

# 2024 HOLIDAY SCHEDULE

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Monday, January 1, 2024 New Year's Day  
Monday, January 15, 2024 Martin Luther King Day

Monday, February 19, 2024 President's Day

Friday, March 29, 2024 Spring Holiday  
Monday, April 1, 2024 Spring Holiday

Monday, May 27, 2024 Memorial Day

Wednesday, June 19, 2023 Juneteenth

Thursday, July 4, 2024 July 4<sup>th</sup>

Monday, September 2, 2024 Labor Day

Monday, October 14, 2024 Columbus Day

Monday, November 11, 2023 Veteran's Day

Thursday, November 28, 2023 Thanksgiving  
Friday, November 29, 2023 Thanksgiving

Wednesday, December 25, 2023 Christmas

# 2024 Regular Council Meeting Schedule

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January 8, 2024  
January 22, 2024

February 5, 2024  
February 20, 2024 Tuesday

March 11, 2024  
March 25, 2024 Tuesday

April 8, 2024  
April 22, 2024

May 13, 2024  
May 28, 2024 Tuesday

June 10, 2024  
June 24, 2024

July 8, 2024  
July 22, 2024

August 12, 2024  
August 26, 2024

September 9, 2024  
September 23, 2024

October 15, 2024 Tuesday  
October 28, 2024

November 12, 2024 Tuesday

December 9, 2024

## Library Report November 2024

1. October 27, 2023, we had a Halloween craft day. We had 15 children and 3 adults making masks, painting pumpkins, and assorted crafts.
2. Sonya participated in the trunk or treat on Halloween in front of library. Gave out 300 pieces of candy.
3. We are completing a large book and DVD order of patron requests and new releases for end of year 2023.
4. We are putting together a new children's book order, and audio book order.
5. The library held a local author event on Friday, November 17<sup>th</sup> and 22 people attended. Six authors presented original works.
6. Sonya attended a steering committee meeting for the Frontier Food Hub and they will form a proposal to present to council in the near future.
7. Lone Mountain Natives presented a workshop in the park on November 29<sup>th</sup>. Community members learned about sheet mulching, pollinator plant identification, pruning and plant care.
8. The library was presented with large donations of books this month from several estates. Many will be offered for free due to condition issues. Several archival pieces will be offered to the union hall museum when the time comes.

December 6 ,2023

To: Mayor and City Council Members

RE: School for Stephen Estrada

Dear Mayor and City Council Members,

The NMWWA is holding school from January 22 to January 25 in Las Cruces, NM at the Hotel Encanto de Las Cruces. I would like to request that Stephen Estrada attend this school for needed credits for his certification.

Sincerely,

A handwritten signature in cursive script that reads "Robert Terrazas".

Robert Terrazas

Bayard Wastewater Supervisor

**ACCOUNTS PAYABLES**

**11-Dec-23**

**GENERAL FUND - 10**

Copies on the Run	Letterhead on Bond Paper-City Hall	\$ 175.00
Amazon	Toner for Main/City Clerk	\$ 1,769.79
<b>TOTAL:</b>		<b>\$ 1,944.79</b>

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

Bank of America	Bleach	\$ 342.00
Amazon	Building Supplies	\$ 1,948.15
Bank of America	Cypress Trees	\$ 388.97
<b>TOTAL:</b>		<b>\$ 2,679.12</b>

**JNT WASTEWATER FUND - 170**

Triple S	Chlorine Tablets	\$ 2,650.00
Dement Electric	Troubleshoot UV	\$ 269.06
Dement Electric	Troubleshoot Acid Pump	\$ 201.80
Sun Treat	Salt	\$ 680.00
<b>TOTAL:</b>		<b>\$ 3,800.86</b>

**LIBRARY FUND - 210**

Amazon	Go Bond Book/DVD's	\$ 1,018.72
Lone Mountain Natives	Trees	\$ 275.50
<b>TOTAL:</b>		<b>\$ 1,294.22</b>

**MUNICIPAL STREET FUND - 240**

Werner Tire	Loader Tire Repair	\$53.98
<b>TOTAL:</b>		<b>\$ 53.98</b>

**Beatification Committee FUND- 430**

Bank of America	Turkeys	\$ 1,225.00
<b>TOTAL:</b>		<b>\$ 1,225.00</b>

**FIRE FUND- 30**

Bank of America	Keys and Programming	\$ 194.96
Amazon	Fire Hydrant ID Tags	\$ 299.93
DACC	EMS Class and Supplies	\$ 288.00
Waterway	Ladder Testing	\$ 1,677.23
MES	Fire Wire Installation	\$ 540.00
<b>TOTAL:</b>		<b>\$ 3,000.12</b>

**LAW ENFORCEMENT FUND - 60**

Axon	Magnet Mount	\$ 62.60
<b>TOTAL:</b>		<b>\$ 62.60</b>

**TOTAL:** \$ 14,060.69

**ACCOUNTS PAID**

**11-Dec-23**

**GENERAL FUND - 10**

Abila	Accounting Software-City Hall	\$ 123.74
Abila	Accounting Software-PD	\$ 123.74
Ricoh	Printer Services-City Hall	\$ 32.28
Ricoh	Printer Services-PD	\$ 32.29
Xfinity	Internet Service for Fire	\$ 10.23
PNM	Electric Services-City Hall	\$ 286.76
PNM	Electric Services- Parks	\$ 292.87
SC Daily Press	Special Meeting/Work Session	\$ 63.22
Comcast	Internet Services-City Hall	\$ 312.46
<b>TOTAL:</b>		<b>\$ 1,277.59</b>

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

Abila	Accounting Software	\$123.74
Badger Meter	Beacon Services	\$291.17
PNM	Electric Services-Wells	\$2,400.72
Bank of America	Drug Screen- Isaiah Vega	\$129.72
<b>TOTAL:</b>		<b>\$2,945.35</b>

**Sewer Operations FUND- 155**

Abila	Accounting Software	\$123.74
<b>TOTAL:</b>		<b>\$123.74</b>

**JNT WASTEWATER FUND - 170**

The UPS Store	Shipping of Samples	\$ 243.84
Abila	Accounting Software	\$ 123.74
American Linen	Laundry Services	\$ 96.94
Eurofins	Plant Testing	\$221.25
PNM	Electric Services	\$38.61
<b>TOTAL:</b>		<b>\$ 724.38</b>

**COMMUNITY CENTER FUND - 200**

PNM	Electric Services	\$ 355.51
Humphrey's Enterprise	Grease Trap Clean Out	\$ 136.15
<b>TOTAL:</b>		<b>\$ 491.66</b>

**LIBRARY FUND - 210**

Ricoh	Printer Services	\$ 32.29
<b>TOTAL:</b>		<b>\$ 32.29</b>

**MUNICIPAL STREET FUND - 240**

Abila	Accounting Software	\$ 122.45
PNM	Electric Services-St. Lights	\$2,893.55
<b>TOTAL:</b>		<b>\$ 3,016.00</b>

**MUNICIPAL COURT FUND - 20**

Abila	Accounting Software	\$ 123.74
Admin Office of Courts	Monthly Fee	\$ 89.00
Caselle	Monthly Software Fee	\$ 179.00
<b>TOTAL:</b>		<b>\$ 391.74</b>

**FIRE FUND- 30**

Abila	Accounting Software	\$123.74
Gregory Koury, MD	Medical Director Services	\$1,000.00
<b>TOTAL:</b>		<b>\$1,123.74</b>

**Solid Waste -160**

Abila	Accounting Software	\$123.74
<b>TOTAL:</b>		<b>\$123.74</b>

**GRAND TOTAL:** \$ 10,250.23

**Resolution 21-2023**

WHEREAS, the Bayard City Council in regular session on December 11, 2023 did propose to make an hourly carry over amendment to the personnel policy; and

WHEREAS, the Council does hereby authorize the Amendment of the existing personnel policy on Item Number 13, Letter C. **Lost Leave: Full-time employees may carry over only 120 hours of annual leave on January 1 of each calendar year. Part-time A employees may carry over only 80 hours of annual leave on January 1 of each calendar year. Part-time B employees may carry over only 60 hours of annual leave on January 1 of each calendar year. Any leave not used by the employee and not carried over at the beginning of the year is considered forfeited.**

WHEREAS, the Council does hereby approve the December 11, 2023 amendment on Number 13, Letter C. to replace the number 120 to 160 hours to the paragraph. The new verbiage to the policy will be as follows: **Lost Leave: Full-time employees may carry over only 160 hours of annual leave on January 1 of each calendar year. Part-time A employees may carry over only 80 hours of annual leave on January 1 of each calendar year. Part-time B employees may carry over only 60 hours of annual leave on January 1 of each calendar year. Any leave not used by the employee and not carried over at the beginning of the year is considered forfeited.**

NOW THEREFORE, the Council does hereby accept and approve the amendment to the Personnel Policy. Done at Bayard, New Mexico, this 11th day of December 2023.

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Chon S. Fierro  
Mayor

ATTEST:

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Gabriel Ramos  
Clerk Treasurer





**City of Bayard**  
**CITY COUNCIL SPECIAL MEETING**  
**November 20, 2023 at 5:00 PM**  
**Bayard City Hall**

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**MINUTES**

**CALL TO ORDER:** Mayor Chon S. Fierro

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENT**

Mayor Chon Fierro  
Councilor Eloy Medina  
Councilor Frances Gonzales  
Councilor Jose Diaz  
Councilor Eloy Gonzales

Others in attendance were, Larry Ojinaga, Senator Siah Hemphill, Representative Luis Terrazas by phone, Jenny Castanon and Sonya Dixon

**APPROVAL OF THE AGENDA**

Motion Made by Councilor Jose Diaz and Seconded by Councilor Eloy Medina.

Motion Passed Unanimous

**PUBLIC INPUT**

1. Discussion of ICIP projects with legislators. Senator Siah Hemphill explained the process of issuing out the Capital outlay funds that will be received in January. Representative Luis Terrazas explained he was happy to hear we are doing what we can to bring in revenue to the City of Bayard referring to the Dump station the City of Bayard is going to implement.

Gabriel Ramos City Clerk explained projects list as follows 1. Wastewater Systems Improvements 2. Community Center Improvements 3. Purchase of a new Loader. There was input and comments from State Legislators, Mayor, City Councilors and the

STATE OF NEW MEXICO  
CITY OF BAYARD  
GRANT COUNTY

The City Council (the "Governing Body") of the City of Bayard, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at 800 Central Avenue, Bayard, New Mexico 88023, being the meeting place of the Governing Body for the regular meeting held on the December 11, 2023, at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present: Mayor, Chon Fierro \_\_\_\_\_  
Councilor, Eloy Gonzales \_\_\_\_\_  
Councilor, Frances Gonzales \_\_\_\_\_  
Councilor, Jose Diaz \_\_\_\_\_  
Mayor Pro-Tem, Eloy Medina \_\_\_\_\_

Absent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Also Present: Clerk Treasurer, Gabriel Ramos \_\_\_\_\_  
Acting Deputy Clerk, Tanya Ortiz \_\_\_\_\_  
Chief of Police, Hector Carrillo \_\_\_\_\_

Thereupon, there was officially filed with the Clerk/Treasuer a copy of a proposed resolution in final form.

CITY OF BAYARD, NEW MEXICO  
RESOLUTION NO. 20-2023

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF BAYARD, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$143,550 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING NEW POLICE VEHICLES AND RELATED EQUIPMENT FOR THE GOVERNMENTAL UNIT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE STATE LAW ENFORCEMENT PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 29-13-6, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE LAW ENFORCEMENT PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Resolution unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to the Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

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

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Resolution to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, Sections 29-13-1 through 29-13-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

"Aggregate Annual Debt Service Requirement" means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Mayor, Mayor Pro Tem, and Clerk/Treasurer.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

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

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expenses” means the cost of issuance of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest, if any, on the Loan Agreement as the same become due.

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

“Governing Body” means the City Council of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means the City of Bayard, New Mexico.

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

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement, dated the Closing Date, between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing

State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on the Term Sheet.

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

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet.

“Pledged Revenues” means the State Law Enforcement Protection Fund revenues distributed to the Governmental Unit, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made periodically by the State Treasurer pursuant to Section 29-13-6, NMSA 1978, as amended.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the project described in Exhibit “A” to the Loan Agreement.

“Resolution” means this Resolution No. 20-2023 adopted by the Governing Body on December 11, 2023, approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

“State” means the State of New Mexico.

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

“Trustee” means BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and the Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

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

A. The Project is needed to meet the needs of the Governmental Unit and its residents, and the issuance and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that

the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$143,550 plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project; (ii) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of \$143,550, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on November 1 and May 1 of each year, beginning on November 1, 2025, at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions that are consistent with this Resolution as may be approved by such individual Authorized Officers, and the Clerk/Treasurer is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.



A. Program Account, Finance Authority Debt Service Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held by the Finance Authority and to the Program Account, to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account; all as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account and Finance Authority Debt Service Account shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

B. Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay the principal and interest due under the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal, interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations,

any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds, or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged to, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution, the Loan Agreement and Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement, Intercept Agreement and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Resolution may be supplemented or amended by resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. This Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

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

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

Section 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This

repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and Clerk/Treasurer of the Governmental Unit, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

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

(Form of Summary of Resolution for Publication)

City of Bayard, New Mexico  
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 20-2023, duly adopted and approved by the Governing Body of the City of Bayard, New Mexico, on December 11, 2023. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the Clerk/Treasurer, 800 Central Avenue, Bayard, New Mexico 88023.

The title of the Resolution is:

THE CITY OF BAYARD, NEW MEXICO  
RESOLUTION NO. 20-2023

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF BAYARD, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$143,550 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING NEW POLICE VEHICLES AND RELATED EQUIPMENT FOR THE GOVERNMENTAL UNIT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE STATE LAW ENFORCEMENT PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 29-13-6, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE LAW ENFORCEMENT PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND

INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 11<sup>TH</sup> DAY OF DECEMBER, 2023.

CITY OF BAYARD, NEW MEXICO

By \_\_\_\_\_  
Chon Fierro, Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Gabriel Ramos, Clerk/Treasurer

Councilor \_\_\_\_\_ then moved adoption of the foregoing Resolution, duly seconded by Councilor \_\_\_\_\_.

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

Those Voting Aye: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Those Voting Nay: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Those Absent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ ( ) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the Clerk/Treasurer signed the Resolution upon the records of the minutes of the Governing Body.

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

CITY OF BAYARD, NEW MEXICO

By \_\_\_\_\_  
Chon Fierro, Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Gabriel Ramos, Clerk/Treasurer

**EXHIBIT "A"**

Meeting Agenda  
of the December 11, 2023  
City Council Meeting

(See attached)



STATE OF NEW MEXICO  
CITY OF BAYARD  
GRANT COUNTY

I, Gabriel Ramos, the duly qualified and acting Clerk/Treasurer of the City of Bayard, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council of the City of Bayard, New Mexico (the "Governing Body"), constituting the governing body of the Governmental Unit had and taken at a duly called regular meeting held at 800 Central Avenue, Bayard, New Mexico 88023, on December 11, 2023, at the hour of 6:00 p.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 19<sup>th</sup> day of January, 2024.

CITY OF BAYARD, NEW MEXICO

By \_\_\_\_\_  
Gabriel Ramos, Clerk/Treasurer

[SEAL]

6779028

Dear Mr. Ramos: Ms. Vega forwarded me your questions which I have attempted to answer below.

Under the Mayor-Council form of government, which I believe Bayard is, the positions of Clerk and City Administrator or Manager are two different and separate things.

The position of Clerk is governed by Section 3.12.4.A NMSA 1978: "***The governing body of each municipality shall provide for the office of clerk, treasurer and police officer.*** The offices of clerk and treasurer may be combined and one person appointed to perform both functions." [emphasis added]

The office of City Administrator or Manager (usually different names for the same position/duties) can be found at Section 3-13-3 NMSA 1978: "The governing body of any municipality having a population of one thousand or more persons ***may provide for a manager*** either by ordinance or by an election to be called by the governing body upon the filing of a petition containing the signatures of at least ten percent of the registered voters in the municipality. The office of manager shall carry the same qualifications, duties and responsibilities as provided for a manager under Sections 3-14-13 through 3-14-15 NMSA 1978." [emphasis added]

### **MANAGER**

***Universal Citation: NM Stat § 3-14-13 (2021)***

The manager shall be the chief administrative officer. He shall be employed for an indefinite term and until a vacancy is created by death, resignation or removal by the commission. The manager shall be appointed solely on the basis of administrative qualifications and his selection shall not be limited by reason of former residence. The manager shall receive a salary to be fixed by the commission.

***Universal Citation: NM Stat § 3-14-14 (2021)***

A. The manager shall:

- (1) enforce and carry out all ordinances, rules and regulations enacted by the commission;
- (2) employ and discharge all persons engaged in the administrative service of the municipality;
- (3) prepare and submit an annual budget; and

(4) make recommendations to the commission on all matters concerning the welfare of the municipality.

B. The manager shall have a seat, but no vote, at every meeting of the commission. Except when clearly undesirable or unnecessary, the commission shall request the opinion of the manager on any proposed measure.

**History:** 1953 Comp., § 14-13-14, enacted by Laws 1965, ch. 300.

## **ANNOTATIONS**

**Manager's authority to discharge does not supersede mayor's and council's.** — There is nothing in this section to indicate that the mayor's and/or city council's authority to discharge and employ under 3-11-6D NMSA 1978 is superseded by the city manager's authority to discharge persons in administrative service. *Sanchez v. City of Belen*, 1982-NMCA-070, 98 N.M. 57, 644 P.2d 1046, cert. denied, 98 N.M. 336, 648 P.2d 794.

**Power to hire or fire.** — Subsection (A)(2) of this section does not supersede the mayor's or city council's power to hire or discharge an employee. 1987 Op. Att'y Gen. No. 87-69.

**Employees in "administrative service"** may be properly defined to include all city employees in nonexempt status, and to specifically exclude all appointed officers of the city. 1987 Op. Att'y Gen. No. 87-69.

**Municipal manager is not public officer of municipality for purposes of N.M. Const., art. V, § 13.** 1979 Op. Att'y Gen. No. 79-28.

**Sole authority to hire and fire personnel.** — This section recognizes the manager as the chief administrative officer of a city under the commission-manager form of government, responsible only to the commission who may discharge him at will. Sole authority to hire and fire the personnel of the city is vested in the manager, without concurrence of the commission. 1957 Op. Att'y Gen. No. 57-126.

### **3-14-15. Commissioner-manager; departments; directors.**

The administration of the affairs of the municipality shall be divided into as many departments as may be deemed desirable by the commission. Each department shall be under the charge of a person employed by the manager.

## **CLERK/TREASURER**

***Universal Citation: NM Stat § 3-12-4 (2021)***

A. The governing body of each municipality shall provide for the office of clerk, treasurer and police officer. The offices of clerk and treasurer may be combined and one person appointed to perform both functions.

B. The governing body may also provide for the office of an attorney.

C. The governing body may provide for deputy appointed officials who may exercise the powers granted the appointed officials.

**History:** 1953 Comp., § 14-11-4, enacted by Laws 1965, ch. 300.

## **ANNOTATIONS**

**Cross references.** — For Public Employees Retirement Act, see 10-11-1 NMSA 1978 et seq.

**Village clerk-treasurer not subject to merit system.** — A village clerk-treasurer was an appointed official under this section to whom the village had no authority to apply its merit system ordinance adopted under 3-13-4 NMSA 1978. Construing the word "employees" in 3-13-4 NMSA 1978 as not including appointed officers conforms to common usage. *Webb v. Village of Ruidoso Downs*, 1994-NMCA-026, 117 N.M. 253, 871 P.2d 17, cert. denied, 117 N.M. 524, 873 P.2d 270.

**Office of a municipal magistrate is not incompatible with that of a city clerk.** There is no inconsistency of function, no subordination and no interference as long as the clerk is not charged with enforcing any municipal ordinance. If either office is full time, however, a physical incompatibility exists. 1967 Op. Att'y Gen. No. 67-74.

**Municipal clerk not municipal officer.** — The duties of a municipal clerk are essentially ministerial and do not involve the delegation of any of the sovereign power of the municipality; this necessary element to establish the position of municipal clerk as an officer of the municipality is not present. 1979 Op. Att'y Gen. No. 79-28.

**City manager may also serve as clerk** of the municipality, as long as the duties of the two offices are not incompatible. 1987 Op. Att'y Gen. No. 87-69.

**Village clerk.** — In villages the village clerk should now be appointed and the appointment may be of a clerk-treasurer to be held by one person. 1953 Op. Att'y Gen. No. 53-5856.

**Status of policeman.** — A city or municipal policeman is not a public official in the constitutional sense, but rather a public or civil employee. 1957 Op. Att'y Gen. No. 57-23 and 1979 Op. Att'y Gen. No. 79-28.

**No indicia of public office attach to position of municipal attorney.** 1979 Op. Att'y Gen. No. 79-28.

**Am. Jur. 2d, A.L.R. and C.J.S. references.** — 56 Am. Jur. 2d Municipal Corporations, Counties, and Other Political Subdivisions §§ 237 to 240, 243.

Attorney, power of fire, water or health commissioners, or the like, to employ, 2 A.L.R. 1212.

Office, power to abolish or discontinue, 4 A.L.R. 221, 172 A.L.R. 1366.

Attorney, power of municipal corporation to employ, 83 A.L.R. 135.

Offices or positions, validity and effect of ordinance or resolution purporting to create indefinite number of, and to authorize appointment of, as many persons as shall from time to time be deemed necessary, 110 A.L.R. 241.

62 C.J.S. Municipal Corporations §§ 332 to 334, 336, 355.