sale/lease of approximately 35'. Reese property.

Motion made by Councilor Medina for the property sale of approximately 35 feet with conditions of Mr. & Mrs. Reese pay the survey and additional \$1,000 for the property, Seconded by Councilor F. Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Gonzales

10. Approval/Disapproval/Discussion of purchase or lease of City of Bayard lot/property. The Commons.

David Chandler stated would like to buy the property 1200 Tom Foy to make it in to a parking lot. The Commons are wanting to buy the old Ture Value Building next door and make that is distribution center for the mining district to have a center location. This will bring work for the younger generation and the food pantry will have a lot more space. Councilor Medina stated this is good for Bayard and he believes it will be a good thing for the mining district.

Motion made by Councilor Medina, Seconded by Councilor E. Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Gonzales

11. Discussion and necessary and necessary action if required, Fleet GPS System.

Postpone until next council meeting.

## NEW BUSINESS

12. Approval of Demolition of building on 620 McKee St. Kathy Pedraza.

Mrs. Pedraza already when through Planning and Zoning Committee for the demolition of the house on 620 McKee St. All this is needed now is to get councils approval.

Motion made by Councilor Medina, Seconded by Councilor F. Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Gonzales

13. Approval/Disapproval of purchase Text my Gov. program.

The mayor and council agree that the txt my gov is a good tool to have.

Motion made by Councilor Medina, Seconded by Councilor E. Gonzales.  
Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Gonzales

14. Appointment of Bayard City Councilor.

Mayor Ojinaga recommendation for Gilbert Ortiz to be appointed to the vacant city councilor for the next two-year term.

Motion made by Councilor F. Gonzales, Seconded by Councilor Medina.  
Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Gonzales

Mr. Ortiz stated has experience in different areas. He will ready to help Bayard thanked the mayor and council for the nonmention.

### ORDINANCES/RESOLUTIONS

15. Adoption of Resolution 3-2024 Law Enforcement Recruitment Fund (LERF).

Motion made by Councilor F. Gonzales, Seconded by Councilor Medina.  
Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Gonzales, Councilor Ortiz.

RESOLUTION NO. 3-2024

PARTICIATION IN LAW ENFORCEMENT RECRUITMENT FUND-LERF BY

NEW MEXICO DEPARTMENT OF FINANCE

WHEREAS, the City of Bayard and the New Mexico Local Government Division have entered into a grant agreement under the Law Enforcement Recruitment Fund for Law enforcement/support positions.

WHEREAS, the allocation of funds is for the amount of \$393,750.00 and

WHEREAS, the Allocated funds will be disbursed 100% up to \$225,000 the First Year, 50% up to \$112,500 the second year and 25% up to \$56,250 the third year and

WHEREAS, the Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body and

WHEREAS, funds for the first disbursement must be expended from July 1, 2023, through June 30, 2024; the second 50% disbursement will be made in August 2024 to be expended by June 30, 2025; and, the last disbursement of 25% will be made in August 2025 to be expended by June 30, 2026 and

WHEREAS, any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion and All expenditures must occur prior to the reversion date, and

RESOLUTION NO. 3-2024

PARTICIATION IN LAW ENFORCEMENT RECRUITMENT FUND-LERF BY  
NEW MEXICO DEPARTMENT OF FINANCE

WHEREAS, The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Recruitment Report, providing updates on the hiring of law enforcement/support positions, and

Now Therefore, be it resolved by the City of Bayard to enter into a grant agreement for the appropriation number 23-ZH5048-6 with the Local Government Division conferred of the Department of Finance & Administration by state statute. The City Council of Bayard certifies that the City of Bayard will only use allocated funds to carry out and/or perform activities described in the allocation language and Will Follow the procedure described in "Allocation Reporting" of allocated funds.

APPROVED AND DATED, this 12th day of February, 2024.

\_\_\_\_\_  
John L. Ojinaga, Mayor

\_\_\_\_\_  
Eloy Medina, Mayor Pro-Tem

\_\_\_\_\_  
Eloy Gonzales, Councilor

\_\_\_\_\_  
Frances Gonzales, Councilor

\_\_\_\_\_

Gilber Ortiz, Councilor

(SEAL)

ATTEST: \_\_\_\_\_

Gabriel Ramos, Clerk Treasurer

- 16. Adoption of Resolution 4-2024 The City of Bayard will apply and administer the RBEG/RBOG for G Boys Jerky and Authorize City Clerk Gabriel Ramos and Deputy Clerk Tanya Ortiz to sign Grant documents.

Motion made by Councilor Medina, Seconded by Councilor F. Gonzales.  
 Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Gonzales, Councilor Ortiz.

RESOLUTION NO. 4-2024

THE CITY OF BAYARD TO ADMINISTER THE RURAL BUSINESS DEVELOPMENT GRANT, RBEG/RBOG for 4 and 5 LLC, DBA G-BOYZ Jerky

WHEREAS, 4 and 5 LLC, DBA G-BOYZ JERKY is a business located within the City of Bayard, and

WHEREAS, 4 and 5 LLC, DBA G-BOYZ JERKY is expanding their business within the City of Bayard, and

WHEREAS, 4 and 5 LLC, DBA G-BOYZ JERKY is applying for a USDA Rural Business Development Grant, and

WHEREAS, The USDA Rural Business Development Grant requires a Resolution authorizing The City of Bayard to apply and administer the Rural Business Enterprise Grant/Rural Business Opportunity Grant, and

WHEREAS, The USDA Rural Business Development Grant requires the Name and Title of the persons authorized to Sign Grant Documents, and

WHEREAS, The City of Bayard Authorizes Gabriel Ramos the City Clerk/Treasurer and Tanya Ortiz the Deputy Clerk to sign grant documents, and

NOW THEREFORE, be it resolved The City of Bayard Council authorizes The City of Bayard to apply and administer the Rural Business Enterprise Grant/Rural Business Opportunity Grant and Authorizes Gabriel Ramos and Tanya Ortiz to sign grant documents for the City of Bayard.

Approved and dated, the 12th day of February, 2024.

\_\_\_\_\_  
John L. Ojinaga, Mayor

RESOLUTION NO. 4-2024

THE CITY OF BAYARD TO ADMINISTER THE RBEG/RBOG FOR 4 and 5 LLC,  
DBA G-BOYZ Jerky

\_\_\_\_\_  
Eloy Medina, Mayor Pro-Tem

\_\_\_\_\_  
Eloy Gonzales, Councilor

\_\_\_\_\_  
Frances Gonzales, Councilor

\_\_\_\_\_  
Gilbert Ortiz, Councilor

(Seal)

Attest: \_\_\_\_\_

Gabriel Ramos, Clerk/Treasurer

**ACTION FOR PERSONNEL**

17. Approval of Resignation for Patrol Officer Anthony Macias.

Motion made by Councilor Medina, Seconded by Councilor F. Gonzales.  
Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Gonzales, Councilor Ortiz.

18. Approval for New Hire Utility Clerk Minnie Carrillo \$16.00/hr.

Motion made by Councilor Medina, Seconded by Councilor F. Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Gonzales, Councilor Ortiz.

19. Swearing in of Delilah Chavez Patrol Officer.

(Insert after txt my gov) Judge Diaz sworn in Patrol Office Delilah Chavez.

20. Approval of Completion of Probation for Christopher Palomarez from Probationary Status to Full Time Status with a 5% raise

Motion made by Medina, for a 5% raise Seconded by Councilor E. Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Gonzales, Councilor Ortiz

## **CLOSED SESSION**

21. Closed Executive Session pursuant to 10-15-1 (H-2 & H-8) NMSA 1978 pertaining to limited personnel matters; pending or threatened litigation.

Motion made by Councilor Medina to enter closed session, Seconded by Councilor Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Gonzales, Councilor Ortiz

Motion made by Councilor F. Gonzales to come back to open session, Seconded by Councilor E. Medina.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Gonzales, Councilor Ortiz

No action was taken.

## **ACTION ITEMS RESULTING FROM CLOSED SESSION**

### **MAYOR AND COUNCILORS REPORTS**

Maintenance Direct Michael Paez public notice went out to the public that a water sample was not taken but the water sample was taken the month after and everything was fine.

Fire Chief Dove proved a copy of automatic aide to the council and discussed the plan.

Wastewater Director Terrazas has a clarifier down he will be receiving parts for it soon and will have a tech coming out soon. Next, he will be working on UV lights.

Clerk-Treasure Ramos provided the budget and reserves funds for the councilors. Mr. Ramos is going to try and if they owners of the old shoe repair shop will donate the property, the property is right next to the fire department. CDBG close out will be in the next two weeks. Work force connections meeting will be Tuesday for a high school student to work at city hall

and police department part time. Representative Terrazas reported the city will be receiving \$335,000 for the community center.

Councilor E. Gonzales welcomed new appointed councilor Ortiz. asked when will the tour of the wastewater treatment?

Mayor Pro-tem Medina has EMS here is Bayard and will be having 24 hours coverage in the next couple of hours.

Councilor Ortiz looks forward to working with everyone.

Mayor Ojinaga stated he has been attending a lot of meeting. There is someone wanting to place a dispensary in town. He meet with the engineer at the Mine Mill Hall what needs to be done first is fix the water drainage. The city has money to fix the roof with metal roofing. He meet with the engineers at the library the plaster needs to come off and you should not plaster brick walls. Also, PNM donated a new sign for the city hall.

**NEXT MEETING DATE:**

**Regular Meeting** February 26, 2024

**ADJOURNMENT** 8:28 p.m.

ATTEST:

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John L. Ojinaga  
Mayor

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Gabriel Ramos  
Clerk Treasurer



**BAYARD POLICE DEPARTMENT  
MONTHLY REPORT  
JANUARY, 2024**

**Traffic Activity**

Accidents	3
Traffic Stops made	35
Citations Issued	11
Municipal: 3	
Magistrate: 7	
Written warning: 1	
Stop Sign: 1	
DWI	0
Motorist Assists	1
Traffic complaints	2
Parking violation	1
Reckless driver	2

**Criminal Activity**

Arrests	6
Burglary/Larceny	3
Criminal damage	2
Domestic calls	3
Harassment	4
Unwanted subject	6
Battery	2
Disturbance	2
Narcotic violation	1
Aggravated assault	1

**General Activity**

Suspicious Activity	20
Abandoned 911	1
Civil stand by	2
Welfare check	16
Meetings	2
Court	1
Follow up investigations	7
Alarm	7
Noise complaints	2
Shots fired	1
Civil matter	1
Open door	1
Found property	1
Citizen assist	8
Citizen contact	4
Request for public service	9
Request for frequent patrol	8
Child exchange	9
Traffic control	1
Attempt to locate	1

Custodial interference	1
Smoke	3
Unattended Death	1
<b><u>Juvenile Activity</u></b>	
Arrest	1
Juvenile citations issued	7
Runaway	1
Fight	2
Suspicious juveniles	1
Liquor laws	1
<b>Agency Assists-NMSP traffic stop</b>	<b>1</b>
<b><u>Offense/Incident reports generated</u></b> <b>19</b>	
Criminal damage to property of a household member	
Criminal damage to property	
Warrant arrest; Resisting, evading, obstructing an officer	
Battery on a household member	
Battery x2	
Warrant arrest; Resisting, evading, obstructing an officer	
Missing juvenile	
Battery	
Warrant x2	
Possession of alcoholic beverage	
Harassment	
Domestic	
Harassment	
Bench warrant; Possession of controlled substance	
Warrant arrest, Minor allowing; Minor allowing	
Unattended death	
Minor in possession of alcohol beverage	
Informational-Aggravated assault	
Battery; Battery	
<b><u>Calls in Bayard handled by Grant County Sheriff's Dept.</u></b> <b>11</b>	
Breaking & Entering	1
Accident	2
Suicide threat	1
Shots fired	1
Domestics	2
Unwanted subject	1
Animal calls	2
Citizen assists	1

**Monthly Motor Vehicle Report  
Bayard Police Department  
Month of JANUARY, 2024**

**Vehicle Make: 2018 FORD PICKUP #101**

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
	NO FUEL RECEIPTS TURNED IN							
<b>TOTALS</b>		<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			

Recapitulation

Fuel	
Oil	
Mic	
TOTAL	

Speedometer Reading

End of month mileage	<b>47365</b>
First of month mileage	
Total miles	
Miles per gallon	<b>#DIV/0!</b>

**Vehicle Make: 2018 FORD EXPLORER #102**

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
4-Jan	SNAPPY 210	13.75	41.24			44106	639110	AM-942
12-Jan	SNAPPY 212	14.936	44.79			44270	386418	AM-942
14-Jan	BUTTERMILK	14.756	43.66			44388	273761	AM-942
18-Jan	BUTTERMILK	12.868	38.08			44505	277853	AM-942
23-Jan	BUTTERMILK	14.439	42.73			44656	283811	AM-942
28-Jan	SNAPPY 210	14.917	44.74			44779	643676	AM-942
<b>TOTALS</b>		<b>85.666</b>	<b>\$255.24</b>	<b>\$0.00</b>	<b>\$0.00</b>			

Recapitulation

Fuel	<b>\$255.24</b>
Oil	
Mic	
TOTAL	<b>\$255.24</b>

Speedometer Reading

End of month mileage	<b>44779</b>
First of month mileage	<b>43988</b>
Total miles	<b>791</b>
Miles per gallon	<b>12.599</b>

**Vehicle Make: 2016 FORD TAURUS #80**

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
16-Jan	BUTTERMILK	12.843	38.00			68330	275855	LG-946
21-Jan	BUTTERMILK	14.554	43.07			68472	281495	LG-946
<b>TOTALS</b>		<b>27.397</b>	<b>\$81.07</b>	<b>\$0.00</b>	<b>\$0.00</b>			

Recapitulation

Fuel	\$81.07
Oil	
Mic	
<b>TOTAL</b>	<b>\$81.07</b>

Speedometer Reading

End of month mileage	68472
First of month mileage	68232
Total miles	240
Miles per gallon	8.760

**Vehicle Make: 2016 FORD TAURUS #100**

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
3-Jan	BUTTERMILK	16.227	48.02			65852	261078	HC-941
17-Jan	BUTTERMILK	17.159	50.77			66078	277007	HC-941
<b>TOTALS</b>		<b>33.386</b>	<b>\$98.79</b>	<b>\$0.00</b>	<b>\$0.00</b>			

Recapitulation

Fuel	\$98.79
Oil	
Mic	
<b>TOTAL</b>	<b>\$98.79</b>

Speedometer Reading

End of month mileage	66078
First of month mileage	65674
Total miles	404
Miles per gallon	12.101





**BAYARD ANIMAL CONTROL/CODE ENFORCEMENT  
MONTHLY ACTIVITY REPORT  
MONTH OF: JANUARY, 2024**

DATE	TIME RECEIVED	SORCE OF COMPLAINT	COMPLAINANT, LOCATION, TYPE OF ACTIVITY AND ACTION TAKEN
1/2/2024	1142	ANIMAL	316 CHINO ST-LOOSE DOG WENT INTO YARD AND FOUGHT HER DOG THAT IS TIED UP
1/2/2024	1416	ANIMAL	421 E. ELM
1/3/2024	0719	ANIMAL	803 WATSON-BARKING DOGS
1/3/2024	1015	CODES	408 RAILROAD
1/5/2024	2001	ANIMAL	803 WATSON-BARKING DOGS #947 NEGATIVE CONTACT WITH ANY BARKING
1/7/2024	1944	ANIMAL	803 WATSON-BARKING DOG #944 CHECKED ON IT AND ALL OK, WILL PASS TO #949 WHEN HE COMES IN
1/9/2024	1136	BUSY	SHELTER
1/9/2024	1243	ANIMAL	902 WAGGONER
1/9/2024	1427	ANIMAL	100 N. YUCCA
1/9/2924	1445	ANIMAL	113 S. YUCCA
1/10/2024	1320	ANIMAL	717 LUSK ST.
1/11/2024	1008	ANMAL	902 WAGGONER 1
1/12/2024	0711	ANIMAL	803 WATSON-BARKING DOGS
1/12/2024	1242	ANIMAL	21 PARK STRET-DOG ATTACHED BY AOTHER DOG #942 TOOK INFORMATION FOR #949
1/15/2024	0659	ANIMAL	803 WATSON-BARKING DOGS #942 SAID NEGATIVE ON BARKNG, PEND FOR #949
1/17/2024	0935	ANIMAL	100 RUNNERS-CAT IN TRAP
1/17/24	1025	BUSY	ARENAS VALLEY ANIMAL CLINIC
1/19/2024	1425	BUSY	ARENAS VALLEY ANIMAL CLINIC
1/19/2024	1452	ANIMAL	BAYARD HOUSING
1/19/2024	1647	ANIMAL	115 S. YUCCA
1/20/2024	1731	ANIMAL	507 EMPIRE-PIT BULL LOSSE IN STREET #946 RESPONDED
1/22/2024	0942	ANIMAL	23 ALTA VISTA-LOOSE DOGS ON PROPERTY
1/22/2024	1034	ANIMAL	CENTRAL AVE/CONSTRUCTION AREA-DEAD CAT OR DOG
1/23/2024	2051	ANIMAL	803 WATSON-BARKING DOG
1/24/2024	0843	ANIMAL	803 WATSON-BARKING DOG
1/24/2024	1021	ANIMAL	BEHIND BFB-DOGS HAVE BEEN FOUND





**ANIMAL CONTROL**

**TOTAL FOR MONTH**

COMPLAINTS ANSWERED	35
CANINES PICKED UP	2
FELINES PICKED UP	3
CITATIONS ISSUED	7
SKUNKS	1-Dead and disposed of
EUTHANIZED ANIMALS:	4- 3 cats, 1 dog
OTHER: Javalina scared off of Cobre Golf park	

**CODE ENFORCEMENT**

**TOTAL FOR MONTH**

COMPLAINTS ANSWERED	12
COMPLAINTS PENDING	12
CITATIONS ISSUED	4

**NOTE: 5 DOGS WERE TAKEN TO ALBUQUERQUE BY OUR VOLUNTEER DOG SHELTER PROGRAM WERE ADOPTED THROUGH THE PROGRAM**

**ACCOUNTS PAYABLES**

**26-Feb-24**

**GENERAL FUND - 10**

O'Reilly Auto Parts	lug Nuts, Battery-Fusion	\$ 189.53
O'Reilly Auto Parts	Battery, Oil Filters, Fuel Filters-PD	\$ 293.92
Thunder 1 Rod	Explorer Window Tinting-City Hall	\$ 90.00
Sierra Communications	Install Guard on ACO Unit	\$ 163.50
Amazon	Printer/Copier for Chief-PD	\$ 366.87
Infinity Fire Comm	Handheld Radio's-PD	\$ 798.60
<b>TOTAL:</b>		<b>\$ 1,902.42</b>

**JNT W/S O&M FUND - 150**

Pure Ops	Bench Test/Meter Test	\$ 243.42
USA BlueBook	Transfer Pump Sodium Hypochlorite	\$ 204.05
Interactive Controls	Well #3 Troubleshoot	\$ 1,200.00
Bank of America	Bleach for Boosters	\$ 369.57
O'Reilly Auto Parts	RV Antifreeze Cotton Swabs	\$ 37.95
O'Reilly Auto Parts	Fuel Filters, Oil Filters,Gaskets	\$ 414.63
<b>TOTAL:</b>		<b>\$ 2,469.62</b>

**JNT WASTEWATER FUND - 170**

U Line	Drum Pump Polypropylene	\$ 267.21
<b>TOTAL:</b>		<b>\$ 267.21</b>

**MUNICIPAL STREET FUND - 240**

O'Reilly Auto Parts	Fuel Filters, Oil Filters	\$418.76
<b>TOTAL:</b>		<b>\$ 418.76</b>

**LAW ENFORCEMENT FUND - 60**

The Line	Uniforms	\$ 507.46
Bank of America	Positive Promotions	\$ 997.52
<b>TOTAL:</b>		<b>\$ 1,504.98</b>

<b>TOTAL:</b>		<b>\$ 6,562.99</b>
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**ACCOUNTS PAID**

**26-Feb-24**

**GENERAL FUND - 10**

AT&T Mobility	Cell Phone Service-PD	\$ 105.05
Lumen	Long-Distance Calls-City Hall	\$ 2.75
Lumen	Long-Distance Calls-PD	\$ 2.75
NM Gas Company	Natural Gas Service-City Hall	\$ 141.31
NM Gas Company	Natural Gas Service-PD	\$ 149.27
PNM	Electric Service-ANMSLR	\$ 110.29
PNM	Electric Service-STAR	\$ 6.50
CivicPlus	Municode Annual Renewal-City Hall	\$ 371.66
CivicPlus	Municode Annual Renewal-PD	\$ 371.66
SBA Monarch	Tower Site Rent	\$ 289.41
Bank of America	Accurate for Marcus Salas	\$ 123.53
Comcast	Internet Service-PD	\$ 244.85
Comcast	Internet Service-Little League	\$ 159.69
<b>TOTAL:</b>		<b>\$ 2,078.72</b>

**JNT W/S O&M FUND - 150**

SC Daily Press	Vacancy for Judge	\$166.06
SC Daily Press	Regular Meeting	\$42.81
SC Daily Press	Special Meeting	\$31.61
Gila Health Resources	Drug Screen- Lawrence Trevizo	\$171.00
NM Gas Company	Natural Gas Service	\$394.72
PNM	Electric Service-Cameron Crk/Wells	\$ 18.94
CivicPlus	Municode Annual Renewal	\$ 371.67
Comcast	Internet Service	\$ 118.04
<b>TOTAL:</b>		<b>\$1,314.85</b>

**JNT WASTEWATER FUND - 170**

AT&T Mobility	Cell Phone Service	\$ 102.22
HughesNet	Internet Service	\$ 138.35
Gila Health Resources	Drug Screen- Herminia Carrillo	\$ 206.00
Gila Health Resources	Drug Screen- Delilah Chavez	\$234.00
Gila Health Resources	Drug Screen- Manuel Galaz	\$185.00
PNM	Electric Services	\$ 8,365.41
The UPS Store	Shipping	\$ 239.80
American Linen	Laundry Service	\$ 50.71
<b>TOTAL:</b>		<b>\$ 9,521.49</b>

**COMMUNITY CENTER FUND - 200**

NM Gas Company	Natural Gas Services	\$ 358.90
<b>TOTAL:</b>		<b>\$ 358.90</b>

**LIBRARY FUND - 210**

LC Sun News	Monthly Subscription Fee	\$ 48.00
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Lumen	Long Distance Calls	\$	2.76
NM Gas Company	Natural Gas Services	\$	178.48
PNM	Electric Services	\$	268.68
Comcast	Internet Service	\$	290.99
<b>TOTAL:</b>		\$	<b>788.91</b>

**MUNICIPAL STREET FUND - 240**

CivicPlus	Municode Annual Renewal	\$	371.67
<b>TOTAL:</b>		\$	<b>371.67</b>

**MUNICIPAL COURT FUND - 20**

Lumen	Long-Distance Calls	\$	2.76
NM Gas Company	Natural Gas Service	\$	149.27
Comcast	Internet Service	\$	96.99
<b>TOTAL:</b>		\$	<b>249.02</b>

**FIRE FUND- 30**

NM Gas Company	Natural Gas Services	\$149.27
Comcast	Internet Service	\$97.00
<b>TOTAL:</b>		<b>\$246.27</b>

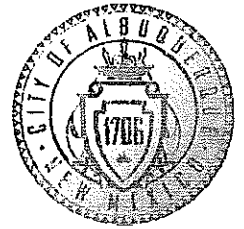
**Solid Waste -160**

CivicPlus	Municode Annual Renewal	\$371.67
<b>TOTAL:</b>		<b>\$371.67</b>

<b>GRAND TOTAL:</b>		\$	<b>15,301.50</b>
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# CITY OF ALBUQUERQUE

Department of Municipal Development / Director / Patrick Montoya



February 14, 2024

Re: APWA Public Works New Mexico Chapter

Dear Madam/Sir,

It is with great pleasure that I invite you to attend the kickoff of the reestablishment of the American Public Works Association (APWA) New Mexico Chapter on Friday March 8<sup>th</sup> at 8:30am – noon. I have learned first-hand about the value of APWA not only for their education, technical programs, accreditation, certifications, certificate programs, and the advocacy, but for the opportunity that APWA creates for us all to build invaluable personal and professional networks. The City of Albuquerque has offered to host APWA's Region VII meeting that will bring APWA chapter officers from: Arizona, Oklahoma, and Texas.

PO Box 1293

Albuquerque

New Mexico  
87103

[www.cabq.gov](http://www.cabq.gov)

Since we will have distinguished guests in town from APWA we have decided to partner with them to hold a half day workshop at the Albuquerque Convention Center (401 2<sup>nd</sup> St NW, Albuquerque, NM). You will hear from APWA's President Gary Losier, APWA's Chief Executive Officer Scott Grayson and APWA staff about the value of APWA to your career and the profession. Additionally, we will be joined by APWA's Washington, D.C. staff to provide a federal update as it relates to infrastructure. More specifically they will talk about water policy, transportation policy, and emergency management and resiliency.

Whether you work for the private or public sector this meeting is for you!

The City of Albuquerque will be providing refreshments and the use of the Convention Center for our meeting. Please let us know as soon as possible so we can hold your spot for this gathering. Please RSVP to <https://apwa.rsvpify.com> or use the QR code:



Best regards,

Patrick Montoya  
Director, Department of Municipal Development











FORFEITURE SCHEDULE

Event Date: \_\_\_\_\_

20 Day Period: \_\_\_\_\_

Cancellation Date: \_\_\_\_\_

# BAYARD COMMUNITY CENTER RENTAL AGREEMENT

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

## Auditorium Rental Agreement – Funeral Services

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

### General

- A. The renter of the facility shall be 21 years of age.
- B. An individual requesting a reservation under resident status must provide proof of Bayard residency.
- C. Any sound system, video, music, etc. shall be kept at a low volume so as not to disturb others using the facility.
- D. Failure to comply with any of the terms of the Rental Agreement shall cause immediate removal from the premises and forfeiture of all fees and deposits.
- E. Renter must be present during the period of the rental from set-up through clean-up and shall be responsible for check out of the facility to become eligible for the refund of the deposit.

### Rental Charges

- A. All payments made toward deposit/rental of the Center must be made by cash, credit card, cashier's check or money order. Personal checks are not allowed.
- B. **Damage Deposit:** All rentals require a refundable damage deposit fee of \$50.

The purpose of the damage deposit is to ensure proper clean-up and care of the facility.

1. If the facility is left dirty and/or damaged by the renter, the City shall retain all or part of the deposit.
  2. The damage deposit must be paid to the City at the time the reservation is made. If event is scheduled within two weeks of reservation request, then all fees and deposits are due on the day the reservation request is completed.
  3. If costs to clean and /or repair the facility exceed the amount of the damage deposit, the renter shall be responsible for the additional costs. If the renter fails to pay the additional costs, as invoiced by the City staff, the renter shall be responsible for all collection costs and/or attorney's fees arising from the collection process.
- C. **Rental hours and Fees:**  
Available Rental Time: Everyday from 8 a.m. – 7p.m. with a maximum of a four (4) hour period.  
The last funeral rental must end by 7 p.m.

Use of facilities to set-up or clean-up are charged at additional day's rental rate.

Sample: Set-up (Friday) \$50.00  
Event (Saturday) \$50.00  
Clean-up (Sunday) \$50.00 Total Rental Rate = \$150.00

**Total Fees**

Damage Deposit: \$500.00  
Day Rate: \$500.00  
Kitchen: \$25.00

All renters must ensure that the building is cleaned and locked up by 7 p.m. Bayard Police Officers will conduct patrols and site visits to ensure building is vacant by 7 p.m.

**D. Cancellations and Forfeits:**

1. The rental payments are due in full 20 days before the scheduled event date or at the time the reservation is made. Should the rental payment not be made in full prior to 20 days of the event, the event will be considered canceled and all fees collected will be forfeited. If event is scheduled within two weeks of reservation, then all fees and deposits are due on the day the reservation is made.
2. Renter must provide notice of cancellation of a reservation to become eligible for a full or partial refund of the deposit or rental fees. A 10% administrative fee will be charged against any cancellation based on the following schedule:

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

**Kitchen**

Use of the kitchen facility is available at the listed hourly rate. Renter must provide all supplies for use of kitchen (cooking utensils, pots/pans, dish soap, dish rags).

Renter is responsible for clean-up of kitchen after use. Renter must ensure that all spills are cleaned-up, counter space and kitchen equipment is wiped clean, ovens are wiped clean, sinks rinsed, floor swept and mopped.

Renter is required to ensure that the kitchen ventilation system is turn on while operating stove/oven. Oven will not turn on without the ventilation system on. Ensure that ventilation system is turned off after use.

**Keys**

Keys for events may be picked up 30 minutes prior to time shown on agreement (Monday-Friday use) or before 2:00 p.m. on Friday for weekend events. Key shall be returned to City Hall immediately after use of the facility, during final walk through, or on Monday when event is on weekend.

**Facility Walk Through**

City staff will conduct a facility walk through with renter at the time keys are picked up. Renters and staff will be required to sign a certification on the building conditions. Renters and staff are

required to perform a final walk through at the completion of the event or upon agreed upon meeting time. Renter may waive their final walk through and automatically accept the inspection by city staff.

Final walk through date and time: \_\_\_\_\_

I waive my final walk through: \_\_\_\_\_

### **Food and Drink**

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

I acknowledge that the facility is an alcohol and drug free property: \_\_\_\_\_

### **Set-up and Clean-up and Facility Care**

1. No decorations will be permitted which are taped, tacked, stapled, nailed, or otherwise fastened to the walls, ceilings, doors, or floors of the facility. Open flames such as candles or burners are only allowed when used with appropriate devices.
2. Renter is responsible for removing all tape from the tables where table cloths and decorations are secured to. No table covering may be tacked, stapled, nailed, or fastened in any manner which will damage the tables.
3. Rental of the facility includes the use of tables and chairs and renter is responsible for re-stacking of these during clean-up.
4. Renter is responsible for set-up and clean-up of the event. This shall include, but is not limited to: return of tables and chairs to appropriate storage cart, sweeping and mopping of floors, cleaning of restrooms, emptying trash to appropriate trash dumpsters, wiping off tables and chairs, sinks, counters and etc. Cleaners shall not be used on floors (mop only with clean water).
5. The City shall provide the following cleaning equipment and supplies: broom and dust pan, mop and bucket, 14 trash bags. Any additional bags are the responsibility of the renter. Garbage containers must be cleaned of spills and trash. All garbage must be disposed of in the garbage bins located on the south side of the parking lot. Renter is responsible for providing cleaning cloths.
6. Renter is responsible for leaving the parking lot free of trash and debris from the event.
7. Renter is responsible for ensuring that all exterior doors are locked at the end of the rental.
8. Smoking is prohibited within the facility and within 25 feet of all entrances. Bayard City Ordinance 11-2006. Renter is responsible for disposing of cigarette butts in the proper receptacles.

9. Firearms are prohibited on the premises.

**Capacity**

The Center auditorium has a maximum occupant capacity of 166 individuals. It is unlawful to exceed this capacity. This is not the amount of available seating.

**Minor Children**

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

Age: 0-12 years requires 1 adult per 4 children

Age: 13-17 requires 1 adult per 10 young adults

**Video Surveillance**

The Center is monitored by video surveillance 24 hours a day for safe and secure operation of the public space; and to deter instances of non-approved activities and damages. Video surveillance recordings of all events are subject to the Information of Public Records Act and recordings shall be kept for 30 days.

I acknowledge the use of video surveillance on the property: \_\_\_\_\_

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

# BAYARD COMMUNITY CENTER RENTAL AGREEMENT

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

## Rental Agreement – Board Room Government and Non-profit

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

### General

- A. The renter of the facility shall be 21 years of age.
- B. An individual requesting a reservation under resident status must provide proof of Bayard residency.
- C. Any sound system, video, music, etc. shall be kept at a low volume so as not to disturb others using the facility.
- D. Failure to comply with any of the terms of the Rental Agreement shall cause immediate removal from the premises and forfeiture of all fees and deposits.
- E. Renter must be present during the period of the reservation from set-up through clean-up and shall be responsible for check out of the facility to become eligible for the refund of the deposit.
- F. Food and drinks are not permitted in the Board room.

### Rental Fees

- A. All payments made toward deposit/rental of the Center must be made by cash, credit card, cashier's check or money order. Personal checks are not allowed.
- B. **Damage Deposit:** All rentals require a refundable damage deposit fee of \$25.

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

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

- C. **Rental Hours:**

Available Rental Time: Sunday – Thursday 8 am to 9 pm  
Friday & Saturday 8 am to 12:30 am

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

Security Deposit: \$25.00  
Rental Fee: \$10.00 per hour  
Kitchen: not available for board room rental

Rental time includes set-up and clean-up time. All renters must ensure that the building is cleaned and locked up by 12:30 am. Bayard Police Officers will conduct patrols and site visits to ensure building is vacant by 12:30 am (Friday and Saturday Rentals); 9:00 pm (Sunday-Thursday).

D. **Cancellations and Forfeits:**

1. The rental payments are due in full 20 days before the scheduled event date or at the time the reservation is made. Should the rental payment not be made in full prior to 20 days of the event, the event will be considered canceled and all fees collected will be forfeited. If event is scheduled within two weeks of reservation, then all fees and deposits are due on the day the reservation is made.
2. Renter must provide notice of cancellation of a reservation to become eligible for a full or partial refund of the deposit or rental fees. A 10% administrative fee will be charged against any cancellation based on the following schedule:

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

**Kitchen**

The use of the kitchen facility is not available with the rental of the Board Room. Food and drinks are not permitted in the Board Room but may be setup in the lobby (pastries and coffee).

**Keys**

Keys for events may be picked up 30 minutes prior to time shown on agreement (Monday-Friday use) or before 2:00 p.m. on Friday for weekend events. Key shall be returned to City Hall immediately after use of the facility or on Monday when event is on weekend.

Long term Renters will be allowed to secure a key with a key deposit of \$20.00 for the term of the rental.

**Facility Walk Through**

Various events will require that City staff conduct a facility walk through with renter at the time keys are picked up. Renters and staff will be required to sign a certification on the building conditions. Renters and staff are required to perform a final walk through at the completion of the event or upon agreed upon meeting time. Renter may waive their final walk through and automatically accept the inspection by city staff.



Final walk through date and time: \_\_\_\_\_

I waive my final walk through: \_\_\_\_\_

### **Food and Drink**

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

I acknowledge that the facility is an alcohol and drug free property: \_\_\_\_\_

### **Set-up and Clean-up and Facility Care**

1. No decorations will be permitted which are taped, tacked, stapled, nailed, or otherwise fastened to the walls, ceilings, doors, or floors of the facility. Open flames such as candles or burners are not allowed in the board room.
2. Renter is responsible for removing all tape from the tables where table cloths and decorations are secured to. No table covering may be tacked, stapled, nailed, or fastened in any manner which will damage the tables.
3. Rental of the facility includes the use of tables and chairs and renter is responsible for moving any tables/chairs back to its original place.
4. Renter is responsible for set-up and clean-up of the event. This shall include, but is not limited to: setting up tables and chairs, cleaning floors, cleaning restrooms, emptying trash to appropriate trash dumpsters, wiping off tables and chairs, sinks, etc.
5. The City shall provide the following cleaning equipment and supplies: broom and dust pan, vacuum, mop and bucket, trash bags. Any additional bags are the responsibility of the renter. Garbage containers must be cleaned of spills and trash. All garbage must be disposed of in the garbage bins located on the south side of the parking lot. Renter is responsible for providing cleaning cloths.
6. Renter is responsible for leaving the parking lot free of trash and debris from the event.
7. Renter is responsible for ensuring that all exterior doors are locked at the end of the rental.
8. Smoking is prohibited within the facility and within 25 feet of all entrances. Bayard City Ordinance 11-2006. Renter is responsible for disposing of cigarette butts in the proper receptacles.
9. Firearms are prohibited on the premises.

### **Capacity**

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

### **Minor Children**

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

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

**Video Surveillance**

The Center is monitored by video surveillance 24 hours a day for safe and secure operation of the public space; and to deter instances of non-approved activities and damages. Video surveillance recordings of all events are subject to the Information of Public Records Act and recordings shall be kept for 30 days.

I acknowledge the use of video surveillance on the property: \_\_\_\_\_

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

# BAYARD COMMUNITY CENTER RENTAL AGREEMENT

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

## Auditorium Rental Agreement Government and Non-Profit

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

### General

- A. The renter of the facility shall be 21 years of age.
- B. An individual requesting a reservation under resident status must provide proof of Bayard residency.
- C. Any sound system, video, music, etc. shall be kept at a low volume so as not to disturb others using the facility.
- D. Failure to comply with any of the terms of the Rental Agreement shall cause immediate removal from the premises and forfeiture of all fees and deposits.
- E. Renter must be present during the period of the rental from set-up through clean-up and shall be responsible for check out of the facility to become eligible for the refund of the deposit.

### Rental Charges

- A. All payments made toward deposit/rental of the Center must be made by cash, credit card, cashier's check or money order. Personal checks are not allowed.
- B. **Damage Deposit:** All rentals require a refundable damage deposit fee of \$25.

The purpose of the damage deposit is to ensure proper clean-up and care of the facility.

- 1. If the facility is left dirty and/or damaged by the renter, the City shall retain all or part of the deposit.
  - 2. The damage deposit must be paid to the City at the time the reservation is made. If event is scheduled within two weeks of reservation request, then all fees and deposits are due on the day the reservation request is completed.
  - 3. If costs to clean and /or repair the facility exceed the amount of the damage deposit, the renter shall be responsible for the additional costs. If the renter fails to pay the additional costs, as invoiced by the City staff, the renter shall be responsible for all collection costs and/or attorney's fees arising from the collection process.
- C. **Rental hours and Fees:**  
Available Rental Time: Sunday – Thursday 8 am to 9 pm  
Friday & Saturday 8 am to 12:30 am

Use of facilities to set-up or clean-up are charged at additional day's rental rate.

Sample: Set-up (Friday) \$200.00

Event (Saturday) \$200.00

Clean-up (Sunday) \$200.00 Total Rental Rate = \$600.00

Damage Deposit: \$25.00

Hourly Rate: \$10.00

Kitchen: \$10.00 per event – with rental of auditorium

All renters must ensure that the building is cleaned and locked up by 12:30 am. Bayard Police Officers will conduct patrols and site visits to ensure building is vacant by 12:30 am (Friday and Saturday Rentals); 9:00 pm (Sunday-Thursday).

**D. Cancellations and Forfeits:**

1. The rental payments are due in full 20 days before the scheduled event date or at the time the reservation is made. Should the rental payment not be made in full prior to 20 days of the event, the event will be considered canceled and all fees collected will be forfeited. If event is scheduled within two weeks of reservation, then all fees and deposits are due on the day the reservation is made.
2. Renter must provide notice of cancellation of a reservation to become eligible for a full or partial refund of the deposit or rental fees. A 10% administrative fee will be charged against any cancellation based on the following schedule:

**Notice of Cancellation**

20 calendar days prior or more

10-19 calendar days prior

Less than 10 calendar days

**Percentage of Refund of Deposit and Rental Fee**

100% (Less administrative fee of 10%)

50% (Less administrative fee of 10%)

Rental considered cancelled – all fees collected are forfeited.

**Kitchen**

Use of the kitchen facility is available at the listed hourly rate. Renter must provide all supplies for use of kitchen (cooking utensils, pots/pans, dish soap, dish rags).

Renter is responsible for clean-up of kitchen after use. Renter must ensure that all spills are cleaned-up, counter space and kitchen equipment is wiped clean, ovens are wiped clean, sinks rinsed, floor swept and mopped.

Renter is required to ensure that the kitchen ventilation system is turn on while operating stove/oven. Oven will not turn on without the ventilation system on. Ensure that ventilation system is turned off after use.

**Keys**

Keys for events may be picked up 30 minutes prior to time shown on agreement (Monday-Friday use) or before 2:00 p.m. on Friday for weekend events. Key shall be returned to City Hall immediately after use of the facility, during final walk through, or on Monday when event is on weekend.

**Facility Walk Through**

City staff will conduct a facility walk through with renter at the time keys are picked up. Renters and staff will be required to sign a certification on the building conditions. Renters and staff are required to perform a final walk through at the completion of the event or upon agreed upon meeting time. Renter may waive their final walk through and automatically accept the inspection by city staff.

Final walk through date and time: \_\_\_\_\_

I waive my final walk through: \_\_\_\_\_

### **Food and Drink**

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

I acknowledge that the facility is an alcohol and drug free property: \_\_\_\_\_

### **Set-up and Clean-up and Facility Care**

1. No decorations will be permitted which are taped, tacked, stapled, nailed, or otherwise fastened to the walls, ceilings, doors, or floors of the facility. Open flames such as candles or burners are only allowed when used with appropriate devices.
2. Renter is responsible for removing all tape from the tables where table cloths and decorations are secured to. No table covering may be tacked, stapled, nailed, or fastened in any manner which will damage the tables.
3. Rental of the facility includes the use of tables and chairs and renter is responsible for re-stacking of these during clean-up.
4. Renter is responsible for set-up and clean-up of the event. This shall include, but is not limited to: return of tables and chairs to appropriate storage cart, sweeping and mopping of floors, cleaning of restrooms, emptying trash to appropriate trash dumpsters, wiping off tables and chairs, sinks, counters and etc. Cleaners shall not be used on floors (mop only with clean water).
5. The City shall provide the following cleaning equipment and supplies: broom and dust pan, mop and bucket, 14 trash bags. Any additional bags are the responsibility of the renter. Garbage containers must be cleaned of spills and trash. All garbage must be disposed of in the garbage bins located on the south side of the parking lot.
6. Renter is responsible for leaving the parking lot free of trash and debris from the event.
7. Renter is responsible for ensuring that all exterior doors are locked at the end of the rental.
8. Smoking is prohibited within the facility and within 25 feet of all entrances. Bayard City Ordinance 11-2006. Renter is responsible for disposing of cigarette butts in the proper receptacles.

9. Firearms are prohibited on the premises.

**Capacity**

The Center auditorium has a maximum occupant capacity of 166 individuals. It is unlawful to exceed this capacity. This is not the amount of available seating.

**Minor Children**

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

Age: 0-12 years requires 1 adult per 4 children

Age: 13-17 requires 1 adult per 10 young adults

**Video Surveillance**

The Center is monitored by video surveillance 24 hours a day for safe and secure operation of the public space; and to deter instances of non-approved activities and damages. Video surveillance recordings of all events are subject to the Information of Public Records Act and recordings shall be kept for 30 days.

I acknowledge the use of video surveillance on the property: \_\_\_\_\_

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

# BAYARD COMMUNITY CENTER RENTAL AGREEMENT

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

## Rental Agreement – Board Room Alcoholics Anonyms

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

### General

- A. The renter of the facility shall be 21 years of age.
- B. An individual requesting a reservation under resident status must provide proof of Bayard residency.
- C. Any sound system, video, music, etc. shall be kept at a low volume so as not to disturb others using the facility.
- D. Failure to comply with any of the terms of the Rental Agreement shall cause immediate removal from the premises and forfeiture of all fees and deposits.
- E. Renter must be present during the period of the reservation from set-up through clean-up and shall be responsible for check out of the facility to become eligible for the refund of the deposit.
- F. Food and drinks are not permitted in the Board room.

### Rental Fees

- A. All payments made toward deposit/rental of the Center must be made by cash, credit card, cashier's check or money order. Personal checks are not allowed.
- B. **Damage Deposit:** All rentals require a refundable damage deposit fee of \$25.

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

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

- C. **Rental Hours:**

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

Security Deposit: \$25.00 Paid on 4/27/2015 Receipt #18333

Rental Fee: \$10.00 per hour

Kitchen: not available for board room rental

Rental time: Monday; 6:30 – 7:30 p.m.

D. **Cancellations and Forfeits:** N/A

1. The rental payments are due in full 20 days before the scheduled event date or at the time the reservation is made. Should the rental payment not be made in full prior to 20 days of the event, the event will be considered canceled and all fees collected will be forfeited. If event is scheduled within two weeks of reservation, then all fees and deposits are due on the day the reservation is made.
2. Renter must provide notice of cancellation of a reservation to become eligible for a full or partial refund of the deposit or rental fees. A 10% administrative fee will be charged against any cancellation based on the following schedule:

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

Kitchen

The use of the kitchen facility is not available with the rental of the Board Room. Food and drinks are not permitted in the Board Room but may be setup in the lobby (pastries and coffee).

Keys

Long term Renters will be allowed to secure a key with a key deposit of \$20.00 for the term of the rental. Digital door key code will be provided. *Code 0604*

During period of the year when elections will be operating, all keys must be returned to City Hall. Access codes will not be available. No access of any kind is allowed during the election period. Access into building during said time could result in filing of election fraud charges.

Facility Walk Through

Various events will require that City staff conduct a facility walk through with renter at the time keys are picked up. Renters and staff will be required to sign a certification on the building conditions. Renters and staff are required to perform a final walk through at the completion of the event or upon agreed upon meeting time. Renter may waive their final walk through and automatically accept the inspection by city staff.

Final walk through date and time: N/A

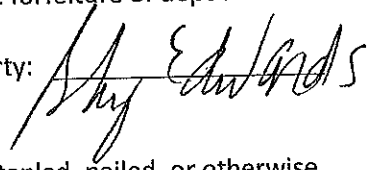
I waive my final walk through: N/A



### Food and Drink

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

I acknowledge that the facility is an alcohol and drug free property:



### Set-up and Clean-up and Facility Care

1. No decorations will be permitted which are taped, tacked, stapled, nailed, or otherwise fastened to the walls, ceilings, doors, or floors of the facility. Open flames such as candles or burners are not allowed in the board room.
2. Renter is responsible for removing all tape from the tables where table cloths and decorations are secured to. No table covering may be tacked, stapled, nailed, or fastened in any manner which will damage the tables.
3. Rental of the facility includes the use of tables and chairs and renter is responsible for moving any tables/chairs back to its original place.
4. Renter is responsible for set-up and clean-up of the event. This shall include, but is not limited to: setting up tables and chairs, cleaning floors, cleaning restrooms, emptying trash to appropriate trash dumpsters, wiping off tables and chairs, sinks, etc.
5. The City shall provide the following cleaning equipment and supplies: broom and dust pan, vacuum, mop and bucket, trash bags. Any additional bags are the responsibility of the renter. Garbage containers must be cleaned of spills and trash. All garbage must be disposed of in the garbage bins located on the south side of the parking lot. Renter is responsible for providing cleaning cloths.
6. Renter is responsible for leaving the parking lot free of trash and debris from the event.
7. Renter is responsible for ensuring that all exterior doors are locked at the end of the rental.
8. Smoking is prohibited within the facility and within 25 feet of all entrances. Bayard City Ordinance 11-2006. Renter is responsible for disposing of cigarette butts in the proper receptacles.
9. Firearms are prohibited on the premises.

### Capacity

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

### Minor Children

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

Age: 0-12 years requires 1 adult per 4 children

Age: 13-17 requires 1 adult per 10 young adults

### Video Surveillance

The Center is monitored by video surveillance 24 hours a day for safe and secure operation of the public space; and to deter instances of non-approved activities and damages. Video surveillance recordings of all events are subject to the Information of Public Records Act and recordings shall be kept for 30 days.

I acknowledge the use of video surveillance on the property:

SE

Mary Edwards  
Renter Signature

8/11/2021  
Date

[Signature]  
Employee Signature

8/11/21  
Date

806 Virginia St. 575 313 9347  
Burgard, NM 88023

Key #11

# BAYARD COMMUNITY CENTER RENTAL AGREEMENT

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

## Rental Agreement Zumba Fitness by Jeff Carbajal

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

### General

- A. The renter of the facility shall be 21 years of age.
- B. An individual requesting a reservation under resident status must provide proof of Bayard residency.
- C. Any sound system, video, music, etc. shall be kept at a low volume so as not to disturb others using the facility.
- D. Failure to comply with any of the terms of the Rental Agreement shall cause immediate removal from the premises and forfeiture of all fees and deposits.
- E. Renter must be present during the period of the reservation from set-up through clean-up and shall be responsible for check out of the facility to become eligible for the refund of the deposit.

### Rental Fees

- A. **Booking Fee:** N/A
- B. **Rental Fees:** All Fees and Deposits: Must be paid by cash, money order or cashier's check

Booking Fee: N/A

Rental Fee: \$10.00 a week

**Rent will be due on the 1<sup>st</sup> of every month**

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

Available Rental Time: Monday & Thursday 5:30-6:30

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

- C. **Security Deposit Fee:** The purpose of the security deposit is to ensure proper clean-up and care of the facility.
  1. If the facility is left dirty and/or damaged by the renter, the City shall retain all or part of the deposit.

2. The security deposit must be paid to the City at the time reservation is made. Rental fees must be paid 20 days prior to scheduled event or at the time the reservation is made if less than 20 days to the event.
3. If costs to clean and /or repair the facility exceed the amount of the security deposit, the renter shall be responsible for the additional costs. If the renter fails to pay the additional costs, as requested by the City staff, the renter shall be responsible for all collection costs and/or attorney's fees.

**D. Cancellations and Forfeits:**

1. Should the deposit and/or rental payment not be made in full prior to 20 days of the event, the event will be considered canceled and all fees collected will be forfeited.
2. Renter must provide notice of cancellation of a reservation at least 20 days in advance of the reservation to become eligible for a full or partial refund of the deposit or rental fees.

**Keys**

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

**Food and Drink**

1. **Alcohol: This facility and premises is alcohol and drug free.** Bayard Police Officers conduct frequent patrols of the facility and premises and are authorized to enter the facility. Police Officers are authorized to conduct inspections of the facility and conduct immediate termination of the event should violations be occurring. Violations will cause forfeiture of deposit and fees.
2. Food and drinks in the board room are limited to pastries and coffee.
3. Use of the kitchen facility is available at the listed hourly rate.

**Set-up and Clean-up and Facility Care**

1. All set-up and clean-up time is scheduled as part of the rental times.
2. No decorations will be permitted which are taped, tacked, stapled, nailed, or otherwise fastened to the walls, ceilings, doors, or floors of the facility. Open flames such as candles or burners are not allowed in board room. If used in auditorium, appropriate devices must be used.
3. Renter is responsible for removing all tape from the tables where table cloths and decorations are secured to. No table covering may be tacked, stapled, nailed, or fastened in any manner which will damage the tables.
4. Rental of the facility includes the use of tables and chairs and renter is responsible for re-stacking of these during clean-up.
5. Renter is responsible for set-up and clean-up of the event. This shall include, but is not limited to: setting up tables and chairs, cleaning floors, cleaning restrooms, emptying trash to appropriate trash dumpsters, wiping off tables and chairs, sinks, etc.

6. The City shall provide the following cleaning equipment and supplies: broom and dust pan, mop and bucket, trash bags, all-purpose cleaner and floor cleaner and towels for such cleaners. Garbage containers must be cleaned of spills and trash.
7. Renter is responsible for leaving the parking lot free of trash and debris from the event.
8. Smoking is prohibited within the facility and within 25 feet of all entrances. Bayard City Ordinance 11-2006. Renter is responsible for disposing of cigarette butts in the proper receptacles.
9. Firearms are prohibited on the premises.

**Capacity**

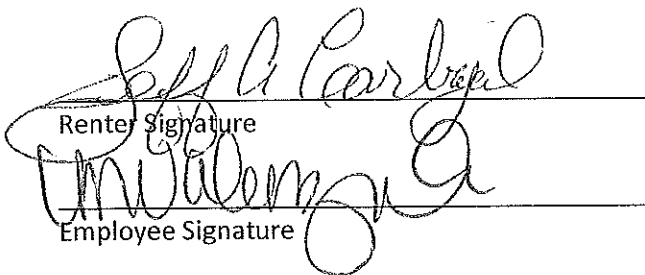
The Center auditorium has a maximum capacity of 250 persons including children. Board Room has a maximum capacity of 35. It is unlawful to exceed this capacity.

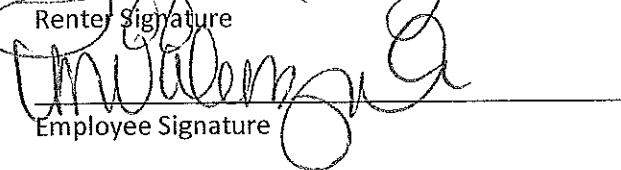
**Minor Children**

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

Age: 0-12 years requires 1 adult per 4 children

Age: 13-17 requires 1 adult per 10 young adults

  
\_\_\_\_\_  
Renter Signature

  
\_\_\_\_\_  
Employee Signature

3-27-19  
\_\_\_\_\_  
Date

3/27/19  
\_\_\_\_\_  
Date

**Minor Children**

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

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**Video Surveillance**

The Center is monitored by video surveillance 24 hours a day for safe and secure operation of the public space; and to deter instances of non-approved activities and damages. Video surveillance recordings of all events are subject to the Information of Public Records Act and recordings shall be kept for 30 days.

I acknowledge the use of video surveillance on the property:

[Signature]

[Signature]  
Renter Signature

8/16/21  
Date

[Signature]  
Employee Signature

8/16/21  
Date

Jeff Carbajal                      575-590-1218  
P.O. Box 1375 Bayard 88003



Clean Up...Fix Up

**Bayard  
Pride**

Help Your Neighbor

# City of Bayard

Form 99-3

## MOBILE HOME INSTALLATION REQUEST FORM

APPLICANT'S NAME: Victoria Chavez

MAILING ADDRESS: 903 Musk St. Bayard Nm 88023

TELEPHONE #: (575) 313 5478

PROPOSED MOBILE HOME STREET LOCATION: 901 BlawKhawk St. Bayard Nm 88002

PRESENT ZONING DESIGNATION OF THE LAND: Wagoner-Watson

LEGAL DESCRIPTION-- (Metes and Bounds - Please attach a copy of description.)

LOT NUMBER: L BLOCK NUMBER: 3

ADDITION: Wagoner-Watson STREET ADDRESS: 901 Blackhawk St.

DIMENSIONS OF MOBILE HOME (LENGTH & WIDTH): 28 x 17

AGE OF MOBILE HOME (YEAR): 2024

IDENTIFICATION NUMBER BEL020592TXABAC

PROPOSED INSTALLATION AND TIE DOWN DESCRIPTION: FHA Foundation - See attached docs

PROPOSED SITE IMPROVEMENTS (RETAINING WALLS, CARPORTS, PORCHES, ETC):  
(Please attach a copy of site plan.) n/a

WATER LINE DIAMETER: \_\_\_\_\_ SEWER LINE DIAMETER: \_\_\_\_\_

OWNER OCCUPIED: yes RENTER OCCUPIED: \_\_\_\_\_

NAME OF MOBILE HOME RESIDENT: Victoria Chavez  
MAILING ADDRESS: 903 husk St. Bayard NM 88023

TELEPHONE NUMBER: (575) 313-5478

Victoria Chavez  
APPLICANT'S SIGNATURE

1/19/24  
DATE

PLANNING AND ZONING MEETING DATE: \_\_\_\_\_

PLANNING AND ZONING DECISION: \_\_\_\_\_

NOTES: Starting within 90 days

APPROVED BY \_\_\_\_\_

DATE APPROVED \_\_\_\_\_

ATTACH COPY OF LEGAL DESCRIPTION

ATTACH COPY OF A SITE PLAN

ATTACH COPY OF MANUFACTURER'S CERTIFICATE OF ORIGIN OR CERTIFICATE OF TITLE

THE PLANNING & ZONING COMMISSION WILL HAVE THE FINAL DECISION.  
ONLY APPEALS MAY BE SUBMITTED TO THE CITY COUNCIL.

OFFICE USE ONLY

MOBILE HOME PERMIT FEE IS \$15.00

Check # \_\_\_\_\_ Cash \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Total Fee Collected: \$ \_\_\_\_\_ Received By \_\_\_\_\_



WARRANTY DEED

ERIN TONEY, A SINGLE PERSON, for consideration paid, grants to REBECCA ORTIZ, A SINGLE PERSON, whose address is 903 LUSK ST., BAYARD, NM 88023, the following described real estate in Grant County, New Mexico:

Lot No. Two (2) in Block Three (3) of the Waggoner-Watson Townsite Addition to Bayard, Grant County, New Mexico in Section 7, T.18S, R.12W, NMPM, as surveyed by Leslie K. Goforth, Grant County, New Mexico.

SUBJECT TO ANY EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

with warranty covenants.

WITNESS my hand and seal this 27 day of February 2019.

Erin Toney (Seal) ERIN TONEY (Seal)

(Seal) (Seal)

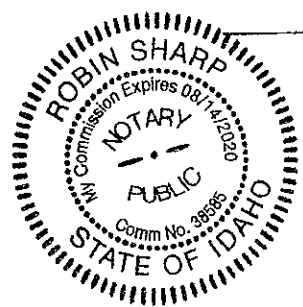
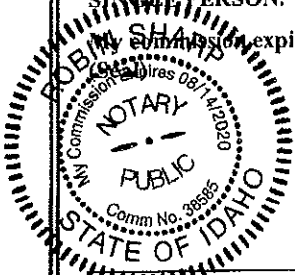
ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF Idaho COUNTY OF Twp Falls ss.

This instrument was acknowledged before me on this 27 day of February, 2019, by ERIN TONEY, A SINGLE PERSON.

My commission expires: 8/14/2020

Robin Sharp Notary Public



FOR RECORDER'S USE ONLY

201900737 B: 281 P: 737 Pgs: 1 WD This instrument was recorded on 02/28/2019 02:45:00 PM Marisa Castrillo, County Clerk, Grant County NM Deputy - rzamarripa



[Empty box for recorder's use]

# PLAT OF SURVEY

of

## LOT 2, BLOCK 3 OF WAGGONER-WATSON TOWNSITE ADDITION TO THE VILLAGE OF BAYARD, GRANT COUNTY, NEW MEXICO

Ueland  
Lot 1, Block 3  
275/879  
3-104-297-005

89°39'00" E 183.60'  
89°12'42" E 183.72'

Chain Link Fence

Pond

Sept

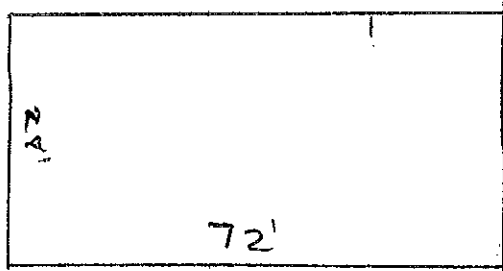
45.9'

86.82  
←

Wire Fence

Ojinaga  
Lot 3, Block 3  
272/4946  
3-072-104-283-009

Toney  
Lot 2, Block 3  
273/609  
72-104-297-014  
0.387± acres

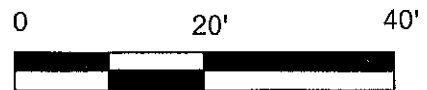


S 00°21'00" W 91.80'  
S 00°32'53" W 91.80'

89°39'00" W 183.60'  
89°13'12" W 183.60'

Back of Curb

Street  
W



FILE NAME		
19-015 Toney Waggoner Watson B 3 L 2 TRV		
SCALE	DATE	DRAWN BY
20 Ft/In	1-25-2019	Bill Miller
JOB	REVISION	SHEET
19-015	1/1	1/1

INDEXING INFO. FOR COUNTY CLERK
Township: 18 South
Range: 12 West
Section: 7
Subdivision: Waggoner-Watson
Owner: Toney, Erin
UPC: 3-072-104-297-014

**Z3 Planners & Surveyors**  
LLC.

3435 Highway 180 East • (575) 388-2252  
Silver City, New Mexico 88061

# 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. 5-2024

### **THE CITY OF BAYARD WILL RECEIVE AN APPROPRIATION 22-G2444-14 FOR THE AMOUNT OF \$10,000.00 FROM THE DEPARTMENT OF FINANCE AND ADMINISTRATION TO PLAN DESIGN AND INSTALL A SURRENDER DEVICE.**

**WHEREAS**, The City of Bayard will receive \$10,000.00 to plan, design, construct, equip and install surrender safety devices statewide, and

**WHEREAS**, the appropriation funds will be disbursed through a reimbursement process and the Appropriation Recipient will submit to the Administering Agency the Exhibit A: Request for Payment form along with supporting document(s), and

**WHEREAS**, the Department of Finance will review these documents to ensure all expenses reflect the intent and purpose of the appropriation language, and

**WHEREAS**, all expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date of June 30, 2026, and

**WHEREAS**, the latest date the Appropriation Recipient may submit a Request for Payment is July 15th, 2026, and

**WHEREAS**, the city of Bayard will only use the appropriation funds to carry out and/or perform activities described in appropriation language, and

**WHEREAS**, the City of Bayard Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project, and

**WHEREAS**, the City of Bayard Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause", and

**WHEREAS**, the City of Bayard will follow the procedure described in "Appropriation Disbursement" for disbursement of appropriated funds.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Bayard that it agrees to and supports the appropriation number 22-G2444-14 for the Plan, Design, construct, equip and install of a Surrender Device "Infant Surrender Box"; and that The City of Bayard

directs and designates John Larry Ojinaga, Mayor and/or Gabriel Ramos, Clerk-Treasurer as the Authorized representatives to act in all matters in connection with this agreement and to do all acts necessary to carry out the intent of the Resolution.

**Passed, Approved and Adopted** by the governing body of The City of Bayard at its meeting on February 26, 2024.

---

John Larry Ojinaga, Mayor

ATTEST:

---

Gabriel Ramos, Clerk/Treasurer

# 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. 6-2024

### SUPPORTING AN APPLICATION TO NEW MEXICO FINANCE AUTHORITY UNDER THE COLONIAS INFRASTRUCTURE FUND FOR WATER SYSTEM IMPROVEMENTS

**WHEREAS**, City of Bayard, NM (“Governmental Unit”) is a qualified entity under the New Mexico Finance Authority Colonias Infrastructure Act, Sections 6-30-1 through 6-30-8, NMSA 1978 (“Act”), and the City of Bayard (“Governing Body”) is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

**WHEREAS**, the New Mexico Finance Authority (“Authority”) has instituted a program for financing of projects from the Colonias Infrastructure fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application (“Application”) for financial assistance from the Authority for public projects; and

**WHEREAS**, City of Bayard is in need of Water System Improvements; and

**WHEREAS**, the proposed project will benefit individuals, families, local residents, and public services within the City of Bayard which is a designated colonia; and

**WHEREAS**, the City of Bayard assures and certifies that it will comply with the regulations, policies, guidelines, loan and match requirements and any requirements with respect to the acceptance and use of the Colonias Infrastructure Program; and

**WHEREAS**, it is the majority opinion of the governing body in and for the City of Bayard that the proposed grant will be in the best interest of the residents of Bayard;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bayard that it endorses and supports an application for the 2024 Colonias Infrastructure Fund funding cycle; and that

1. The Mayor of the City of Bayard, or their designee, is hereby directed to prepare and submit an application on behalf of the City of Bayard for funding assistance from the New Mexico Finance Authority Colonias Infrastructure Fund for Water System Improvements.
2. That the City of Bayard directs and designates John Larry Ojinaga, Mayor and/or Gabriel Ramos, Clerk-Treasurer as the Authorized representatives to act in all matters in connection with this application, and to do all acts necessary to carry out the intent of the Resolution.

**PASSED, APPROVED, and ADOPTED** by the governing body of the City of Bayard at its meeting of February 26, 2024.

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John Larry Ojinaga, Mayor

ATTEST:

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Gabriel Ramos, Clerk-Treasurer