



City of Bayard
CITY COUNCIL REGULAR MEETING
December 09, 2024 at 4:30 PM
Bayard City Hall

AGENDA

CALL TO ORDER: Mayor John L. Ojinaga

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE AGENDA

PROCLAMATION

1. "Cobre High Volleyball Team Week"

PUBLIC INPUT

CONSENT AGENDA

2. Approval of Regular Meeting Minutes for November 12, 2024
3. Approval of Accounts Payable Report
4. Approval of Police Department Reports
5. Approval of Wastewater Department Report
6. Approval of Maintenance Department Report
7. Approval of Fire Department Report
8. Approval of Library Report

NEW BUSINESS

9. Discussion/Action- Proposal by Silver City Recycles on Wastewater Biosolids Composting presented by Chris Lemme
10. Discussion/Action- Real Estate Purchase Agreement between City of Bayard and Foy Incorporated, a NM Corporation
11. Discussion/Action- Allsup Land Surveying Expenditure
12. Discussion/Action- Contract Utility Clerk (as needed)

- 13. Discussion/Action- 2025 Holiday Schedule
- 14. Discussion/Action- Memorandum of Agreement Between the Town of Hurley, City of Bayard and Village of Santa Clara as the Copper Collaborative
- 15. Discussion/Action- Council, Mayor and staff to attend Grant County Day in Santa Fe on January 28-30, 2025

ORDINANCES/RESOLUTIONS

- 16. Discussion/Action- Resolution 21-2024 Open Meetings
- 17. Discussion/Action- Resolution 22-2024 Authorizing the Assignment of Authorized Officer(s) and Agent(s) for Project SAP 24-l2386-GF

PLANNING AND ZONING

- 18. Discussion/Action- Bros Detailing Enterprises, LLC -112 S. Foy Street

CLOSED SESSION

- 19. Closed Session pursuant to 10-15-1 (H-2) NMSA 1978 for Limited Personnel Matters Pertaining to Hire of Police Officer and Demotion of Lead Man in Maintenance Department

ACTION ITEMS RESULTING FROM CLOSED SESSION

- 20. Discussion/Action- Demotion of Lead Man in Maintenance Department
- 21. Discussion/Action- Hire Police Officer

OTHER ACTION FOR PERSONNEL

- 22. Discussion/Action- Hire Temporary Part-time Library Assistant
- 23. Discussion- Resignation Letter from Utility Clerk

MAYOR, COUNCILORS AND DEPARTMENT HEAD REPORTS

NEXT MEETING DATE:

Regular Meeting - January 15, 2025

ADJOURNMENT



City of Bayard
CITY COUNCIL REGULAR MEETING

November 12, 2024 at 4:30 PM

Bayard City Hall

MINUTES

CALL TO ORDER: Mayor John L. Ojinaga

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor John L. Ojinaga
Councilor Eloy Medina
Councilor Frances Gonzales
Councilor Eloy Gonzales
Councilor Gilbert Ortiz.

Others in attendance were Gary Arellano, Chuck Gray, Priscilla Lucero, Elyshia Montoya, Robert Terrazas, Michael Paez, Renee Provence, Trevor Jensen, John Olivas, Martha Salas, and Tanya Ortiz.

APPROVAL OF THE AGENDA

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

PUBLIC INPUT

No public input.

CONSENT AGENDA

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

1. Approval of Regular Meeting Minutes for October 15, 2024
2. Approval of Accounts Payable Report
3. Approval of Police Department Reports
4. Approval of Wastewater Report
5. Approval of Maintenance Department

6. Approval of Fire Department Report
7. Approval of Library Report
8. Approval for Robert Terrazas, Wastewater Supervisor to attend NM Water & Wastewater Association Training in Las Cruces, NM on January 27th- 30th, 2024
9. Approval for Hector Carrillo, Police Chief to attend 29th Annual New Mexico Law Enforcement Training Conference in Ruidoso, NM on December 4th-6th, 2024

OLD BUSINESS

10. Discussion/Action- Ground Land Lease Agreement Between City of Bayard and Frontier Communities for Community Garden

Clerk/Treasurer Salas stated the city attorney has reviewed this lease agreement and has some concerns and would like to speak to the mayor and council.

Ben Rasmussen from the Frontier Food Hub came before the council and mayor to ask for a letter of support for funding that he is working with WNMU this funding will help to do a comprehensive build of the site here in Bayard

Motion made by Councilor Medina to table ground land lease agreement and approve the letter of support for grant funding, Seconded by Councilor F. Gonzales. Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Gonzales, Councilor Ortiz

ORDINANCES/RESOLUTIONS

11. Discussion/Action- Resolution 19-2024 Authorizing and Approving Submission of a Completed Application for Finance Assistance Project Approval to the New Mexico Finance Authority

Clerk/Treasurer Salas stated a loan through USDA for the Library is tied up with our GRT's. She would like for this to be refinanced and it will help with the loan for the land purchase.

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

12. Discussion/Approval- Resolution 20-2024 Resolution Authorizing Application and Presentation to the New Mexico Interstate Stream Commission and Delegating Authority to Project Point of Contact

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

RESOLUTIONS 20-2024

**RESOLUTION AUTHORIZING APPLICATION AND PRESENTATION TO THE
NEW MEXICO INTERSTATE STREAM COMMISSION AND DELEGATING
AUTHORITY TO PROJECT POINT OF CONTACT**

WHEREAS, pursuant to the 2004 Arizona Water Settlements Act ("AWSA") the New Mexico Interstate Stream Commission ("NMISC" or "Commission") allocated \$1,343,823.31 from the New Mexico Unit Fund to City of Bayard (Bayard) for the Municipal Conservation Funding in 2016 ("Original Allocation");

WHEREAS, in April 16, 2024, the NMISC informed City of Bayard that it may propose to the NMISC a project to utilize the unspent money remaining from the Original Allocation for a water utilization project that meets the water supply demands of the Grant County Water Commission Regional Fresh Water Transmission System Improvement project;

WHEREAS, the NMISC requires that certain minimum requirements are met in order to present a proposed project to the Commission, pursuant to the "Non-NM Unit Draft Prior Grantee Requirements and Recommended Timeline," (the "Timeline") provided in April 16, 2024;

WHEREAS, one of the requirements of the NMISC is that Bayard enact a resolution after a public meeting held in accordance with Bayard's Open Meetings Act Resolution, authorizing Bayard, through a representative, to present the proposed project to the Commission and delegating authority to a point of contact designated for the project, with current contact information;

WHEREAS, Bayard has identified a project and it seeks to propose to the Commission to utilize the unspent money remaining from its Original Allocation;

WHEREAS, Bayard has met all the requirements of the NMISC as provided in the timeline and is ready to present the proposed project to the Commission;

WHEREAS, Bayard desires to authorize a representative to present the proposed project to the Commission and delegate authority to a point of contact designated for the project, with current contact information;

WHEREAS, the governing board has convened and held a public meeting in accordance with Bayard Open Meetings Act Resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

RESOLVED, the form and content of the proposed project, as shown on the attached Exhibit A, for which Bayard intends to seek Commission approval for a reallocation of the Original Allocation is hereby ratified and approved.

RESOLVED, John L. Ojinaga, Mayor, Martha Salas, City of Clerk, Alex Brown, Grant County Commission Chair, Priscilla Lucero, Executive Director, SWNMCOG are hereby authorized to present the proposed project to the Commission.

RESOLVED, John L. Ojinaga, Mayor, Martha Salas, City of Clerk, Alex Brown, Grant County Commission Chair, Priscilla Lucero, Executive Director, SWNMCOG are hereby designated the point of contacts for the proposed project and is delegated authority to communicate with NMISC regarding the Project and the Project Funds.

RESOLVED, Martha Salas current contact information that may be used by the NMISC for communications related to the proposed project is:

P.O. Box 728, Bayard, NM 88026

575.537.3327

bayardclerk@cityofbayardnm.com

The undersigned, being the governing board of the City of Bayard ("Bayard"), after public notice as required by Open Meetings Act hereby adopts the following resolution on November 12, 2024 as of the date of the public meeting in which a motion was duly made, seconded and voted upon.

John L. Ojinaga, Mayor

Attest:

Martha Salas, City Clerk

NEW BUSINESS

13. Discussion/Action- Cobre Consolidated Schools Requesting City of Bayard to be Grantee For \$125,000 Received From DFA/Governor to Renovate Modular Buildings

Priscilla Lucero from the SWCG asked the mayor and council if the City of Bayard can be the grantee for Cobre Schools. This funding is to renovate modular building to be utilized for teachers that will be working for the school district. Ms. Lucero will be working with Clerk Salas and Mr. Koury superintend of Cobre schools to insure all the proper steps are taking for this funding.

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

14. Discussion/Action- FY 25 Capital Outlay Requests

Motion made by Councilor Medina Priority number one purchase heavy equipment in the amount of \$350,000, priority number 2 purchase of vehicles and equipment for vehicles in the amount of \$120,000, priority number three renovations on little league restrooms in the amount of \$120,000. All are on the top five of our ICIP ,
Seconded by Councilor E. Gonzales.

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

15. Discussion/Action- Contract WNMU GIS Student to Complete 911 Addressing Project

Clerk/Treasurer Salas asked for approval to hire a GIS Student to complete the 911 Addressing Project. She will be drawing up a contract. The contract will be brought back to city council for approval.

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

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

16. Discussion/Action- Hire Temporary Part-Time Library Employee with Grant Funding

Librarian Renee would like to hire a part time library employee, this will be a trail period to open on Saturdays and this person will help if her or her other staff will be out this will be paid out of grant funding the pay rate would be \$14.75.

Clerk/Treasure Salas stated this will only be temporary and once fund is exhausted this position will no longer be unless there is more funding available.

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

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

17. Discussion/Action- Appointment of New Library Committee Member

Librarian Renee would like to have Patricia De Naranjo to service as secretary on the Library Board.

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

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

18. Discussion/Action- Repairs to Water Wells #8 and #10

Maintenance Director Michael Paez stated these wells need repairs one well 8 has not had any repairs for 12 years. Well 10 had some work done last year. The cost for both wells will be \$18,500.

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

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

19. Discussion- Maintenance Employee Retirement

Jose Sierra is retiring as of November 15, 2024.

CLOSED SESSION

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

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

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

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

20. Closed Session Pursuant to NMSA 1978 10-15-1, (H-7) Threatened and/or Pending Litigation

ACTIONS ITEMS RESULTING FROM CLOSED SESSION

No action was taken.

DEPARTMENT HEAD REPORTS

Robert Terrazas things are still running good. Water is being sent to the cemetery.

Chuck Gray stated what is going to be done Christmas lights 5 gift cards are being giving out. Judges will be from out side of the city residents. A letter was sent out to the school to see what else the kids want done with the money they raised pennies for park. The kids want a basketball court placed at the park.

Michael Paez million gallon tank project received more money from another funding. November 20th the contractor will be on site doing repairs. US 180 project stated on Monday, the first month and a half they will be working on detour of the bridge, then they will start in Bayard. Christmas Tree is up and Mr. Paez will be putting lights on the buildings next.

Clerk/Treasure Salas quarterly report was turned in at the end of October and was presented. Salas announced utility clerk resigned and she will be posting in house for the position.

MAYOR AND COUNCILORS REPORTS

Councilor F. Gonzales stated the Bayard Housing Meeting will be Wednesday at 4 pm. There will be a Planning and Zoning meeting the first Thursday of the month. Also, there will be a Tamal Festival on Saturday at Ft. Bayard.

Councilor Ortiz asked the owner of the Cobre Car Wash if he could pain the wall at the Car Wash. He did give permeation.

Mayor Ojinaga attended a meeting for the US180 project. The contractors will be removing the budge at night this will start November 11th and should end April. The contractors asked if a police man can go drive by and make sure the contractors are safe. Mayor Ojinaga got a thank

you for our police department. Mayor thanked the maintenance department for putting up the flags on Veteran's Day.

NEXT MEETING DATE:

Regular Meeting - December 9, 2024

ADJOURNMENT

John L. Ojinaga
Mayor

ATTEST:

Martha Salas
Clerk Treasurer

ACCOUNTS PAYABLES

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>P.O.</u>
	<u>GENERAL FUND - 10-31 Police</u>		
Xfinity	Monthly Bill for Police	\$254.85	
Lexis Nexis	Software for PD	\$215.25	
PNM	City Monthly Bill	\$103.74	
WNM Communications	Office phones for the city	\$106.05	
Grany County Prospec	Grant County Day Sponsorship Jan. 29, 2025	\$500.00	
Grant County Pest Co	Monthly pest control spray for city	\$14.55	
Quill Corporations	Quarterly Supplies for the City	\$87.75	11019
Sandia Office Supply	Copy Paper for the City	\$220.00	11032
Century Link	Fax Lines for the City	\$218.86	
WEX Bank	Monthly Fuel Usage for October	\$1,588.78	
ABILA	Municipal Water System November	\$132.25	
ABILA	Municipal Water System for October	\$132.25	
Ricoh	Printer services CH, Lib, PD	\$40.36	
Ace Hardware	October City Supplies	\$70.58	10985
Ace Hardware	October City Supplies	\$32.05	10985
New Mexico Mun Leagu	Conference for Hector Carrillo	\$400.00	
Oreilly Auto Parts	Parts for the City for October	\$70.31	10986
TOTAL		\$ 4,187.63	

	<u>GENERAL FUND - 10-24 City Hall</u>		
Silver City Daily Pr	Regular Meeting 11/12/24	\$33.08	
Vivint	City Hall monthly Bill	\$61.75	
Xfinity	Internet for City Hall	\$312.46	
PNM	City Monthly Bill	\$520.50	
H & S Electric	Supplies for the Christmas Tree	\$25.15	11033
WNM Communications	Office phones for the city	\$212.10	
Grany County Prospec	Grant County Day Sponsorship Jan. 29, 2025	\$500.00	
Grant County Pest Co	Monthly pest control spray for city	\$38.91	

Quill Corporations	Quarterly Supplies for the City	\$150.66	11019
Sandia Office Supply	Copy Paper for the City	\$220.00	11032
Beasley, Mitchell	Audit Service- progress bill #2- 2024	\$5,482.31	
Century Link	Fax Lines for the City	\$161.20	
WEX Bank	Monthly Fuel Usage for October	\$59.00	
Amazon	Toner Cartridge for City Hall	\$200.00	11029
ABILA	Municipal Water System November	\$	
ABILA	Municipal Water System for October	\$132.23	
Andy Torres	City Hall Christmas window Décor	\$200.00	
New Mexico Gas Co.	Monthly Bill for old Fire Dept	\$62.44	
PNM	603 Tom Foy Blvd Unit X-mas	\$33.00	
PNM	606 Alta Vista Unit Star	\$68.40	
Silver City Daily Pr	Maint Worker Classifies 9/19, 11/7, 11/9, 11/14	\$74.61	
Ricoh	Printer services CH, Lib, PD	\$40.36	10985
Ace Hardware	October City Supplies	\$106.57	10985
Ace Hardware	October City Supplies	\$32.05	
TOTAL+A46:F46		\$8,859.01	

GENERAL FUND - 10-43 Parks

			<u>P.O.</u>
Stites Enterprises	Trecher Rental for Old Fire station park	\$	237.85
PNM	City Monthly Bill	\$154.14	11041
Grant County Pest Co	Monthly pest control spray for city	\$17.51	
PNM	206 Hurley Ave Unit PKLOOP	\$97.53	
Ace Hardware	October City Supplies	\$55.97	10985
TOTAL		\$	563.00

GENERAL FUND - 10-34 ACO

			<u>P.O.</u>
Grant County Pest Co	Monthly pest control spray for city	\$29.32	
Arenas Valley Animal	Euthanasia of a cat on 10/1/24	\$10.66	

TOTAL \$39.98

SOLID WASTE FUND - 160

P.O.

Beasley, Mitchell	Audit Service- progress bill #2- 2024	\$5,482.31
ABILA	Municipal Water System November	\$132.25
ABILA	Municipal Water System for October	\$132.25

TOTAL: \$5,482.31

JNT WASTEWATER FUND - 170

P.O.

American Linen & Unif	WW Weekly Uniform Maint 11/11/24	\$50.71	11017
DeMent Alarms, Inc	Replace Security System Alarm Repair	\$1,614.38	
Eurofins	Plant Tests 10/24/24	\$221.71	
American Linen & Unif	Weekly WW Uniform Maint 11/4	\$50.71	
The UPS Store	WW Weekly Sample Shipment 10/30	\$251.52	
The UPS Store	WW Weekly Sample Shipment 11/6	\$273.67	
NMED	Discharge Permit Renewal, DP-1611	\$4,600.00	
PNM	City Monthly Bill	\$45.02	
WNM Communications	Office phones for the city	\$70.70	
Grant County Prospec	Grant County Day Sponsorship Jan. 29, 2025	\$500.00	
Grant County Pest Co	Monthly pest control spray fo city	\$48.13	11019
Quill Corporation	Quarterly Supplies for the City	\$42.48	11032
Sandia Office Supply	Copy Paper for the City	\$220.00	
Beasley, Mitchell	Audit Service- progress bill #2- 2024	\$5,482.31	
Century Link	Fax Lines for the City	\$201.29	
WEX Bank	Monthly Fuel Usage for October	\$143.15	
Amazon	Lockout Tagout Electrical kit for WW	\$77.95	11007
ABILA	Municipal Water System November	\$132.25	
ABILA	Municipal Water System for October	\$132.25	
The UPS Store	WW Weekly Sample Shipment 11/20	\$255.20	
Eurofins	Plant Tests 11/7/24	\$426.20	
Eurofins	Plant Tests 11/14	\$221.71	

Quill Corporation	Quarterly Supplies for the City	\$23.90	11016
Sandia Office Supplies	Copy Paper for the City	\$220.00	
Century Link	Fax Lines for the City	\$101.06	
Amazon	Galaxy Phone Accessories for library	\$45.85	
Andy Torres	Christmas Window Decor at the Library	\$200.00	
PNM	1120 Central Ave Library	\$392.35	
Las Cruces Sun News	Annual Subscription for Library	\$288.00	
Ricoh	Printer services CH, Lib, PD	\$40.36	
Ace Hardware	October City Supplies	\$32.05	10985

TOTAL: \$ 1,443.59 P.O.

MUNICIPAL STREETS FUND- 240

PNM	City Monthly Bill	\$4,071.30	11033
H & S Electric	Supplies for the Christmas Tree	\$113.65	10999
Northern Safety	Safety Supplies	\$181.10	10998
GRAINGER	Eye Wash Station and Coveralls	\$166.66	
WEX Bank	Monthly Fuel Usage for October	\$162.52	
ABILA	Municipal Water System November	\$132.25	
ABILA	Municipal Water System for October	\$132.25	
Ace Hardware	October City Supplies	\$82.61	10985
TOTAL:		\$ <u>5,042.34</u>	P.O.

EMS FUND - 320

TOTAL: \$ -

	<u>P.O.</u>
<u>Maintenance 150</u>	
USA Bluebook	11014
Morning Star	10975
Badger Meter	
Lopez & Associates	11033
PNM	10999
H & S Electric	
Northern Safety Co.	
WNM Communications	
Grant County Prospec	11019
Grant County Pest Co	11032
Quill Corporation	10998
Sandia Office Supply	
GRAINGER	
Beasley, Mitchell	
WEX Bank	
ABILA	
ABILA	
Xfinity	
Ace Hardware	10985
Ace Hardware	10985
Ace Hardware	10985
Oreilly Auto Parts	10986
Oreilly Auto Parts	10986
TOTAL:	\$ 13,509.45
<u>P.O.</u>	
<u>FIRE FUND- 30</u>	
AirGas SW	10992
Bound Tree	
Oxygen Cylinder Rental for Fire	\$ 85.35
Automated External Deficulator	\$ 4,409.98

PNM	City Monthly Bill	\$174.13	11032
WNM Communications	Office phones for the city	\$35.35	
Grany County Pest Co	Monthly pest control spray for city	\$14.55	
Sandia Office Supply	Copy Paper for the City	\$220.00	
Beasley, Mitchell	Audit Service- progress bill #2- 2024	\$219.85	
WEX Bank	Monthly Fuel Usage for October	\$103.30	
ABILA	Municipal Water System November	\$132.25	
ABILA	Municipal Water System for October	\$132.25	
Oreilly Auto Parts	Parts for the City for October	\$376.83	10986
TOTAL:		\$ 5,903.84	P.O.

<u>SEWER FUND- 155</u>			
Northern Safety Co.	Safety Supplies	\$134.00	10999
GRAINGER	Eye Wash Station and Coveralls	\$29.72	10998
WEX Bank	Monthly Fuel Usage for October	\$318.17	
ABILA	Municipal Water System November	\$132.25	
ABILA	Municipal Water System for October	\$132.25	
Ace Hardware	October City Supplies	\$267.74	10985
AZ Wastewater Ind	Sewer Rods and Augers	\$2,575.97	10903
TOTAL:		\$3,590.10	P.O.

Law Enforcement Protection Fund 60

TOTAL:		\$ -	P.O.
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Amazon	Halloween supplies for the spooky house	\$597.62	
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Beautification 430

TOTAL: \$597.62

PROJECTS

Trumm Engineering
IDEUM, INC
SmithCo Construction

BAY-24-01-1 TASK ORDER NO. 3 2024
Bayard Museum Master Plan Milestone-4
Water System Improvements- 1MG Water Tank Rehal

\$1,872.68
\$2,449.55
\$225,303.10

TOTAL: \$ 229,625.33

TOTAL: \$ 295,892.62

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

Traffic Activity

Accidents	5
Traffic stops made	82
Citations Issued	33
Municipal 26	
Magistrate 4	
Stop Sign 0	
DWI	0
Motorist Assists	1
Reckless driver	9
Traffic complaints	1

Criminal Activity

Arrests	6
Burglary/Larceny	0
Criminal damage	1
Domestic calls	5
Inj./Tamp. with vehicle	2
Harassment	2
Unwanted subject	7
Shoplifting	1
Fraud/Embezzlement	1
Disturbance	4
Fight	1
Criminal sexual contact	1
Assault	1
Murder	1

General Activity

Suspicious activity	12
Civil stand by	1
Escorts	5
Welfare check	13
Training	3
Follow up investigations	3
Alarm	1
Noise complaints	1
Shots fired	2
Animal call	10
Civil matter	1
Court	4
Requests for public service	8
Attempt to Locate	2
Child exchange	3
Frequent patrols	30
Business checks	10
Citizen assists	6

Mental health complaints	1
Possible overdose	1
Fireworks	2
Citizen contacts	3

Juvenile Activity

Citations-	3
Battery 2	
Narcotic violations 1	

Agency Assists

NMSP	4
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Offense/Incident reports generated **17**

Murder in the first degree	
Disturbance	
Assault on a Pox3; Resisting, evading, obstructing, Selling or giving alcohol beverages	
Assault	
Warrant arrest	
Informational	
Battery x2	
Battery	
Injuring/tampering with a motor vehicle	
Criminal damage to property	
Injuring/Tampering with a motor vehicle	
Criminal trespass; Battery; shoplifting	
Possession of controlled substance; Driving suspended/revoked	
Cruelty to animals; Extreme cruelty to animals	
Use/Poss. Drug paraphernalia	
Fraud/Embezzlement	
Assault	

Calls in Bayard responded by Grant Co. Sheriff's Dept **20**

Unwanted subject	1
Domestic disturbance	1
Suspicious activity	7
Welfare check	2
Citizen assist	2
Fraud/Embezzlement	1
Criminal trespass	1
Alarm	1
Child exchange	2
Shots fired	1
Fight	1

Vehicle Make: 2018 FORD PICKUP #101

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
24-Nov	Buttermilks	18.883	54.74			54254	653125	TJ-943
4-Nov	Buttermilks	16.795	48.69			54434	658606	TJ-943
TOTALS		35.678	\$103.43	\$0.00	\$0.00			

Recapitulation

Fuel	
Oil	
Mic	
TOTAL	

Speedometer Reading

End of month mileage	
First of month mileage	
Total miles	
Miles per gallon	-

Vehicle Make: 2018 FORD EXPLORER #102

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
4-Nov	Snappy 212	16.915	48.53			51747	665819	HC-941
TOTALS		16.915	\$48.53	\$0.00	\$0.00			

Recapitulation

Fuel	
Oil	
Mic	
TOTAL	

Speedometer Reading

End of month mileage	
First of month mileage	
Total miles	
Miles per gallon	

Item 1.

Vehicle Make: 2016 FORD TAURUS #80

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
TOTALS		0	\$0.00	\$0.00	\$0.00			

Recapitulation

Fuel	
Oil	
Mic	
TOTAL	

Speedometer Reading

End of month mileage	
First of month mileage	
Total miles	
Miles per gallon	#DIV/0!

Vehicle Make: 2016 FORD TAURUS #100

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
19-Nov	Snappy 212	14.172	40.66			71673	681026	JO-947
TOTALS		14.172	\$40.66	\$0.00	\$0.00			

Recapitulation

Fuel	\$40.66
Oil	
Mic	
TOTAL	\$40.66

Speedometer Reading

End of month mileage	71830
First of month mileage	71673
Total miles	157
Miles per gallon	11.078

Vehicle Make: 2016 FORD TAURUS #50

Item 1.

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
TOTALS		0	\$0.00	\$0.00	\$0.00			

Recapitulation

Fuel	
Oil	
Mic	
TOTAL	

Speedometer Reading

End of month mileage	
First of month mileage	
Total miles	
Miles per gallon	#DIV/0!

Vehicle Make: 2016 FORD TAURUS-UNIT 60

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
TOTALS		0	\$0.00	\$0.00	\$0.00			

Recapitulation

Fuel	
Oil	
Mic	
TOTAL	

Speedometer Reading

End of month mileage	
First of month mileage	
Total miles	
Miles per gallon	#DIV/0!

Vehicle Make: ACO UNIT-2020 F-250

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
5-Nov	Buttermilks	27.686	79.29			27437	631810	LG-946
22-Nov	Buttermilks	28.739	83.31			27649	651077	LG-946
TOTALS		56.425	162.60	\$0.00	\$0.00			

Recapitulation

Fuel	\$162.60
Oil	
Mic	
TOTAL	\$162.60

Speedometer Reading

End of month mileage	27649
First of month mileage	27437
Total miles	212
Miles per gallon	3.757

Vehicle Make:

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
TOTALS		0	\$0.00	\$0.00	\$0.00			

Recapitulation

Fuel	
Oil	
Mic	
TOTAL	

Speedometer Reading

End of month mileage	
First of month mileage	
Total miles	0
Miles per gallon	#DIV/0!

City of Bayard Wastewater Treatment Plant

Monthly Report for November 2024

11-04-2024: Make plant rounds and wash down clarifiers and run plant test, check N Hurley lift station and wash down and grease bar screen, check all fire extinguisher.

11-05-2024: Make plant rounds, wash down clarifiers and run plant test, check chlorine system at rec plant, dewater #1 digester, and run screw press.

11-06-2024: Make plant rounds and collect all water sample, run all plant test and take water samples to Silver UPS, drain AC at rec plant, fill up acid tank in UV building, check heaters in all building.

11-07-2024 Make plant rounds and wash down clarifiers and run plant test, check N Hurley lift station and check on dewatering pump on digester, fill up chlorine tank in wash water building, take trash to transfer station.

11-12-2024 Make plant rounds and wash down clarifiers and run plant test, check N Hurley lift station and haul 2 loads of sludge to silver landfill, turn sludge on drying pad, check chlorine at rec. plant.

11-13-2024: Make plant rounds and wash down clarifiers, run plant test and collect all water sample and take to Silver UPS, take tire off of 08 F-150 truck, paint some of the guard post yellow.

11-14-2024: Make plant rounds and wash down clarifiers, run plant test and dump #2 digester to #1 drying bed, check North Hurley lift station and clean up lab building.

11-18-2024 Make plant rounds and wash down clarifiers and run plant test, check North Hurley lift station and turn # 1 drying bed, turn sludge stock pile, clean up blower building.

11-19-2024: Make plant rounds, wash down clarifiers, run plant test and check chlorine systems at rec plant and unclog discharge line, put tire back on 08 F150 truck.

11-20-2024: Make plant rounds and run all plant tests and collect all water samples and run samples to UPS in silver, finish unclogging discharge line at rec plant.

11-21-2024: Make plant rounds and wash down clarifiers and run plant test, check North Hurley lift station and turn # 1 drying bed, clean up lab building, went city hall to pick up package and paint guard post around plant.

11-25-2024: Make plant rounds and wash down clarifiers, run plant test, check north hurley lift station, turn # 1 drying bed, fill up equipment with fuel and go fill up bulk tank with diesel.

11-26-2024: Make plant rounds and wash down clarifiers, run plant test and mow and cut weeds at north hurley lift station, go to ace hardware store and pick up parts.

11-27-2024 Make plant rounds and wash down clarifiers, run plant test and remove trashcan for bar screen and replace with empty can, check north hurley lift station, turn # 1 drying bed, Clean up lab building.

November 2024 Monthly Maintenance Report

Projects:

City of Bayard 1MG Water Tank Rehab – 181301358

D&R Tank is on site to complete the follow; work as per design documents, and approved repairs as per tank inspection report. The floor plate is in place, center support column is in place, roof structure is on site.

Maintenance:

This is only a list of the routine activities that were done during this month as follows: checking wells, checking pumps, checking 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 chlorine system, janitorial and being available for whatever problems come along.

Christmas decorations;

Christmas Tree is up working on a few issues with the panels, Central Ave. reefs are complete. US180 Decorations are starting to go up. Building is also getting completed.

Water and Sewer;

2 water leaks

4 sewers

Oak St. lift station need some to work to pumps and pumping structures.

Work Orders;

There has been an increase in the number of work orders regarding check meters for leaks. The leaks are been on the customer side.

December 9, 2024, Bayard Public Library Council Report

Our Thanksgiving Break Programming had a great turn out! The Disguise a Turkey Project had 25 people of all ages show up. 20 children and their caregivers attended Story Time and Craft, and 13 people showed up for the Painting Wooden Ornament Craft.

The Winter Break Programming is in the works though it is not ready to publicize. We are planning daily programming during the break and will either do story time paired with a craft based on the STEAM Kits from the NM State Library or just a craft. The new part-time, temporary staff member will contribute to the planning of the Winter Break Programming.

The next Library Board Meeting will be on December 12, at 4 pm. The primary focus of the meeting is to start the process of drafting a policy manual for the Library. We are using Silver City Public Library's policy manual as a guide and will be considering if their policies and fees work for our library. We will be reviewing and editing the first 16 pages of the draft policy manual. It will take a few months before we are ready to present a draft policy manual to the City Council for review and approval.

It is permissible to use go bond money for website and logo design. Renee is working on getting quotes for both.

Prepared for The City of Bayard, New Mexico

Wastewater Biosolids Composting A Proposal

By Silver City Recycles



October 2024

Introduction

The US Environmental Protection Agency (EPA), which sets the guidelines for states to regulate wastewater treatment plants, classifies wastewater biosolids, like what is generated at the Bayard wastewater treatment plant, as class B sludge, which is considered a regulatory biohazard. This classification requires special handling and transportation of this material, and its disposal is highly regulated in order to reduce the risk of human disease. The EPA's accepted disposal methods for class B sludge in order from most preferred to least is :

1. Composting
2. Land application without composting
3. Deep well injection
4. Dried and incinerated
5. Landfilled

The EPA acknowledges the liabilities for any municipality to landfill biosolids. These include a vast increase in methane production (a greenhouse gas 50 times worse than CO₂), reduced landfill space for other materials which reduces the landfill lifespan, and the loading, transport, and handling of Class B sludge. The EPA lists composting biosolids as the preferred method of disposal primarily because this turns them from a biohazard and a liability into a valuable resource that can be used locally in agriculture, landscaping, and habitat restoration. In addition, the biomass (chips and branches, leaves, lawn clippings, etc.) used with the biosolids in the composting process is also a waste stream that can be kept out of the landfill.

According to the New Mexico Environment Department, approximately half of all communities in the state currently compost biosolids leftover from the wastewater treatment process. At the moment, all biosolids produced at the Bayard wastewater treatment plant are buried in our local landfill.

Why Silver City Recycles?

Silver City Recycles is a nonprofit public benefit corporation organized to promote community activities in the Grant County, NM area that reduce the amount of waste deposited in the local landfill. In addition to recycling inorganic materials, our mission includes facilitating and managing programs that compost organic waste. Our experience in materials handling, sorting, and elimination of unwanted materials from processing streams is essential for processing woody biomass required in the biosolids composting process.

In April of 2024 Silver City Recycles (SCR) was awarded a contract by the Town of Silver City to demonstrate how to compost biosolids from the Silver City Wastewater Treatment Plant (SC WWTP). SCR demonstrated the ease with which one cubic yard of biosolids could be mixed with two cubic yards of pecan shells and composted within 60 days to meet all EPA requirements. This process can be scaled up to compost all biosolids at any wastewater treatment plant in New Mexico.

In May 2024 Silver City Recycles visited the WWTP in Carlsbad, NM to witness firsthand a large-scale wastewater biosolids composting operation. The volume of raw sewage processed daily in Carlsbad is approximately 10 times what is processed in Silver City and possibly 15 to 20 times that handled by the City of Bayard. The entire composting operation in Carlsbad requires approximately 40 man-hours of labor per week. This is possible for such a large operation because of the high degree of automation they employ using specialized machinery such as belt-fed wood chippers, screen sifters, and hi-capacity front-end loaders. However, the plant manager suggested that an operation at a small plant like the one in Bayard could be completed with only a small front-end loader and one dump truck.

Finally, SCR has two employees certified by the State of New Mexico as Compost Operators meaning they are licensed to manage and operate industrial scale composting operations per state regulations.

Turning a Liability into a Benefit

Finished compost is a valuable agricultural and gardening asset. Everyone from commercial farmers to backyard gardeners, from ranchers to municipalities can benefit from the application of compost to their lands, fields, and gardens. Adoption of compost use will be a low hurdle to clear if it is given away to the community as it is done in most communities in New Mexico. In addition, there are many other challenges in Grant County that a large and consistent source of compost can help address. This includes but is in no way limited to erosion control projects, reforestation of burned areas in the National Forest, increased food resilience by increasing the fertility of agricultural and range lands, expanding and creating new tree nurseries, and beautifying the City of Bayard by planting more trees, flowering shrubs, and other native plants in areas they cannot currently survive.

Use of BioChar

BioChar is charcoal produced from liability biomass (tree trimmings, slash, etc.) that when added to soil provides a stable form of carbon that is sequestered and will not be released back into the atmosphere as it would if the biomass is allowed to decompose. In addition, when mixed with compost, biochar provides a highly porous surface in which beneficial bacteria and fungi thrive, allowing them to be distributed into degraded soil environments.

Adding biochar to the compost pile has several other benefits including but not limited to odor control and moisture absorption. In the "lasagna-style" pile construction strategy, one inch (1") of biochar can be added on top of each layer of biosolids. When the final compost product is dug out of the pile, the biochar will be distributed throughout the compost by inherent mixing by the digging and dumping process. This will increase all positive aspects of the finished compost from nutrient and moisture retention to microbiologic diversity and survivability. These aspects will make the finished compost more attractive to farmers, gardeners, and ranchers who will use it.

City of Bayard

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)

Resolution 22-2024

Whereas, the City Council of City of Bayard of Grant County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as Project Number SAP 24-I2386-GF

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

John. Ojinaga, Mayor, or successor is authorized to sign the Grant Agreement for this project, and

Martha Salas, City Clerk Treasurer and Tanya Ortiz, Deputy Clerk (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and to act as the project contact, and

Martha Salas, City Clerk Treasurer and Tanya Ortiz, Deputy Clerk or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

Martha Salas, City Clerk Treasurer and Tanya Ortiz, Deputy Clerk (may have more than one) or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: December 9, 2024.

John L. Ojinaga, Mayor

Date

ATTEST:

Martha Salas, City Clerk Treasurer

**STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
City of Bayard
SAP 24-I2386-GF**

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Bayard hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 32 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 24-I2386-GF \$1,600,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 32, One Million Six Hundred Thousand Dollars, (\$1,600,000.00), from the General Fund to plan, design, construct, equip and furnish wastewater system improvements for Bayard in Grant county;

The Grantee's total reimbursements shall not exceed One Million Six Hundred Thousand Dollars, \$1,600,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places (\$0.00)¹, if applicable, One Million Six Hundred Thousand Dollars, \$1,600,000.00 (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the 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, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. The Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed on their Resolution of Signatory Authority as their representatives with all matters concerning this Agreement.

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

NMED Program Administrator
NMENV-cpbsap@state.nm.us

505-670-3583
505-670-3615

NMED Project Manager

Name: Steven Deal
Email: steven.deal@env.nm.gov
Telephone:505-670-2926

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended, and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination.

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department’s Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

If the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not

obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee a minimum of thirty (30) days' written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

The Grantee shall respond to such requests for additional information within a reasonable amount of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor; or
- (ii) No more than twenty (20) days from date of Early Termination; or
- (iii) For reverting projects, no more than twenty (20) days after June 30 reversion unless advised in writing differently.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to the Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be

required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Bayard may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Bayard's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Bayard or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Bayard or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the City of Bayard may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Bayard only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor.
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any);
- and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement.
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance.
 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

Authorization Page
BAYARD WWATER SYS IMPROVE SAP 24-I2386-GF

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Entity Name

Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

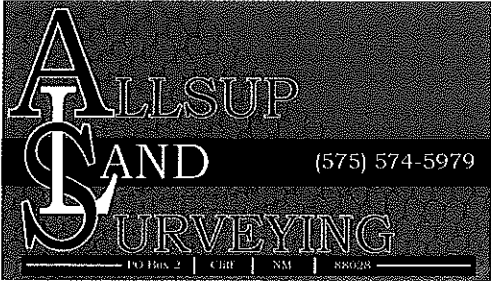
Its: _____
(Title)

Date

New Mexico Environment Department

Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the February 19, 2024 Secretary of Environment Delegation Order

INVOICE



PO Box 2
 Cliff, NM 88028
 Phone (575) 574-5979

INVOICE # 999
 OCTOBER 10, 2024

TO:
 City of Bayard
 Foy, Inc.

FOR:
 Foy Inc Boundary Survey

DESCRIPTION	HOURS/MILES	RATE	AMOUNT
9-16-24 Fieldwork – Surveying Boundary Evidence	7	\$150.00	\$1,050.00
9-17-24 Fieldwork – Surveying Boundary Evidence	7	\$150.00	\$1,050.00
9-18-24 Fieldwork – Surveying Boundary Evidence	8	\$150.00	\$1,200.00
9-19-24 Fieldwork – Surveying Boundary Evidence	6	\$150.00	\$900.00
9-23-24 Office – Researching Boundary Documents	4	\$90.00	\$360.00
9-24-24 Fieldwork – Surveying Boundary Evidence	6	\$150.00	\$900.00
9-30-24 Office – Drafting Boundary Features	4	\$90.00	\$360.00
10-1-24 Fieldwork – Surveying Boundary Evidence	8	\$150.00	\$1,200.00
10-2-24 Office – Drafting Survey Plat, Easements, and Leases	8	\$90.00	\$720.00
10-3-24 Office – Drafting Survey Plat, Easements, and Leases	8	\$90.00	\$720.00
10-4-24 Office – Drafting Survey Plat, Easements, and Leases	8	\$90.00	\$720.00
10-9-24 Office – Drafting Survey Plat, Easements, and Leases	8	\$90.00	\$720.00
10-10-24 Office – Drafting Survey Plat, Easements, and Leases	4	\$90.00	\$360.00
Sub Total			\$10,260.00
GRT		6.5625%	\$673.31
		TOTAL	\$10,933.31

Make all checks payable to Allsup Land Surveying.
 Total due in 30 days. Overdue accounts subject to a service charge of 1.5% per month.

Thank you for your business!

2025 HOLIDAY SCHEDULE

Wednesday, January 1, 2025 New Year's Day

Monday, January 20, 2025 Martin Luther King Jr. Day

Monday, February 17, 2025 President's Day

Friday, April 18, 2025 Good Friday
Monday, April 21, 2025 Easter Monday

Monday, May 26, 2025 Memorial Day

Thursday, June 19, 2025 Juneteenth

Friday, July 4, 2025 Independence Day

Monday, September 1, 2025 Labor Day

Monday, October 13, 2025 Indigenous Peoples'/Columbus Day

Tuesday, November 11, 2025 Veteran's Day

Thursday, November 27, 2025 Thanksgiving
Friday, November 28, 2025 Thanksgiving

Wednesday, December 24, 2025 Christmas Eve
Thursday, December 25, 2025 Christmas Day

MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF HURLEY, CITY OF BAYARD
AND VILLAGE OF SANTA CLARA KNOWN
AS THE COPPER COLLABORATIVE

THIS AGREEMENT is by and between Town of Hurley, City of Bayard, Village of Santa Clara New in Grant County, New Mexico now known as The Copper Collaborative have mutually agreed to work collaboratively on expanding housing opportunities in the mining district; and

WHEREAS, the Town of Hurley, City of Bayard, Village of Santa Clara have approved the Grant County Affordable Housing Plan by resolution; and

WHEREAS, the Town of Hurley, City of Bayard and the Village of Santa Clara have approved ordinances; and

WHEREAS, the Town of Hurley, City of Bayard and the Village of Santa Clara have approved plans and ordinances by Housing NM/MFA; and

WHEREAS, The Village of Santa Clara will be the lead of the housing initiative based on their successful model; and

WHEREAS, The Village of Santa Clara will be the lead applicant for funding applications for housing; and

WHEREAS, The Copper Collaborative has established this goal in their strategic plan; and

WHEREAS, there is a need for in-fill development; and

PURPOSE AND SCOPE

THIS AGREEMENT allows the Village of Santa Clara to serve as the lead of The Copper Collaborative to pursue and implement funding for housing opportunities that will support local employers and families with housing within the mining district.

Larry Ojinaga, Mayor
City of Bayard

Date

Arnold Lopez, Mayor
Village of Santa Clara

Date

Ed Stevens, Mayor
Town of Hurley

Date