



City of Bayard
**CITY COUNCIL RE-SCHEDULED
REGULAR MEETING**

April 23, 2026 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 Eloy Gonzales
Councilor Gilbert Ortiz
Councilor Chuck Gray

Others in attendance were Cordell Jones, Helen Schruf, Johnny Saenz, Gabriel Ramos, Luis Terrazas, Bruce Ashburn, Andy Gomez, George Esqueda, Cobre Powerlifting Team, Cobre Cheerleaders, Hector Carrillo, Martha Salas, Stephen Estrada, Sam Arellano, Renee Provencio, and Gabe Gonzales.

APPROVAL OF THE AGENDA

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

PROCLAMATION

1. "Cobre High Cheer Week"

Mayor Ojinaga read the Proclamation for the Cobre High Cheer.

Proclamation

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

WHEREAS, the 2025-2026 Cobre High School Cheer Team has dedicated themselves to succeeding through the sport of Cheer and

WHEREAS, the CITY OF BAYARD is duly proud of the student athletes for their hard work and dedication resulting in State Champs; and

WHEREAS, the cheer team included Jasmin Steele, Alesandra Jimenez, Alexis Carrillo, Ezmyah Dominguez, Kloie Rodriguez, Emily De La Torre, Ixayana Alcorta, Alysiana Jimenez, Aaliyah Cordova, Gabrianna Medina, Allie Peru, Isis Dominguez, Justice Escobar, Fenja Keller, Aimerie Pena, Destiny Benavidez, Annaya Gomez; and

WHEREAS, the Cobre Cheer Team are coached with dedication by Head Coach Kaytie Marquez, Assistant coaches, Antoinette Madrid and Leilani Marquez; and

NOW THEREFORE, I John L. Ojinaga, Mayor of the City of Bayard, proclaim the week of April 20st, 2026 as:

“Cobre High Cheer Team Week”

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

IN Witness Whereof, I have hereunto set my hand and caused to be affixed the official seal of the **City of Bayard**, this 23rd Day of April 2026.

John L. Ojinaga

Mayor

Attest:

Martha Salas, City Clerk/Treasurer

2. "Cobre High Power Lifting Week"

Mayor Ojinaga read the Proclamation for the Cobre High Powerlifting.

Proclamation

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

WHEREAS, the 2026 Cobre High School Powerlifting Team has dedicated themselves to succeeding through the sport of Powerlifting and

WHEREAS, the CITY OF BAYARD is duly proud of the student athletes for their hard work and dedication resulting in two State Champ, one State Runner up and 3rd place finish as a team; and

WHEREAS, the 3-time State Champ is Madi Tellez, State Champ Avery Castro, State Runner up is Adrian Alvarado and a 3rd place finish as a team the Cobre Strong Girls Powerlifting team members are Marallyn Garcia, Bobbie Mares, Llesenia Trujillo, and Olivia Zuniga; and

WHEREAS, the Cobre Powerlifting Team is coached with dedication by Head Coach Billy Trujillo, Assistant coach, Aaron Amador, Desirae Amador, and Ralph Castro; and

NOW THEREFORE, I John L. Ojinaga, Mayor of the City of Bayard, proclaim the week of April 20st, 2026 as:

“Cobre High Powerlifting Team Week”

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

IN Witness Whereof, I have hereunto set my hand and caused to be affixed the official seal of the **City of Bayard**, this 23rd Day of April 2026.

John L. Ojinaga

Mayor

Attest:

Martha Salas, City Clerk/Treasurer

PUBLIC INPUT

No public input.

- 3. During this portion of our meeting, we welcome your suggestions and want to hear your concerns. This is not a question and answer period; speakers will be limited to three minutes (3) minutes. Any individual who would like to discuss an item in more depth may request to be placed on a future agenda. Request forms are available at City Hall.

CONSENT AGENDA

Motion made by Councilor Medina, Seconded by Councilor Gray.

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

- 4. Approval of Regular Meeting Minutes March 18, 2026

5. Approval of Workshop Emergency Abatement Ordinance Minutes on April 7, 2026
6. Approval of Accounts Payable
7. Approval of Police Department Reports
8. Approval of Maintenance Report
9. Approval of Wastewater Report
10. Approval of Fire Department Report
11. Approval of Municipal Court Report
12. Approval of Library Report

PLANNING AND ZONING

13. Discussion/Action- Administrative Application submitted by Corey White at 303 Empire Street

Planning and Zoning chair Cordell Jones stated the committee is concerned about the appearance of the storage containers. They feel that the containers should not be used in residential areas but there are some already in residential areas. The committee is hoping the city attorney can put together wording were the storage containers have limitations. The application submitted by Corey White is to place two storage containers in his back yard, the city has no legislative to stand on.

Councilor Ortiz is voting nay until a workshop is made to discuss this further. Councilor Gray agrees with discussing this further at a workshop.

Motion made by Councilor Medina, Seconded by Councilor Gonzales.
Roll Call Voting Yea: Mayor Ojinaga, Councilor Medina, Councilor Gonzales
Roll Call Voting Nay: Councilor Ortiz, Councilor Gray

14. Discussion/Action- Moving Permit and Mobile Home Installation Request submitted by Vanessa Sedillos, 404 N. Foy Street

Planning and Zoning Chair Cordell Jones stated Vanessa Sedillos is wanting to moving out a mobile home and replace it with a new double wide mobile home. Vanessa is in compliance with all city ordnances.

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

NEW BUSINESS

15. Discussion/Action- FY 25 Audit Presentation by Beasley, Mitchell & Co.

Isaac Mendoza the senior audit on the City of Bayard's audit stated the City of Bayard had no audit findings and resolved audit finding from last year. City of Bayard received a unmodified clean audit opinion.

Councilor Medina thanked Martha Salas for all her hard work, a flawless audit means a lot to the city. Salas keeps the employees, customers and everything balanced.

Councilor Gonzales agrees with Medina.

16. Discussion/Action- Request by Cobre Schools for Elementary Fun Day use of Little League Field

Motion made by Councilor Medina, Seconded by Councilor Gray.

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

17. Discussion/Action- Bayard Community Garden Update

Alisha Montoya Community Engagement Coordinator for the Frontier Food Hub provided a letter of what they are wanting to be done at the community park. First they will need to place a Conex box, this will be locked at all times, they are planning on painting a mural on the Conex to enhance its appearance and reflect the community focused nature of the project.

Motion made by Councilor Gonzales, Seconded by Councilor Medina.

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

18. Discussion/Action- Legislative Update by Senator Gabriel Ramos and Representative Luis Terrazas

Senator Gabriel Ramos stated this legislative session was challenging. The bill that was passed was the malpractice reform New Mexico has lost many of their doctors and now that this bill was passed the hope is to get doctors to come back and work for New Mexico. Another bill that was passed was Compact Licensure Bill. Also, HB61 was passed to go after the bad people that are committing crime after officers this is a felony now. The mining sculpture money was approved through culture affairs, the sculpture is going to be 10 feet high and 18 feet wide. Ramos can not wait to see this go up in Bayard to recognize the miners that go out a risk there lives to produce copper. Bayard received one million dollars. \$250,000 for restrooms at the little league and \$750,000 to road maintenance and drainage. Ramos thanked everyone who went to Santa Fe for legislative session.

Representative Luis Terrazas spoke on the legislative update.

19. Discussion/Action- Architecture/Engineering Proposal for Bayard Animal Shelter

George Esqueda proposed the architecture/engineering for the Bayard Animal Shelter. Mayor Ojinaga stated he is getting two different stories and it does not seem like everyone agrees with this plan. Councilor Gray stated there is not

guarantee there will be more funding for the animal shelter, this architecture/engineering proposal will take \$45,000, he would like to postpone this and see if there is a other way to get more done with less money because there is a lot that needs to be done at the animal shelter.

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

20. Discussion/Action- Oak Street Lift Station and Force Main Bid Documents, Bidding and Construction Management Services

George Esqueda asked for approval of take order 4. So money can be used differently.

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

21. Discussion/Action- Architecture/Engineering Proposal for Mine Mill Museum

George Esqueda stated looking at the master plan for the building along with the mechanical and electrical parts. Also they will be looking in to keeping the murals that are in the building. The grant from tourism of \$100,000 this only for planning and design and can not be used for anything else.

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

22. Discussion/Action- Award Request for Proposal No. WW- 2026 Federal for Wastewater Engineering Services

Martha Salas had submitted for proposals for Wastewater Engineering Services- Federal. Two companies submitted proposal. The engineer firms were Souder Miller & Associates and Stantec Consulting Services. The evaluations were done by Stephen Estrada, Tanya Ortiz and Frank Madrid. Salas is the Procurement Officer for the City. Her recommendation was to award Stantec Consulting Services.

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

23. Discussion/Action- Award Request for Proposal No. WW- 2026 State and Local for Wastewater Engineering Services

Martha Salas had submitted for proposals for Wastewater Engineering Services- State/Local. Two companies submitted proposal. The engineer firms were Souder Miller & Associates and Stantec Consulting Services. The evaluations were done by Stephen Estrada, Tanya Ortiz and Frank Madrid. Salas is the Procurement Officer for the City. Her recommendation was to award Stantec Consulting Services.

Motion made by Councilor Medina, Seconded by Councilor Gonzales.

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

24. Discussion/Action- Purchase Two UTV/Utility Vehicles for Maintenance Department and Wastewater Treatment Plant

Clerk Salas stated the UTV/Utility Vehicles would be purchased with Capital Outlay funds pending DFA approval.

Motion made by Councilor Gonzales, Seconded by Councilor Medina.

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

25. Discussion/Action- Installation of a Memorial Sign at Veteran's Park

Bayard Beautification Committee member Helen Schruf stated the committee wanted to make a memorial sign for the park between Taylor street and Guinevan street but there is a conflict due to the Foy's donating the property to the City of Bayard. Mr. Gray contracted the family and they have no problem with the sign. The only request would be for the wording of the sign would be **Veterans Park dedicated to those who gave their service to our county. Remembering Vern Cravens, whose care for this park reflected his care for this community.**

Motion made by Councilor Gray, Seconded by Councilor Gonzales.

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

ORDINANCES/RESOLUTIONS

26. Discussion/Action- Permission to publish the Intent to Adopt an ordinance amending Section 16-70, "Emergency Abatement" of the Bayard Municipal Code, in the Silver City Daily Press, a newspaper of general circulation in Grant County, New Mexico

Martha Salas stated this is only to be published in the Silver City Daily Press, this will be available for anyone to come in to city hall and receive a copy and at the next council meeting it will be on the agenda for adoption.

Motion made by Councilor Gray, Seconded by Councilor Gonzales.

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

27. Discussion/Action- Resolution 4-2026 A Resolution Authorizing the Execution and Delivery of a Colonias Infrastructure Project Fund Loan/Grant Agreement for the Purpose of Construction of Sewer Improvements

Motion made by Councilor Medina, Seconded by Councilor Gonzales.

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

CITY OF BAYARD, GRANT COUNTY, NEW MEXICO

RESOLUTION NO. 4-2026

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT

("AGREEMENT" OR "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA," OR "LENDER/GRANTOR") AND THE CITY OF BAYARD, GRANT COUNTY, NEW MEXICO ("BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF ONE MILLION TWO HUNDRED TEN THOUSAND DOLLARS (\$1,210,000), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF WASTEWATER IMPROVEMENTS INCLUDING A NEW GRAVITY SEWER MAIN AND A NEW FORCE MAIN FROM THE NEW LIFT STATION FOR CONNECTION TO THE MANHOLES LOCATED ALONG OAK STREET, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE ADMINISTRATIVE FEE, INTEREST AND LOAN AMOUNT OF TWO HUNDRED FORTY-TWO THOUSAND DOLLARS (\$242,000) SOLELY FROM THE REVENUES RECEIVED FROM THE BORROWER/GRANTEE'S ORDINANCE NO. 7-84 ADOPTED ON JULY 16, 1984 WITH AN EFFECTIVE OF JANUARY 1, 1985, IMPOSING A ONE-FOURTH OF ONE PERCENT (0.25%) INCREMENT WHICH TAXES HAVE BEEN DE-EARMARKED AND ARE NOW ENFORCEABLE UNDER NMSA 1978, § 7-19D-9, AS AMENDED, AND ACCEPTANCE OF A GRANT AMOUNT OF NINE HUNDRED SIXTY-EIGHT THOUSAND DOLLARS (\$968,000); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Authorizing Resolution

City of Bayard, Loan/Grant No. CIF-6698

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PASSED, APPROVED AND ADOPTED THIS 23RD DAY OF APRIL, 2026.

CITY OF BAYARD,
GRANT COUNTY, NEW MEXICO

(SEAL)

By _____

John Larry Ojinaga, Mayor

ATTEST:

By _____

Martha Salas, Clerk/Treasurer

28. Discussion/Action- Resolution 5-2026 A Resolution Supporting an Application and Pledge Matching Funds for FY 2027 Transportation Project Fund

Motion made by Councilor Gray, Seconded by Councilor Gonzales.

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

RESOLUTION NO. 5-2026

A RESOLUTION SUPPORTING AN APPLICATION

and

PLEDGE OF MATCHING FUNDS

for

FISCAL YEAR 2027 TRANSPORTATION PROJECT FUND

WHEREAS, the New Mexico Department of Transportation is soliciting applications for the Department's Fiscal Year 2027 Transportation Project Fund; and

WHEREAS, the purpose of the Transportation Project Fund is to assist local and tribal governments with the following: (1) environmental and other studies; (2) planning; (3) design; (4) construction; and (5) acquisition of rights of way necessary for the development of transportation infrastructure, which includes highways, streets, roadways, bridges, crossing structures, electric vehicle chargers, and parking facilities, including all areas for vehicular, transit, bicycle or pedestrian use for travel, ingress, egress and parking; and

WHEREAS, having reviewed and considered the regulations and the application covering administration and use of said funds; and

WHEREAS, having determined that Survey and Design of Royal Street Roadway, ADA and Drainage Improvements to consist of Survey, Geotechnical Investigation, Drainage Analysis, Environmental Certification and Project Drainage qualifies for grant funding; and

WHEREAS, in official session that the City of Bayard determines, resolves, and orders as follows:

That the project Survey and Design of Royal Street Roadway, ADA and Drainage Improvements to consist of Survey, Geotechnical Investigation, Drainage Analysis, Environmental Certification and Project Drainage has a priority standing.

WHEREAS, the City of Bayard qualifies for the Match Waiver because the City of Bayard has a limited tax base, which limits the funding for meeting the proportional 5% matching share; and a fund exists in the NMDOT appropriated by the New

Mexico State Legislature for Public Entities in need of “hardship” match money and the City of Bayard requests participation in this Match Waiver Program; and

CITY OF BAYARD

RESOLUTION NO. 5-2026

WHEREAS, in the event a waiver cannot be granted, the **City of Bayard** will incur further hardship and adjust the 2027 budget to meet the 5% match requirements; and

NOW THEREFORE BE IT RESOLVED that the **City of Bayard** endorses and supports an application for the Fiscal Year 2027 Transportation Project Fund and requests a match waiver or otherwise pledges 5% matching funds for Survey and Design of Royal Street Roadway, ADA and Drainage Improvements to consist of Survey, Geotechnical Investigation, Drainage Analysis, Environmental Certification and Project Drainage, and

HEREBY requests that the New Mexico Department of Transportation consider and approve said application being in accordance with the regulations governing use and expenditures of said funds.

PASSED, APPROVED, and ADOPTED by the governing body of the **City of Bayard** at its meeting of April 23, 2026.

John L. Ojinaga,
Mayor

Martha Salas, City Clerk

29. Discussion/Action- Resolution 6-2026 Budget Adjustments

Motion made by Councilor Gray, Seconded by Councilor Gonzales.

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

RESOLUTION 6-2026

BUDGET ADJUSTMENTS

WHEREAS, the Bayard City Council in regular session on April 23, 2026 did propose to make certain budgetary adjustments; and

WHEREAS, the Council does hereby authorize the attached listing of budgetary adjustments for the March 31, 2026 financial statements as listed in Exhibit A.

WHEREAS, the Council does hereby approve the April 23, 2026 budget adjustments as presented.

NOW THEREFORE, the Council does hereby accept and approve the budgetary adjustments for the period ending March 31, 2026.

Done at Bayard, New Mexico, this 23rd day of April, 2026.

John L. Ojinaga, Mayor
Councilor

Eloy Medina,

Eloy Gonzales, Mayor Pro-Tem

Gilbert Ortiz, Councilor

Chuck Gray
Councilor

Attest:

Martha Salas
Clerk-Treasurer

- 30. Discussion/Action- Resolution 7-2026 Acceptance and Approval of the FY 25 Audit

Motion made by Councilor Medina, Seconded by Councilor Gonzales.

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

RESOLUTION 7-2026

ACCEPTANCE AND APPROVAL OF THE FY25 AUDIT

WHEREAS, the City of Bayard is required by statute to contract with an independent auditor to perform the required annual audit or agreed upon procedures for Fiscal Year 2025; and,

WHEREAS, the Bayard City Council has directed the accomplishment of the audit for FY25 be completed; and,

WHEREAS, this audit has been completed and presented to the Bayard City Council per the March 23, 2026 Letter from the Statue Auditor authorizing release of the FY25 audit.

WHEREAS, NMAC 2.2.2.10 (M) (4) provides in pertinent part that "Once the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar days has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA, to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meetings Act, if applicable;" and,

NOW THEREFORE, BE IT RESOLVED, that the Bayard City Council does hereby accept and approve the completed audit report and findings as indicated within this document.

ACCEPTED AND APPROVED this 23rd day of April, 2026 in regular session by the Bayard City Council, at Bayard, Grant County, New Mexico.

John L. Ojinaga, Mayor

Eloy Medina, Councilor

Eloy Gonzales, Mayor pro tem

Chuck Gray, Councilor

Gilbert Ortiz, Councilor

ATTEST BY:

Martha Salas

Clerk Treasurer

- 31. Discussion/Action- Resolution 8-2026 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for Fire Truck (Pumper)

Motion made by Councilor Medina, Seconded by Councilor Gonzales.

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

RESOLUTION NO. 8-2026

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION

FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, the City of Bayard ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the City of Bayard ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program

for financing of projects from the public project revolving fund created under the Act and has

developed an application procedure whereby the Governing Body may submit an application

("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and

improvement of **purchasing a Fire and Rescue Bulldog 4x4 Interface Pumper** ("Project") for the benefit of the Governmental unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and

submitted to the Governing Body and this resolution approving submission of the completed

Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Bayard:

Section 1. That all action (not consistent with the provision hereof) heretofore taken by

the Governing body and the officers and employees thereof directed toward the Application and

the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed

and requested to submit the completed Application to the Authority for its review, and are further

authorized to take such other action as may be requested by the Authority in its consideration and

review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded,

annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSES APPROVED AND ADOPTED this 23rd day of April, 2026.

GOVERNING BODY

By

John L. Ojinaga, Mayor

ATTEST:

Martha Salas, Clerk Treasurer

32. Discussion/Action- Resolution 9-2026 Stage 1 Fire Restrictions

Motion made by Councilor Medina, Seconded by Councilor Gonzales.

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

RESOLUTION NO. 9-2026

A RESOLUTION ACKNOWLEDGING THE IMPLEMENTATION OF STAGE ONE FIRE RESTRICTIONS DUE TO DROUGHT CONDITIONS WITHIN THE CITY OF BAYARD

WHEREAS, the City of Bayard is authorized to provide for the protection of life and property from fire hazards pursuant to City of Bayard Municipal Code §18-32; and

WHEREAS, the Fire Chief is responsible for enforcing fire prevention measures; and

WHEREAS, drought conditions and elevated fire danger increase the likelihood of fire; and

WHEREAS, the Fire Chief has determined it is necessary to implement precautionary measures;

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

SECTION 1. The Governing Body acknowledges the implementation of Stage One Fire Restrictions.

SECTION 2. The Fire Chief is authorized to modify, escalate, or rescind restrictions.

SECTION 3. Restrictions effective May 1, 2026 until lifted by the Fire Chief.

SECTION 4. Violations subject to penalties not exceeding \$300- or 90-days imprisonment.

SECTION 5. This resolution is effective upon adoption.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2026.

Mayor

ATTEST:

City Clerk

ACTION FOR PERSONNEL

- 33. Discussion/Action- Presentation of NMRWA- Wastewater Operator of the Year

Stephen Estrada received Wastewater Operator of the Year from the New Mexico Rural Water Association.

- 34. Discussion/Action- Hiring a Police Officer

Police Chief Hector Carrillo stated James Dominguez has passed all his test needed to attend the police academy in January. Dominguez will receive \$20 an hour.

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

- 35. Discussion/Action- Retention Differential from Law Enforcement Protection Funds

Martha Salas stated the Law Enforcement Protection Fund was changed back in 2023 this money can be used for police retention. Officers that have 20 years with PERA can receive \$7,500 with a match from the city. A total of \$15,000. Councilor Gray stated this would be the only year the officer would receive this retention bonus. The only officer eligible was Police Chief Hector Carrillo.

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

- 36. Discussion/Action- Appointment of Fire Department Secretary-Treasurer

Fire Chief Gonzales stated the yearly voting of officers was held and Andrea Carbajal was voted as Fire Department Secretary/Treasurer.

Motion made by Councilor Medina, Seconded by Councilor Gonzales.

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

DEPARTMENT HEAD REPORTS

Stephen Estrada Wastewater Director stated there was troubleshooting done on the bar screen alarm system. Dement came out and fixed this repair. The department removed soil from the Santa Clara Spill Site. They helped maintenance with the bottom field dugouts at the little league. Representatives from NM Self-Insurers conducted a site visit. They reviewed safety practices and OSHA compliance. Over all they were the inspector expressed a high level of satisfaction with operations.

Sam Arellano Public Works Director the department worked on there daily tasks. They did have some sewer problems between Santa Clara and Bayard, them, the wastewater department were able to fix the leaking at the manhole, clean contaminated soil and disinfect the area. Sam attended meetings with Stantec for the chlorination building. The new HVAC system will be working at the end of the month. The maintenance department helped WW with water leaks, pumps and UV system.

Renee Provencio Head Librarian thanked the Beautification Committee for their \$250 sponsorship for the 2nd annual Bayard Earth Day Celebration. Programs at the library are picking up this spring. She spoke on upcoming programs.

Helen Schruf with the Bayard Beautification Committee stated they will be doing a gift card giveaway for Bayard Businesses to promote the Committees Facebook page.

Police Chief Hector Carrillo stated the department is working with Lexipol to revamp policies. If this is not done then the city will not get a discount on the insurance. The department is doing frequent patrol at the little league games. Officers are getting trained on firearms. The Gila bike race is on Friday, the department will closing down the roads for the race. Councilor Gray would like a policy for the animal shelter. Who is allowed in, who goes there and how its ran.

Fire Chief Gabe Gonzales when over his service report. The department had 3 training events. Equipment are good. The department has two new probationary volunteers.

Bayard Planning and Zoning Chair Cordell Jones read a letter he received from a resident.

City Clerk/Treasurer Martha Salas stated she's been working on quarterly reports, Salas has applied for grants. She attended two conferences. She's been working with supervisors on budget for the next fiscal year.

MAYOR AND COUNCILORS REPORTS

Mayor Pro-tem Eloy Gonzales stated he is pound of the Wastewater Operator of the Year and the audit. Gonzales thanked all the workers and he is happy everyone is working together.

Councilor Gray stated Bayard is on a high and to keep it going.

Mayor Ojinaga stated the Bayard workers are doing great and thanked everyone.

NEXT MEETING DATE:

Budget Work Session - May 5, 2026 @ 10 a.m.

Budget Work Session - May 13, 2026 @ 10 a.m.

Regular Meeting - May 20, 2026 @ 4:30 p.m.

ADJOURNMENT

6:55 p.m.

John L. Ojinaga
Mayor

ATTEST:

Martha Salas
Clerk Treasurer



City of Bayard
CITY COUNCIL BUDGET
WORKSHOP

May 05, 2026 at 10:00 AM

Bayard City Hall

MINUTES

CALL TO ORDER: Mayor John L. Ojinaga

Workshop began at 10:00 a.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor John L. Ojinaga
Councilor Eloy Medina
Councilor Eloy Gonzales
Councilor Gilbert Ortiz
Councilor Chuck Gray

APPROVAL OF THE AGENDA

WORK SESSION

Financial Overview and Expenditure Increases

City Clerk-Treasurer Martha Salas opened the workshop by reviewing the third-quarter financial report with the Council. Following this review, Clerk-Treasurer Salas detailed several projected cost increases for Fiscal Year 2027. Key budgetary pressures include rising fees for dispatch services provided by Grant County, as well as an increase in the city's contribution to the Mining District senior lunch program for Bayard's portion. Furthermore, insurance premiums are expected to rise significantly, with health insurance projected to increase by 15% and other coverage—including property, vehicle, liabilities, and workers' compensation—expected to rise by 10%.

Public Safety and Infrastructure Costs

The Council also addressed the necessity of replacing the radio systems for public safety departments. To manage this expense, Councilor Medina suggested utilizing Law Enforcement and Fire Protection funds, which would alleviate the burden on the general budget. Additional inflationary pressures were noted regarding the rising costs of fuel, utilities, and materials required for various infrastructure projects.

Employee Compensation and Benefits

During the discussion on employee raises, the Council weighed the fact that the city currently covers 100% of health insurance premiums for all employees. Because the 15% insurance hike represents a cost of over \$72,000 per year to the city, the Council determined that a \$0.50 per hour raise for all employees would be a reasonable and sustainable increase for the upcoming fiscal year.

Utility Rates and CPI Adjustments

To help offset these rising expenses, Clerk-Treasurer Salas recommended an increase in utility rates. Under the current ordinance-approved Consumer Price Index (CPI) increases, the minimum utility bill was calculated to rise from \$112.67 to \$117.97, representing a total increase of \$5.05. The specific CPI figures provided were 4.7% for Water and Sewer, 4.8% for Garbage and Trash, and 4.6% for Wastewater. Councilor Medina requested that the Council consider a more uniform approach; subsequently, the Council reached a consensus directing Clerk-Treasurer Salas to budget a flat 4% increase across all utilities.

NEXT MEETING DATE:

ICIP and Budget Work Session - May 13, 2026 @ 10 a.m.

ADJOURNMENT

Workshop ended at 11:14 a.m.

ATTEST:

John L. Ojinaga
Mayor

Martha Salas
Clerk Treasurer



City of Bayard
ICIP AND BUDGET WORKSHOP
May 13, 2026 at 10:00 AM
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 Eloy Gonzales
Councilor Chuck Gray

ABSENT

Councilor Gilbert Ortiz

Others in attendance were Pricilla Lucero, Trevor Jensen, Martha Salas and Tanya Ortiz.

APPROVAL OF THE AGENDA

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

ICIP WORK SESSION

Discussion on ICIP for the City of Bayard was held. The 1st on the Fiscal Year 2027-2031 Infrastructure Capital Improvement Plan is City Hall Improvements, 2nd Heavy Equipment, 3rd Splash Pad, 4th Public Safety Expansion, 5th Little League Improvements, 6th Regional Water Project, 7th Wastewater System Improvements, 8th Animal Shelter Improvements, 9th Water System/ Electronic Read Meter Improvements, 10th Housing Initiatives, 11th Master Plan for new annexation, 12th Mine Mill Museum, 13th Street and Drainage Improvements, 14h Cemetery Improvements.

BUDGET WORK SESSION

Discussion was held on cost of living raise for all city employees. Also, the council decided on raising rates on all utilities according to the CIP (Consumer Price Index). Water will be increased to 4.7%, Sewer 4.7%, Trash and Landfill 4.8% and Wastewater 4.6%. Councilor Medina was not happy with the increases. Public Works Director Arellano submitted for a line locator and transmitter, to replace tools for shop/employees, replacement pump for booster house and replacement well pump. Arellano also requested a street sweeper, wet/dry concrete

saw. Parks and recreation department requested weed eaters and ride on mower. Wastewater Director Stephen Estrada requested two desktop computers.

NEXT MEETING DATE:

Regular Meeting - May 20, 2026 @4:30 p.m.

ADJOURNMENT

11:18 a.m.

John L. Ojinaga
Mayor

ATTEST:

Martha Salas
Clerk Treasurer

ACCOUNTS PAYABLES

VENDOR

DESCRIPTION

AMOUNT

P.O.

<u>GENERAL FUND - 10-31 Police</u>		<u>P.O.</u>
Xfinity	Monthly Internet Bill	\$259.85
Grant County Pest Control	Monthly Pest Control	\$14.55
SBA Monarch	Tower Site Rental NM40194-A-07	\$335.02
PNM	Monthly Street Light Bill	\$85.67
T-Mobile	Monthly Cell Phone, Mifi and Tablet Bill	\$660.58
WEX	Monthly Fuel Usage for March	\$2,327.16
Amazon	Stop/Slow Sign	\$18.95
Spectrum	Meraki Renewal	\$1,289.10
Lexis Nexis	Police Software	\$215.25
Silver City Daily Press	Job Vacancy Classifieds	\$82.86
Grant County Regional Dispatch	Q3 total call volume	\$2,065.44
WNM Communications	Monthly Desk Phone Bill	\$104.49
Century Link	Monthly Fax Lines	\$246.14
Gila Health Resources	Drug Screening for New Officer Hire and Lieutenant	\$222.00
Copies on the Run	ACH Papers for Accounting	\$28.80
Kystal Mountain Water	5 Gallon Drinking water	\$26.80
New Mexico Gas Co	Monthly Bill	\$15.65
G&G Towing	Vehicle Towing	\$180.48
Sanco Bayard	Fuel for Transit 350 Van	\$33.38
Vista Print	Business Cards for Police Chief	\$36.57
T-Mobile	Monthly Geotabs	\$133.65
Orellly	Disconnects for police Unit	\$46.98
Orellly	Disconnects for police Unit	\$69.45
Orellly	Disconnects for police Unit	\$32.98
Orellly	Oil Change Supplies for Police Charger	\$86.95
USPS	Postage for Large Envelope	\$14.44
TOTAL		\$8,633.19

GENERAL FUND - 10-24 City Hall

P.O.

Airgas USA	Monthly Oxygen Tank Rental for EMS	\$108.92
Morning Star	Polo shirt for New Councilman with City of Bayard Logo	\$38.00
Grant County Pest Control	Monthly Pest Control	\$38.90
Village of Santa Clara	Commitment to Senior Center Dec, Jan, Feb, Mar and Apr	\$14,942.10
Calile Mays	911 Addressing Project Mar 21 - Apr 3	\$253.59
EMS Bureau	EMS Fund Refund	\$5,933.00

PNM	Monthly Street Light Bill	\$360.93	
T-Mobile	Monthly Cell Phone, MiFi and Tablet Bill	\$347.11	
WEX	Monthly Fuel Usage for March	\$113.77	
Spectrum	Monthly Printer Payment	\$67.11	
Spectrum	Replace APC UPS Battery at City Hall	\$441.95	
Spectrum	Meraki Renewal	\$1,289.10	
Better City	March 2026 Implementation Services	\$12,484.50	
WNM Communications	Monthly Desk Phone Bill	\$208.98	
Century Link	Monthly Fax Lines	\$81.06	
Xfinity	Monthly Internet for City Hall	\$327.46	
Copies on the Run	ACH Papers for Accounting	\$28.80	11778
Ace Hardware	March Supplies for City Hall	\$81.48	11720
Morning Star	Polo Shirts for City Hall	\$163.00	11729
Kystal Mountain Water	5 Gallon Drinking water	\$15.14	
New Mexico Gas Co	Monthly Bill for City Hall	\$40.60	
New Mexico Gas Co	Monthly Bill for Old Fire Station	\$40.21	
PNM	606 Alta Vista Unit Star	\$48.09	
PNM	603 Tom Foy Blvd Unit X-mas	\$29.16	
Lumen	Long Distance	\$0.66	
Silver City Daily Press	Advertising: Letter of Interest for P&Z Committee	\$142.70	
NMML	2026 NMMCFQA Spring Conference Meeting	\$500.00	
NM Secretary of State	Notary Registration for D. Sedillos and M. Delgado	\$95.85	
NM Secretary of State	Required Notary Training and Exam for 3 employees	\$90.00	
National Business Furniture	Table for Council Room	\$714.15	11719
Walmart	Cases of Bottled Water for Council	\$21.88	11745
T-Mobile	Monthly Geotabs	\$29.70	
TOTAL		\$39,077.90	

	GENERAL FUND - 10-43 Parks	P.O.	
Xfinity	Monthly Internet Bill for Little League	\$238.93	
Grant County Pest Control	Monthly Pest Control	\$17.51	
Foxworth Galbraith Lumber	Boards for Little League	\$35.57	11773
Sherwin-Williams	Non Slip Paint for Little League	\$308.14	11756
PNM	Monthly Street Light Bill	\$129.02	
Ace Hardware	March Supplies for LL	\$379.97	11720
Ace Hardware	March Supplies for Fields and Park	\$384.60	11720
Morning Star	New Sign for Little League T-Ball Field	\$1,275.00	11707
PNM	206 Hurley Ave Unit Pkloop	\$86.78	
Keenan Supply	Mainline Gate Valve for Little League Field	\$82.17	11735
Lowes	Chainlink Fence for Little League	\$992.85	11736

Walmart	Grass Seed and Fertilizer for LL	\$470.96	11725
Slip Doctors	Non Slip Paint for Little League	\$237.50	11727

TOTAL \$4,639.00

GENERAL FUND - 10-34 ACO P.O.

PNM	Monthly Bill for Animal Shelter	\$43.00	
Grant County Pest Control	Monthly Pest Control	\$29.32	
Humphrey Enterprises	Porta Potty for Animal Shelter	\$450.00	
Arenas Valley Animal Clinic	Mass Removal on Canine and Euthanasia of Feline	\$134.27	
Lowes	Water Heater for Animal Shelter	\$174.89	11722
Home Depot	Wet/Dry Vacuum for Animal Shelter	\$44.98	11724
Home Depot	Expandable Water Hose for Shelter	\$64.00	11737

TOTAL \$940.46

SOLID WASTE FUND - 160 P.O.

U.S. Post Office	Annual Presort Fee for Utility Billing	\$123.34	
Spectrum	Monthly Printer Payment	\$67.11	

TOTAL: \$190.45

JNT WASTEWATER FUND - 170 P.O.

PNM	Monthly Electric Bill	\$7,462.79	
Albuquerque Journal	Advertisement for Notice of Request for Proposal	\$208.28	
Morning Star	Polo shirt for Supervisor with City of Bayard Logo	\$38.00	
Grant County Pest Control	Monthly Pest Control	\$48.13	
Hughes Net	Monthly Internet	\$138.35	
American Linen and Uniform	Weekly Uniform Maint 04/06, 04/13 & 04/20	\$147.00	
The UPS Store	Weekly Sample Shipment 04/08 & 04/15	\$587.46	
Dement Electric	Emergency Call Out for Bar Screen	\$909.97	11763
Keenan	Couplings	\$74.38	11758
PNM	Monthly Street Light Bill	\$97.50	
T-Mobile	Monthly Cell Phone, MiFi and Tablet Bill	\$64.22	
The UPS Store	Weekly Sample Shipment 04/22	\$286.26	
NMRWA	48th Annual NMRWA Conference for 2 employees	\$510.00	
Spectrum	Meraki Renewal	\$1,289.10	
Eurofins	WW Plant Tests 03/26	\$274.44	
Silver City Daily Press	Legal Notice for RFP No. WW-2026 State/Local & Federal	\$96.00	

WNM Communications	Monthly Desk Phone Bill	\$69.66	
Century Link	Monthly Fax Lines	\$222.40	
USA Bluebook	Lab Supplies	\$329.35	11674
Z&M Enterprises	UV Lamps	\$2,576.91	11774
Copies on the Run	ACH Papers for Accounting	\$28.80	11778
Ace Hardware	March Supplies	\$99.52	
IMGrail	Annual Water Pipeline Right of Way	\$1,872.00	
Eurofins	Plant Tests 04/09 & 04/16	\$704.94	
Kystal Mountain Water	5 Gallon Drinking water	\$11.62	
Keenan	Couplings for Washwater Line	\$216.28	11802
Walgreens	Shots for Employee	\$461.70	
Walgreens	Shots for Employee	\$461.70	
Arkansas Outdoor Power	Power Cord for Pressure Washer	\$221.25	11728
T-Mobile	Monthly Geotabs	\$14.85	

TOTAL:

\$19,522.86

MUNICIPAL COURT FUND - 20			
Xfinity	Monthly Internet Bill	\$104.49	P.O.
Grant County Pest Control	Monthly Pest Control	\$14.55	
PNM	Monthly Street Light Bill	\$76.49	
T-Mobile	Monthly Cell Phone, Mifi and Tablet Bill	\$44.88	
Spectrum	Meraki Renewal	\$1,289.10	
WNM Communications	Monthly Desk Phone Bill	\$69.66	
Century Link	Monthly Fax Lines	\$52.93	
New Mexico Gas Co	Monthly Bill	\$17.53	

TOTAL:

\$1,669.63

COMM. CENTER FUND - 200			
Grant County Pest Control	Monthly Pest Control	\$39.34	P.O.
Humphrey Enterprises	Grease Trap	\$173.81	
PNM	Monthly Street Light Bill	\$261.27	
Century Link	Monthly Fax Lines	\$312.52	
New Mexico Gas Co	Monthly Bill	\$50.83	
Starlink	Monthly Internet Bill	\$120.00	

TOTAL:

\$957.77

LIBRARY FUND - 210		P.O.
Xfinity	Monthly Internet Bill	\$290.99
Grant County Pest Control	Monthly Pest Control	\$29.32
T-Mobile	Monthly Cell Phone, MIFI and Tablet Bill	\$45.81
Amazon	Foaming Handsoap	\$38.18
Amazon	Table and Speakers	\$109.93
Christian Uribe	April Monthly Website Maint	\$200.00
W/NM Communications	Monthly Desk Phone Bill	\$69.66
Century Link	Monthly Fax Lines	\$61.20
Ralph & Marie Carter	Monthly Garden Landscape Care Services	\$322.88
Copies on the Run	ACH Papers for Accounting	\$28.80
Kystal Mountain Water	5 Gallon Drinking water	\$19.22
New Mexico Gas Co	Monthly Bill	\$33.92
PNM	Monthly Bill	\$313.31
Walmart	Paint Canvas	\$23.94
Webstaurant	Folding Chairs	\$1,164.38
T-Mobile	Monthly MIFI Devices	\$151.85
TOTAL:		\$2,903.39

MUNICIPAL STREETS FUND- 240		P.O.
PNM	Monthly Street Light Bill	\$4,019.98
Amazon	Emergency Dash Strobe Lights for New Maint Truck	\$63.98
TOTAL:		\$4,083.96

Maintenance 150		P.O.
U.S. Post Office	Annual Presort Fee for Utility Billing	\$123.33
Silver City Daily Press	Workshop Advertisement	\$24.26
Morning Star	Polo shirt for Supervisor with City of Bayard Logo	\$35.00
Grant County Pest Control	Monthly Pest Control	\$17.51
Martha Salas	Reimbursement for Pizza Purchase for Maint Workers	\$40.28
PNM	Monthly Street Light Bill	\$3,038.96
T-Mobile	Monthly Cell Phone, MIFI and Tablet Bill	\$140.06
WEX	Monthly Fuel Usage for March	\$1,241.39
Amazon	Weddeater shoulder harness	\$64.95
Spectrum	Monthly Printer Payment	\$67.11
Spectrum	Meraki Renewal	\$1,289.10
Grant County Regional Dispatch	Q3 total call volume	\$2,065.44
		11759

WNM Communications	Monthly Desk Phone Bill	\$34.83	
Airgas	Welding Supplies for Shop	\$167.13	11766
USA Bluebook	Reagent and Deionized Water	\$626.43	11743
Copies on the Run	ACH Papers for Accounting	\$28.80	11778
Ace Hardware	March Supplies	\$124.50	11720
Kystal Mountain Water	5 Gallon Drinking water	\$41.91	
Xfinity	Monthly Internet Bill	\$118.04	
New Mexico Gas Co	Monthly Bill	\$74.98	
PNM	Cameron Crk./City Wells Unit PMP#3	\$42.84	
Craigentagert Supply	Bleach for Boosters	\$835.00	11755
Oreilly	Shop Supplies	\$139.93	11733
Walmart	Cases of Bottled Water	\$21.88	11725
NM Environmental Dept	State of NM Env Dept Water Test	\$61.62	
NM Environmental Dept	48th Annual Conference Registration for 2 employees	\$510.00	
Badger Meter	Monthly Meter Services	\$382.12	
T-Mobile	Monthly Geotabs	\$133.65	
TOTAL:		\$11,491.05	

	FIRE FUND-30		P.O.
Xfinity	Monthly Internet Bill	\$104.50	
Grant County Pest Control	Monthly Pest Control	\$14.55	
PNM	Monthly Street Light Bill	\$143.80	
Werner Tire Service	Tire Repair for SUV	\$20.00	
T-Mobile	Monthly Cell Phone, MiFi and Tablet Bill	\$44.88	
EMS Bureau	EMS Fund Refund	\$72.00	
WEX	Monthly Fuel Usage for March	\$428.67	
Amazon	Tablet Mount, Keyboard Sets and Cases	\$356.05	11751
Spectrum	Meraki Renewal	\$1,289.10	
Grant County Regional Dispatch	Q3 total call volume	\$2,065.44	
WNM Communications	Monthly Desk Phone Bill	\$69.66	
MES	Safety Supplies	\$4,618.42	11653
New Mexico Gas Co	Monthly Bill	\$29.43	
Dollar General	Certificate Frames	\$32.21	
Oreilly	Oil Dye and Leak Detection Kit for Brush Truck	\$179.20	11734
T-Mobile	Monthly Geotabs	\$14.85	
TOTAL:		\$9,482.76	

U.S. Post Office			
Petes Equipment Repair			
WEX			
Spectrum			
Keenan Supply			
	Annual Presort Fee for Utility Billing	\$123.33	
	Plugs for Vac Truck	\$31.61	11726
	Monthly Fuel Usage for March	\$413.80	
	Monthly Printer Payment	\$67.11	
	Sewer Supplies for Old Fire Station	\$147.76	11699

TOTAL: \$568.74

Beaufication 430 P.O.

TOTAL: \$0.00

TOTAL: \$104,161.16

BAYARD CODE ENFORCEMENT MONTHLY ACTIVITY REPORT

OFFICER: Valerie Barboa

MONTH OF: April 2026

DATE	SOURCE OF COMPLAINT	COMPLAINANT, LOCATION, TYPE OF ACTIVITY AND ACTION TAKEN
4/1/26	Code Enforcement	<ul style="list-style-type: none"> • Patrolled city for new and pending code violations. • Followed up at 107 S. Franey regarding weeds/debris. Property owner cleaned some of the property. Will inform the Judge on 4/14/26 for court. • Attempted contact with property owner at 718 Fahey St. regarding complaint received on 3/31/26. No answer at residence. • Attempted telephone contact with property owner at 701 Dayhill regarding weeds/debris. Left voicemail. • Updated case files and organized recent photographs.
4/2/26		<ul style="list-style-type: none"> • Responded to complaint at 312 N. East St regarding weeds and trash accumulation. Spoke to resident who stated clean up would begin over the weekend. • Conducted follow-up at 213 Cactus. St. Property has not been cleaned. I will notify the Judge on 4/14/26 for court. • Worked on preparing notices for pending violations. • Patrolled alleyways for illegal dumping concerns. • Updated contact information for several property owners. • Researched ownership records for vacant property on Railroad Ave.
4/3/26		Holiday
4/6/26		Holiday
4/7/26		<ul style="list-style-type: none"> • Patrolled city for abandoned vehicles.

		<ul style="list-style-type: none"> • Followed up with 714 Lusk St. No substantial progress observed. Additional citation paperwork prepared. • Attempted telephone contact with property owner at 703 Dayhill regarding weeds/debris. Left voicemail. • Worked on organizing evidence photographs for court documentation. • Responded to complaint regarding overgrown weeds on Bellm St. • Conducted follow up inspections on previously cited properties.
4/8/26		<ul style="list-style-type: none"> • Responded to complaint regarding junk accumulation on Central Ave. Made contact with the property owner who stated he will be cleaning things up over the weekend. • Followed up at Hurley/Central Ave. Property appears to have continued cleanup of weeds and scattered debris. Will notify Judge on 4/14/26 for court. • Conducted general patrol for new violations. • Reviewed cases for future abatement. • Updated notes and files for complaints.
4/9/26		<ul style="list-style-type: none"> • Attempted to contact owner at 400 Poplar St. regarding vacant property concerns. • Spoke with resident at 598 Yucca St. regarding remaining inoperable vehicle. Resident advised would be removed by end of month. • Responded to complaint regarding debris near Tom Foy Blvd. • Conducted follow up phone calls regarding compliance deadlines. • Responded to complaint at 105 N. Railroad regarding weeds/debris. Property owner was not home. Left notice at residence.
4/10/26		<ul style="list-style-type: none"> • Followed up with clean up complaint near 720 McKee St. Area was cleaner than previous inspection. • Patrolled city and documented new violations.

		<ul style="list-style-type: none"> • No improvement at 203 and 205 East St. Citations will be issued to Municipal Court. • Attempted contact with owner at 504 North St. regarding previous complaint. Citations will be issued to the property owner. • Worked on pending citation paperwork and file organization. • Responded to complaint near Mayo St. Will attempt to contact the property owner. • Reviewed court documentation for upcoming hearings.
4/13/26		<ul style="list-style-type: none"> • Responded to complaint on Blackhawk regarding abandoned furniture and debris. Spoke with tenant who stated she has made arrangements to clear the property. • Followed up with 5 Park St. Property Management has not cleaned weeds on property or sidewalk. Citations will be issued. • Conducted follow-up phone calls to several residents regarding compliance deadlines. • Drove through north side of city and took pictures of new code violations. • Left notice at residence corner of N. Foy and North St. regarding cleaning of property.
4/14/26		<ul style="list-style-type: none"> • Conducted follow up at 711 Fahey St. Spoke with property owner. He showed me the bags of trash he has been filling in his backyard. I will be requesting funds from Beautification Committee for a dumpster. • Researched ownership records for vacant property near Stewart St. • Drove through city for any additional code violations. • Followed up with residents via telephone regarding pending violations. • Drove through Mckee alleyway. Lots of debris from resident. Will attempt to make contact with the owner. • Court with M. Rackel in Municipal Court. Discussed continued timelines with involved parties.

4/15/26		<ul style="list-style-type: none"> • Followed up at 309 Chino St. regarding hazardous structures. Property remains under review for possible abatement. • Worked on notices of violation for new code violations. • Conducted follow-up phone calls to residents regarding compliance timelines. • Updated files.
4/16/26		<ul style="list-style-type: none"> • Drove through city to identify residents with conex structures. Attempted to make contact with the residents to inform them they need to go through Planning and Zoning in order to place conex's. • Spoke to resident at 400 Main St? who stated additional cleanup would continue throughout the month. • Spoke to Ms. Flores regarding demolition of house at 203 East St. She stated they are "working on it". I informed her that citations will be issued due to the extended amount of time given to clean up. • Updated files and documented attempts of contact. • Responded to complaint regarding loose trash near Railroad. Attempted to contact the property owner where trash was adjacent to the property.
4/17/26		<ul style="list-style-type: none"> • Followed up with property corner of Hurley/Central. Mr. Espinosa had someone partially clean the property over the weekend. • Spoke with property owner (A. Lucero) regarding 710 McKee. He stated he is still working on making a trip to Bayard to remove J. Valdez from his property. Owner resides in NC. • Responded to complaint of RV parked on Bard St. Owner stated he will be moving the RV at the end of the day. • Distributed notices of violations to property owners with pending code violations.

		<ul style="list-style-type: none"> • Worked on updating files.
4/21/26		<ul style="list-style-type: none"> • Researched Neal properties. Owner currently has 10 neglected properties in Bayard. Owners are deceased. Will staff these properties with city attorney. • Attempted to contact K. Herrera regarding Parcel# 3073104094125. She stated she is working on getting someone to clean property and adjacent sidewalk. • Contacted Southwest Railroad again regarding debris concerns north end of Bayard. Left a message. • Contacted S. Peterson regarding 401 Empire St. She stated all occupants and camper trailers will be removed before the end of May. • Reviewed pending citation violations.
4/22/26		<ul style="list-style-type: none"> • Contacted property owner of 128 Central Ave. regarding cleanup of weeds/debris on property. • Reviewed possible abatement properties and city ordinance for regular abatement. • Updated owner contact information in several files. • Responded to complaint at 902 Waggoner St. Will attempt to contact the property owner. • Responded to complaint at 408 Mayo St. Will research property and attempt to contact the property owner. • Follow up with pending violation 804 Winifred St. Violation corrected. • Worked on updating files.
4/23/26		<ul style="list-style-type: none"> • Attempted contact with owner at 101 N. Yucca regarding prior complaint. • Follow up with owner at 218 Mayo St. Owner stated cleanup assistance is still being arranged. • Responded to complaint regarding trash accumulation Central Ave. Contacted

		<p>property owner via telephone and explained cleanup requirements.</p> <ul style="list-style-type: none"> • Observed continued improvement at 107 S. Franey and Hurley/Central Ave. (M. Rackel). Still no clean up at 213 Cactus St. • Worked on Compliance/Non-compliance reports for the court. • Updated files.
4/24/26		<ul style="list-style-type: none"> • Responded to complaint from 608 Guinevan regarding junk vehicles. Will attempt to contact the owner. • Follow up of 802 Guinevan regarding complaint of weeds. Violation has been corrected. • Attempted to contact property owner of 611 McKee alleyway. Trash and debris behind the property. • Drove through city to identify any new violations. • Attempted to contact property owners of pending violations. • Researched abandoned properties.
4/27/26		<ul style="list-style-type: none"> • Followed up at 205 East St. Debris, weeds, junk vehicles remain in violation. Citations have been issued to municipal court. • Attempted contact with property owner at 718 Fahey St. regarding ongoing debris complaint. • Attempted contact of property owners son (O. Merino) on Poplar. Stated he is still working on someone going to the property to clean up. Verbalized a timeline for clean up. • Attempted to contact property owners. Updated files.
4/28/26		<ul style="list-style-type: none"> • Researched property owners contact information to mail out notices. • Continued research regarding 603 Orchard next of kin. Property remains neglected due to owner being deceased. Will staff the property with Chief for possible abatement.

		<ul style="list-style-type: none"> • Followed up with 714 Lusk St. No additional cleanup observed. Citations have been issued. • Observed that Mr. Vesely continues to work on his properties on Virginia St. Attempted to contact him regarding securing the remaining trailers due to safety issues. • Reviewed files.
4/29/26		<ul style="list-style-type: none"> • Drove through city and documented updates to ongoing cases. • Spoke to M. Lopez at a residence on Poplar St. Informed her that the owner of 714 Lusk St. has been cited due to her trash being left at his property. She stated she will be helping clean it up. • Responded to complaint of weeds at 511 Empire St. Will attempt to contact owner (J. Gardner). • Worked on files.
4/30/26		<ul style="list-style-type: none"> • Attempted to contact property owner at 402 Poplar St. regarding clean up of property. Will need to research new contact information. • Worked on several citations. • Reviewed pending violations.

BAYARD CODE ENFORCEMENT MONTHLY ACTIVITY REPORT

OFFICER: Valerie Barboa

MONTH OF: April 2026

DATE	SORCE OF COMPLAINT	COMPLAINANT, LOCATION, TYPE OF ACTIVITY AND ACTION TAKEN
4/1/26	Code Enforcement	<ul style="list-style-type: none"> ● Patrolled city for new and pending code violations. ● Followed up at 107 S. Franey regarding weeds/debris. Property owner cleaned some of the property. Will inform the Judge on 4/14/26 for court. ● Attempted contact with property owner at 718 Fahey St. regarding complaint received on 3/31/26. No answer at residence. ● Attempted telephone contact with property owner at 701 Dayhill regarding weeds/debris. Left voicemail. ● Updated case files and organized recent photographs.
4/2/26		<ul style="list-style-type: none"> ● Responded to complaint at 312 N. East St regarding weeds and trash accumulation. Spoke to resident who stated clean up would begin over the weekend. ● Conducted follow-up at 213 Cactus. St. Property has not been cleaned. I will notify the Judge on 4/14/26 for court. ● Worked on preparing notices for pending violations. ● Patrolled alleyways for illegal dumping concerns. ● Updated contact information for several property owners. ● Researched ownership records for vacant property on Railroad Ave.
4/3/26		Holiday
4/6/26		Holiday
4/7/26		<ul style="list-style-type: none"> ● Patrolled city for abandoned vehicles.

		<ul style="list-style-type: none"> • Followed up with 714 Lusk St. No substantial progress observed. Additional citation paperwork prepared. • Attempted telephone contact with property owner at 703 Dayhill regarding weeds/debris. Left voicemail. • Worked on organizing evidence photographs for court documentation. • Responded to complaint regarding overgrown weeds on Bellm St. • Conducted follow up inspections on previously cited properties.
4/8/26		<ul style="list-style-type: none"> • Responded to complaint regarding junk accumulation on Central Ave. Made contact with the property owner who stated he will be cleaning things up over the weekend. • Followed up at Hurley/Central Ave. Property appears to have continued cleanup of weeds and scattered debris. Will notify Judge on 4/14/26 for court. • Conducted general patrol for new violations. • Reviewed cases for future abatement. • Updated notes and files for complaints.
4/9/26		<ul style="list-style-type: none"> • Attempted to contact owner at 400 Poplar St. regarding vacant property concerns. • Spoke with resident at 598 Yucca St. regarding remaining inoperable vehicle. Resident advised would be removed by end of month. • Responded to complaint regarding debris near Tom Foy Blvd. • Conducted follow up phone calls regarding compliance deadlines. • Responded to complaint at 105 N. Railroad regarding weeds/debris. Property owner was not home. Left notice at residence.
4/10/26		<ul style="list-style-type: none"> • Followed up with clean up complaint near 720 McKee St. Area was cleaner than previous inspection. • Patrolled city and documented new violations.

		<ul style="list-style-type: none"> • No improvement at 203 and 205 East St. Citations will be issued to Municipal Court. • Attempted contact with owner at 504 North St. regarding previous complaint. Citations will be issued to the property owner. • Worked on pending citation paperwork and file organization. • Responded to complaint near Mayo St. Will attempt to contact the property owner. • Reviewed court documentation for upcoming hearings.
4/13/26		<ul style="list-style-type: none"> • Responded to complaint on Blackhawk regarding abandoned furniture and debris. Spoke with tenant who stated she has made arrangements to clear the property. • Followed up with 5 Park St. Property Management has not cleaned weeds on property or sidewalk. Citations will be issued. • Conducted follow-up phone calls to several residents regarding compliance deadlines. • Drove through north side of city and took pictures of new code violations. • Left notice at residence corner of N. Foy and North St. regarding cleaning of property.
4/14/26		<ul style="list-style-type: none"> • Conducted follow up at 711 Fahey St. Spoke with property owner. He showed me the bags of trash he has been filling in his backyard. I will be requesting funds from Beautification Committee for a dumpster. • Researched ownership records for vacant property near Stewart St. • Drove through city for any additional code violations. • Followed up with residents via telephone regarding pending violations. • Drove through Mckee alleyway. Lots of debris from resident. Will attempt to make contact with the owner. • Court with M. Rackel in Municipal Court. Discussed continued timelines with involved parties.

4/15/26		<ul style="list-style-type: none"> ● Followed up at 309 Chino St. regarding hazardous structures. Property remains under review for possible abatement. ● Worked on notices of violation for new code violations. ● Conducted follow-up phone calls to residents regarding compliance timelines. ● Updated files.
4/16/26		<ul style="list-style-type: none"> ● Drove through city to identify residents with conex structures. Attempted to make contact with the residents to inform them they need to go through Planning and Zoning in order to place conex's. ● Spoke to resident at 400 Main St? who stated additional cleanup would continue throughout the month. ● Spoke to Ms. Flores regarding demolition of house at 203 East St. She stated they are "working on it". I informed her that citations will be issued due to the extended amount of time given to clean up. ● Updated files and documented attempts of contact. ● Responded to complaint regarding loose trash near Railroad. Attempted to contact the property owner where trash was adjacent to the property.
4/17/26		<ul style="list-style-type: none"> ● Followed up with property corner of Hurley/Central. Mr. Espinosa had someone partially clean the property over the weekend. ● Spoke with property owner (A. Lucero) regarding 710 McKee. He stated he is still working on making a trip to Bayard to remove J. Valdez from his property. Owner resides in NC. ● Responded to complaint of RV parked on Bard St. Owner stated he will be moving the RV at the end of the day. ● Distributed notices of violations to property owners with pending code violations.

4/21/26		<ul style="list-style-type: none"> • Worked on updating files. • Researched Neal properties. Owner currently has 10 neglected properties in Bayard. Owners are deceased. Will staff these properties with city attorney. • Attempted to contact K. Herrera regarding Parcel# 3073104094125. She stated she is working on getting someone to clean property and adjacent sidewalk. • Contacted Southwest Railroad again regarding debris concerns north end of Bayard. Left a message. • Contacted S. Peterson regarding 401 Empire St. She stated all occupants and camper trailers will be removed before the end of May. • Reviewed pending citation violations.
4/22/26		<ul style="list-style-type: none"> • Contacted property owner of 128 Central Ave. regarding cleanup of weeds/debris on property. • Reviewed possible abatement properties and city ordinance for regular abatement. • Updated owner contact information in several files. • Responded to complaint at 902 Waggoner St. Will attempt to contact the property owner. • Responded to complaint at 408 Mayo St. Will research property and attempt to contact the property owner. • Follow up with pending violation 804 Winifred St. Violation corrected. • Worked on updating files.
4/23/26		<ul style="list-style-type: none"> • Attempted contact with owner at 101 N. Yucca regarding prior complaint. • Follow up with owner at 218 Mayo St. Owner stated cleanup assistance is still being arranged. • Responded to complaint regarding trash accumulation Central Ave. Contacted

		<p>property owner via telephone and explained cleanup requirements.</p> <ul style="list-style-type: none"> • Observed continued improvement at 107 S. Franey and Hurley/Central Ave. (M. Rackel). Still no clean up at 213 Cactus St. • Worked on Compliance/Non-compliance reports for the court. • Updated files.
4/24/26		<ul style="list-style-type: none"> • Responded to complaint from 608 Guinevan regarding junk vehicles. Will attempt to contact the owner. • Follow up of 802 Guinevan regarding complaint of weeds. Violation has been corrected. • Attempted to contact property owner of 611 McKee alleyway. Trash and debris behind the property. • Drove through city to identify any new violations. • Attempted to contact property owners of pending violations. • Researched abandoned properties.
4/27/26		<ul style="list-style-type: none"> • Followed up at 205 East St. Debris, weeds, junk vehicles remain in violation. Citations have been issued to municipal court. • Attempted contact with property owner at 718 Fahey St. regarding ongoing debris complaint. • Attempted contact of property owners son (O. Merino) on Poplar. Stated he is still working on someone going to the property to clean up. Verbalized a timeline for clean up. • Attempted to contact property owners. Updated files.
4/28/26		<ul style="list-style-type: none"> • Researched property owners contact information to mail out notices. • Continued research regarding 603 Orchard next of kin. Property remains neglected due to owner being deceased. Will staff the property with Chief for possible abatement.

		<ul style="list-style-type: none"> • Followed up with 714 Lusk St. No additional cleanup observed. Citations have been issued. • Observed that Mr. Vesely continues to work on his properties on Virginia St. Attempted to contact him regarding securing the remaining trailers due to safety issues. • Reviewed files.
4/29/26		<ul style="list-style-type: none"> • Drove through city and documented updates to ongoing cases. • Spoke to M. Lopez at a residence on Poplar St. Informed her that the owner of 714 Lusk St. has been cited due to her trash being left at his property. She stated she will be helping clean it up. • Responded to complaint of weeds at 511 Empire St. Will attempt to contact owner (J. Gardner). • Worked on files.
4/30/26		<ul style="list-style-type: none"> • Attempted to contact property owner at 402 Poplar St. regarding clean up of property. Will need to research new contact information. • Worked on several citations. • Reviewed pending violations.

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Vehicle Make: 2018 FORD PICKUP #101

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
1-Apr	Sanco Bayard	9.1	36.39			79544	50501	OL-945
6-Apr	Sanco Bayard	4.027	17.31			79659	58176	OL-945
8-Apr	Sanco Bayard	5.481	23.35			79709	60952	OL-945
10-Apr	Sanco Bayard	9.563	39.68			79772	64219	OL-945
11-Apr	Sanco Bayard	8.271	34.32			79858	65632	OL-945
15-Apr	Sanco Bayard	9.289	37.15			79936	71298	OL-945
16-Apr	Sanco Bayard	5.664	22.65			79973	72772	OL-945
20-Apr	Sanco Bayard	9.428	36.29			80103	78972	OL-945
21-Apr	Sanco Bayard	6.311	24.29			80157	80416	OL-945
24-Apr	Sanco Bayard	5.134	19.76			80180	84831	OL-945
25-Apr	Sanco Bayard	7.345	28.27			80240	86465	OL-945
26-Apr	Sanco Bayard	8.524	32.81			80323	87723	OL-945
29-Apr	Sanco Bayard	8.788	33.83			80444	92283	OL-945
30-Apr	Sanco Bayard	4.368	18.34			80469	93646	OL-945
TOTALS		101.293	\$404.44	\$0.00	\$0.00			

Recapitulation

Fuel	\$404.44
Oil	
Mic	
TOTAL	\$404.44

Speedometer Reading

End of month mileage	80469
First of month mileage	79544
Total miles	925
Miles per gallon	9.132

Vehicle Make: 2018 FORD EXPLORER #102

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
1-Apr	Sanco Bayard	15.016	60.05			68965	50322	AD-946
4-Apr	Snappymart	15.612	67.12			69171	911600	AD-946
6-Apr	Sanco Bayard	15.738	70.02			69344	57282	AD-946
13-Apr	Sanco Bayard	13.98	58.00			69490	68567	AD-946
17-Apr	Sanco Bayard	16.157	63.00			69635	74659	AD-946
19-Apr	Sanco Bayard	12.22	47.03			69757	77319	AD-946
22-Apr	Sanco Bayard	12.508	48.14			69928	81933	AD-946
24-Apr	Sanco Bayard	13.479	51.88			70084	83692	AD-946
28-Apr	Sanco Bayard	12.731	49.00			70205	90903	AD-946
TOTALS		127.441	\$514.24	\$0.00	\$0.00			

Recapitulation

Fuel	\$514.24
Oil	
Mic	
TOTAL	\$514.24

Speedometer Reading

End of month mileage	70205
First of month mileage	68965
Total miles	1240
Miles per gallon	9.730

Vehicle Make: 2016 FORD TAURUS #80

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
7-Apr	Sanco Bayard	12.008	51.62			87611	58565	OL-945
TOTALS		12.008	\$51.62	\$0.00	\$0.00			

Recapitulation

Speedometer Reading

Fuel	\$51.62
Oil	
Mic	
TOTAL	\$51.62

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

Vehicle Make: 2016 FORD TAURUS #100

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
3-Apr	Sanco Bayard	12.213	54.34			79887	54415	JD-947
12-Apr	Sanco Bayard	9.58	39.75			80093	66970	JD-947
27-Apr	Sanco Bayard	13.794	53.09			80377	88422	JD-947
TOTALS		35.587	\$147.18	\$0.00	\$0.00			

Recapitulation

Speedometer Reading

Fuel	\$147.18
Oil	
Mic	
TOTAL	\$147.18

End of month mileage	80377
First of month mileage	79887
Total miles	490
Miles per gallon	13.769

Vehicle Make: ACO UNIT-2020 F-250

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
31-Mar	Sanco Bayard	20.958	83.8			32569	49673	RA-949
13-Apr	Sanco Bayard	21.145	87.73			32731	68196	RA-949
TOTALS		21.145	\$87.73	\$0.00	\$0.00			

Recapitulation

Speedometer Reading

Fuel	\$87.73
Oil	
Mic	
TOTAL	\$87.73

End of month mileage	32731
First of month mileage	32569
Total miles	162
Miles per gallon	7.661

Vehicle Make: 2024 Dodge Durnago Unit #105

DAY	Place Purchased	Gal	Amount	Quarts	Amount	MILEAGE	Invoice PO#	Purchaser
7-Apr	Snappy 210	18.553	79.76			15778	623204	HC-941
21-Apr	Snappy 212	11.075	42.63			16050	157410	HC-941
29-Apr	Snappy 212	21.89	84.47			16201	165603	HC-941
TOTALS		51.518	\$206.86	\$0.00	\$0.00			

Recapitulation

Speedometer Reading

Fuel	\$206.86
Oil	
Mic	
TOTAL	\$206.86

End of month mileage	16201
First of month mileage	15778
Total miles	423
Miles per gallon	8.211

April, 2026

Monthly Maintenance Report

Maintenance

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.

Projects:

Main water break 6" line between Fahey and McKee St. 3 of the team was called in to assist with repairs.

PRV on Joan St. was exercised- manually switching from the high flow to low flow once a month to exercise each valve

Continuing meetings with Stantec for new chlorination building.

New HVAC system started at community Center is complete

Located Main line to Hanover for contractors and pot holed to confirm where water line crosses highway 356.

Spread seed and fertilizer at baseball fields and at all parks.

Started weed control around city.

Water and Sewer:

Sent monthly chlorine tests to be analyzed, all came back good.

Chlorine Analyzer monthly PM

Repaired 2 water leaks

9 sewer call outs

8 Sewer preventive maintenance- Routing and jetting man holes throughout the city.

Training/Classes/Special Events:

Continuing Cross training with wastewater department

Had 2 team members attend 48th NMRWA conference in Albuquerque.

Wastewater Operations Report

Prepared for: Bayard City Council

Training and Site Visit – May 5, 2026

On May 5, 2026, Paul Muñoz, Armando Fletcher, and I attended a training session at the Bayard Community Center provided by the New Mexico Rural Water Association (NMRWA). The training, led by Britany Coriz, focused on operator responsibilities and the Consumer Confidence Report (CCR).

Following the training, Ms. Coriz visited the wastewater treatment plant, where we provided her with a full walkthrough of the facility.

Equipment Issue – Bar Screen Alarm (May 12, 2026)

On May 12, 2026, at approximately 3:30 PM, the bar screen system triggered an alarm that stopped the rake. After resetting the alarm, the issue reoccurred approximately one hour later. An electrician was contacted, and after initial troubleshooting attempts, it was determined that an on-site visit was necessary.

Matt Dement responded and conducted further diagnostics. It was determined that the issue originates within the control panel. The problem has been temporarily resolved; however, additional troubleshooting will be required to implement a permanent fix.

Meter Evaluation – May 11, 2026

On May 11, 2026, a representative from Yukon visited the site to evaluate the facility's meters and provide a quote for calibration services.

Stantec Scoping Meeting – May 13, 2026

On May 13, 2026, a scoping meeting was held with Stantec. The City will move forward with the development of a Preliminary Engineering Report (PER) to establish a comprehensive plan for the wastewater treatment plant.

Stephen Estrada

City Of Bayard Wastewater Treatment Plant Director

Office: (575) 537-3462

Mobile: (575) 590-1248

Email: wastewater@cityofbayardnm.com



City of Bayard Vol. Fire Department

Monthly Service Report



April 2026 Service Report

Fire Service Calls					
Date	City	Address	Fire Type	Apparatuses	Responders
4/27/2026	Hurley	Hwy 180 Rail Rd Tracks	Vehicle Fire	E-2, C-2	2-OF, 1-FF

EMS Service Calls	
City	Total
Bayard	15
Hurley	8
Santa Clara	2
Total:	25

Training Report

Fire Training			
Date	Training Location	Subject	Responders Attended
4/2/26	Bayard Fire Department	Pump familiarization	Officers-2 Members-4
4/9/26	Bayard Fire Department	Vehicles driving course	Officers-2 Members-4
4/23/26	Hurley Fire Department	Wildland training and tactics	Officers-3 Members-3 HVFD-5

EMS Training			
Date	Training Location	Subject	Responders Attended
04/30/26	Bayard Fire Department	EMS patient assessment	Officers-3 Members-4

City of Bayard Vol. Fire Department

Monthly Service Report



Equipment Report

Fire Apparatuses				
Apparatus	Status	Inspection Date	Issues Identified	Mileage/Hrs.
Engine-1	In-service	4/05/26	Good working order	10,1796.8 / 1,422.6 Hrs.
Engine-2	In-service	4/05/26	Good working Order	17,910.4/ 1,612.8 Hrs.
Brush-1	In-service	4/05/26	Oil leak has been referred to Ford for repair by Chris.	14,562.9/ 1907.4 Hrs.
Rescue-1	Out of Service	4/05/26	Pending Sale	4,600/ 457.8 Hrs.
Command-1 (F-150)	In-Service	4/05/26	Good working order	45,604.8
Command-2 (SUV)	In service	4/05/26	Good working Order	273,402.8

City of Bayard Vol. Fire Department

Monthly Service Report



Equipment			
Item	Date	Status	Return to Service Plan
Command-1 Siren	10/05/25	Pending	Siren speaker arrived. Pending install
Air pack refill	12/12/25	Completed	Good working order.
Brush-1	03/12/26	Pending	Will schedule with Smith Ford for repair; Date TBD

Safety Report

Safety/Incidents		
Date	Incident	Outcome
	No safety incidents for April 2026	

Community Service Report

Community Services/Events				
Date	Type	Location	Service/ Event Description	Personnel
04/12/26	Escort	Cobre High	Escort Cobre Cheer	O-2 FF-5

City of Bayard Vol. Fire Department

Monthly Service Report



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Department Updates:

1. CAD integration completed the department is receiving notifications for all fire and EMS calls. NEMSIS integration is almost completed. Fire reports are going into the new system.
2. Amkus Rescue Tools parts were delayed will be back as soon as part arrive and are installed.
3. In the process of completing sale of the Rescue Unit.
4. Interface pumper application submitted for loan consideration.
5. Bayard Fire Dept. Will host DACC Summer Emergency Medical Responder Course Monday and Tuesday 5pm to 830pm from May to August. The department has two probationary member attending. Class is covered by Work Force Grant

Submitted by,
Gabriel Gonzales EMT-I
Fire Chief City of Bayard Vol. Fire Department

DATE	AUTOMATIC	JUDICIAL	COURT	FINES	ADM /Warrant	COPY	TOTAL	
4/1/2026				\$40.00			\$40.00	
4/1/2026				\$160.00	\$100.00		\$260.00	April 2026 CITATIONS IN
4/1/2026				\$100.00			\$100.00	traffic- 65
4/7/2026				\$40.00			\$40.00	Animal - 0
4/7/2026				\$40.00			\$40.00	code enfrc. - 0
4/7/2026				\$40.00			\$40.00	CRIMINAL COMPLAINTS- 0
4/7/2026				\$85.00			\$85.00	
4/8/2026				40.00			\$40.00	
4/8/2026				100.00			\$100.00	summons issued-
4/13/2026				\$40.00			\$40.00	clients in person-38
4/13/2026				\$60.00	\$100.00		\$160.00	closed cases- 33
4/13/2026				\$60.00			\$60.00	dismissed fixit cases-5
4/13/2026				\$140.00			\$140.00	tials scheduled - 2
4/14/2026				\$400.00	\$100.00		\$500.00	Warrants issued - 4
4/14/2026				\$40.00			\$40.00	back ground checks - 0
4/14/2026				\$40.00			\$40.00	
4/14/2026				\$40.00			\$40.00	
4/14/2026				\$60.00			60.00	
4/14/2026				\$120.00			\$120.00	
4/20/2026				\$40.00			\$40.00	
4/20/2026				\$40.00			\$40.00	
4/21/2026				\$60.00			\$60.00	
4/21/2026				\$60.00			60.00	
4/21/2026				\$75.00			\$75.00	
4/21/2026				\$60.00			60.00	
4/21/2026				\$40.00			\$40.00	
4/21/2026				\$300.00			\$300.00	
4/21/2026				\$60.00			\$60.00	
4/22/2026				\$40.00			\$40.00	
4/22/2026				\$80.00			\$80.00	

4/28/2026				\$40.00			\$40.00
4/28/2026				\$225.00			\$225.00
4/28/2026				\$140.00			\$140.00
4/29/2026				\$40.00			\$40.00
Totals	\$0.00	\$0.00	\$0.00	\$2,985.00	\$300.00	\$0.00	\$3,285.00



Quotation

To: Gabe Gonzales Fire Chief
 City of Bayard Fire Department
 800 Central Ave
 Bayard, New Mexico 88023
bayardfirechief@cityofbayardnm.gov
 575-956-8149
bayardfirechief@cityofbayardnm.gov

From: Advanced Communications and Electronics, Inc.
 2417 Baylor Drive SE
 Albuquerque, NM 87106
 505-244-3321 Office
 505-244-3675 Fax
 Bill Henz
whenz@advtwoway.com

Date: May 4, 2026

We are pleased to submit our proposal on the following:

Upfitting one 2026 Chevrolet Suburban for the City of Bayard Fire Department Whelen Plastix Plus, installation and warranty

Item	Quantity	Description	List Price/Each	Discounted Price/Each	Extended
1		Controller and Lightbar			
1a	1	Liberty II DUO-DUO WCX CORE Bundle:	\$3,465.45	\$3,465.45	\$3,465.45
1b	1	Liberty II DUO 54" Lightbar (Included in bundle)			
1c	1	Adjustable Mount Kit, Black Straps (included in bundle)			
1d	1	GenCom CORE™ with CANport ODB II interface (included in bundle)			
1e	1	Gencom Core control head w/knob (included in bundle)			
1f	1	Scanport Plug (included in bundle)			
1g	2	16 output WCX expansion module	\$292.00	\$204.40	\$408.80
		Forward Facing Lighting & Equipment			
2	2	PSD02FCR, MEGA T Series DUO R/W	\$218.00	\$159.14	\$318.28
3	2	90 degree Mega T-Series mounting bracket (used	\$17.00	\$15.13	\$30.26
4	1	Siren Speaker	\$465.00	\$213.90	\$213.90
5	1	Universal Speaker Mount (included)			
6	1	WCX LOW FREQUENCY SIREN SYSTEM	\$944.00	\$670.24	\$670.24
6a	1	Howler Bracket Kit – Tahoe/Suburban (included)			
7	1	Westin HDX 3-Piece Grille Guard Black	\$1,444.92	\$1,155.93	\$1,155.93
		Side Facing Lighting:			
8	2	TSS0D, ION T-Series DUO Red/White, mounted on sides of push bumper	\$199.00	\$109.45	\$218.90
9	2	TSS0D, ION T-Series DUO Red/White, mounted	\$199.00	\$109.45	\$218.90
10	1	Under Mirror Mount Bracket Kit (each) for	\$61.00	\$45.75	\$45.75
11	2	6 Segment WCX DUO Tracer	\$1,781.00	\$1,139.84	\$2,279.68
11a	2	Tahoe Tracer Mounts (Included)			
12	2	TSS0D, ION T-Series DUO Red/White, mounted rear cargo side windows	\$199.00	\$109.45	\$218.90
12a	2	90 degree T-Series mounting bracket (rear side cargo)	\$20.00	\$14.40	\$28.80
13	1	Under Mirror Mount Bracket Kit (each) for installation on Chevrolet	\$61.00	\$45.75	\$45.75
		Rear Facing Lighting:			
14	6	ION T-Series DUO Red/White	\$199.00	\$109.45	\$656.70

15	1	RST rear InnerEdge, 10 lamp TRIO WCX version	\$2,155.00	\$1,249.90	\$1,249.90
Install Accessories:					
16	2	6-Output Expansion Module Harness	\$146.00	\$131.40	\$262.80
17	1	Whelen Core Output Harness Kit	\$240.00	\$237.60	\$237.60
18	1	WeCanX Junction Box	\$164.00	\$131.20	\$131.20
19	1	Single 12V power plug with co	\$18.35	\$14.68	\$14.68
20	1	Dual USB 3.0/USB Type-C Charger WITH digital	\$42.50	\$34.00	\$34.00
21	1	2025-2026 Chevy Tahoe/Suburban center console,	\$1,143.67	\$914.93	\$914.93
22	1	(PP-2025-TAH-REARAC) Cutout for factory rear	\$8.33	\$6.67	\$6.67
23	3	JOTTO BRACKETS - Justified to driver side unless	\$72.92	\$58.33	\$174.99
24	1	Lower Panel (for factory console)	\$182.82	\$151.74	\$151.74
25	1	Lower Extension (factory console lower)	\$121.70	\$101.01	\$101.01
26	1	HEPA Turnout vault	\$6,627.00	\$3,976.20	\$3,976.20
27	2	Magnetic Mic mounting kit	\$39.95	\$39.55	\$79.10
28	1	DC to AC power inverter 1000 W continuous, 2000	\$196.36	\$186.54	\$186.54
29	1	Charge Guard	\$111.46	\$94.74	\$94.74
30	1	911 Wiring Harness	\$1,000.00	\$750.00	\$750.00
31	1	Installation Accessories and Hardware	\$220.00	\$217.80	\$217.80
32	1	Graphics	\$3,893.55	\$2,530.81	\$2,530.81
33	1	Driver Arges Fender Mount	\$116.00	\$81.20	\$81.20
34	1	ProFocus Arges Spotlight	\$912.00	\$638.40	\$638.40
35	1	ARGCH1, Arges Control Head	\$352.00	\$253.44	\$253.44
36	1	Compartment light, interior cargo area Red/Wht	\$104.00	\$68.64	\$68.64
37	1	Freight for Plastix Plus estimate only	\$275.00	\$192.50	\$192.50
38	1	Window Tint all windows and visor	\$425.00	\$340.00	\$340.00
Subtotal Equipment Cost					\$22,665.13
Labor, Installation & Optimization <small>(see note 12 if this line item is over \$500.00)</small>					\$4,410.00
Frequency Coordination/FCC License					
Freight					\$550.00
Gross Receipts Tax on Labor Only					7.6300% \$336.48
Total					\$27,961.61

Notice - the terms and conditions of this proposal are shown below.

Priced in accordance with State of New Mexico Price Agreement 20-00000-21-00030 POLICE VEHICLE EQUIPMENT PARTS AND LABOR Expires 4/24/2027

Notes

- 1 This quote is good for 90 days.
- 2 Standard Terms - Net 15, Subject to credit approval. Leasing and financing options are available upon request.
- 3 Delivery - 4 weeks ARO (after receipt of order) is typical.
- 4 As used herein, "Proposal" means this document, also referred to as "Sales Agreement" once signed by "Seller" and "Customer", or by acceptance of a Customer provided purchase order. "Seller" means Advanced Communications and Electronics, Inc.; "Customer" means the customer named on the front of this "Proposal"; "Product" means the equipment and or parts Customer is purchasing from Seller, as more particularly described on the front of this "Proposal"; and "Manufacturer" means the manufacturer(s) of the Product.
- 5 Seller hereby disclaims any express or implied warranties regarding the Product, including, but not limited to, warranties of merchantability and/or fitness for a particular purpose. Customer acknowledges that the Product is sold "AS IS," and that the Manufacturer's warranty, if it exists, is the only warranty applicable to the Product.
- 6 Customer agrees that its sole remedy for any nonconforming Product is the return of the Product and a refund of the purchase price. In no event shall Seller be liable to Customer for any consequential or incidental damages resulting from any nonconforming Product. Returned products must be returned in unused condition and in the original packaging.
- 7 Customer may return conforming Product to Seller, at Seller's sole discretion, within thirty (30) days of purchase for a refund of the purchase price. Seller has discretion to withhold up to a twenty percent (20%) restocking fee from any such refund.
- 8 Customer shall pay to Seller all costs and expenses, including court costs and reasonable attorney's fees, incurred by Seller in exercising any of its rights or remedies under this "Sales Agreement" or enforcing any of the provisions hereof.

- 9 This "Sales Agreement" shall be governed by and interpreted in accordance with New Mexico law. Any lawsuit related to this "Sales Agreement" shall be brought in a court of competent jurisdiction in Bernalillo County, New Mexico.
- 10 If any provision of this "Sales Agreement" is determined to be invalid or unenforceable, the remainder of this "Sales Agreement" shall not be affected thereby.
- 11 Customer acknowledges that it has read and understands the terms and conditions of the "Sales Agreement" and agrees to be bound by them. This "Sales Agreement" sets forth the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, made between the parties regarding the subject matter hereof.
- 12 Refer to Installation Agreement form for additional installation details and terms and conditions relating to the equipment installation. This additional form is required on all installations over \$500.00.

Accepted By:

Customer Signature

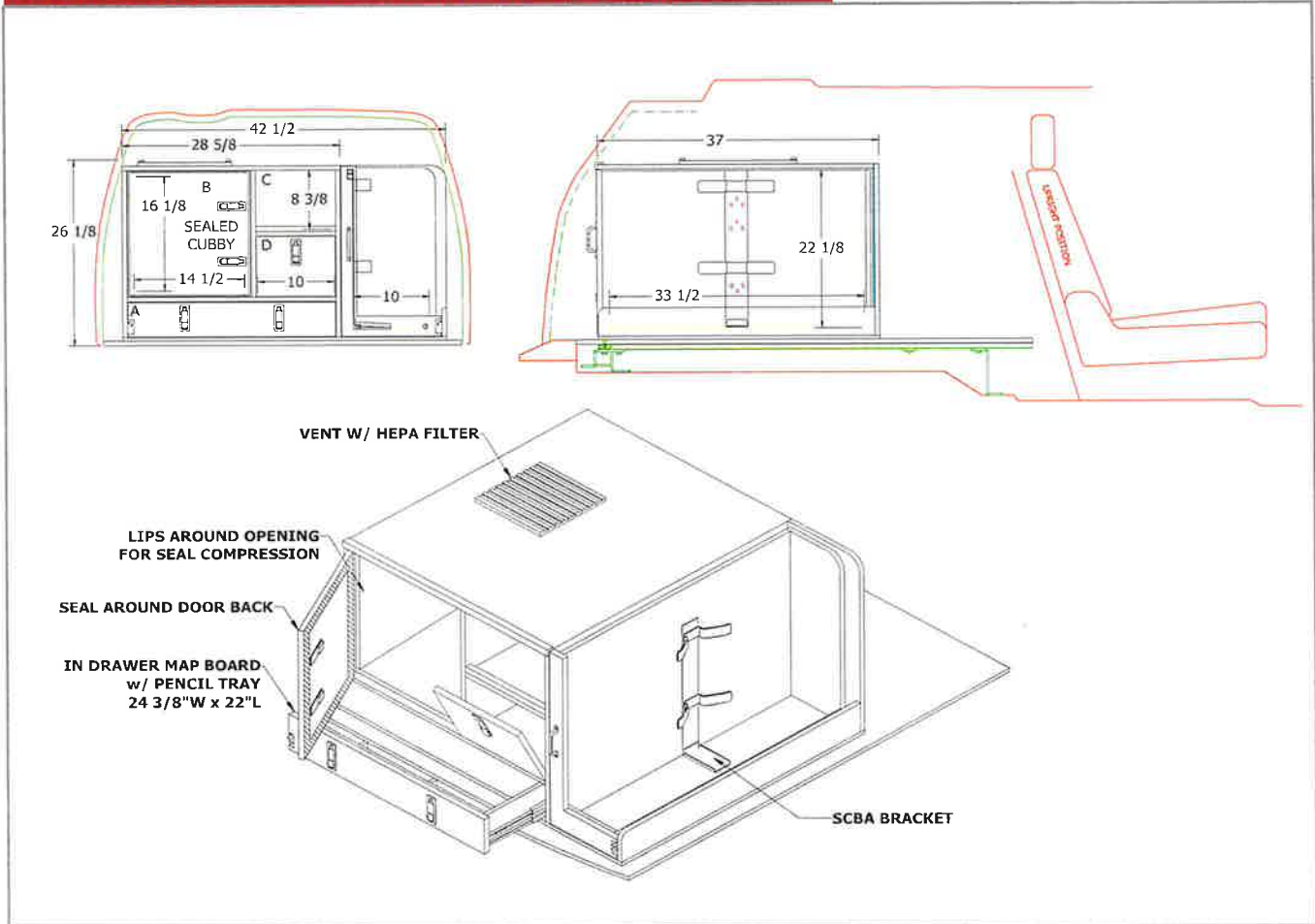
Date

Seller Signature

Date

MAKE:	Chevrolet	MODEL:	Suburban	YEARS:	2021 -
3RD ROW SEAT:	Removed	SPARE TIRE ACCESS:	Yes		

STOCK CODE: F-CHSUBN1-21N-TR-C4-EM9



VAULT WIDTH:	42 1/2	INSIDE DRAWER HEIGHT:	A: 4
VAULT LENGTH:	37	INSIDE DRAWER LENGTH:	A: 34 3/8
VAULT HEIGHT:	24 5/8	INSIDE DRAWER WIDTH:	A: 24 7/8
		INSIDE DRAWER DIAGONAL:	A: 42
OVERALL HEIGHT:	26 1/8		
ADDITIONAL INFORMATION:			

NOTE: Overall Vault height may increase by 1/2" with protective front iron & carpet or 3/4" with all weather coating
NOTE: Depending on the style, some locks will increase the Overall Vault length an additional 1 5/8"

Customer Signature: _____ **Date:** _____

2026 Suburban City of Bayard Fire



54" (Red/Wht) with traffic arrow (Amber)
2 Larger MEGA T Ion Red/Wht flashers in grille
Siren/Howler mounted on pushbumper
ARGES Remote controlled spotlight
Westin Push bumper with headlight surrounds



2026 Suburban City of Bayard Fire



Graphics from WrapLab
2- 3inch Red/Wht flashers under mirror
6 Segment running board flashers Red/Wht

2026 Suburban City of Bayard Fire



Interior flasher with traffic arrow
Red/Wht/Amber

6 Flashers Red/Wht (2 interior for
hatch open light) Program for all
white light steady on option

City of Bayard

RESOLUTION 11-2026 BUDGET ADJUSTMENTS

WHEREAS, the Bayard City Council in regular session on April 23, 2026 did propose to make certain budgetary adjustments; and

WHEREAS, the Council does hereby authorize the attached listing of budgetary adjustments for the April 30, 2026 financial statements as listed in Exhibit A.

WHEREAS, the Council does hereby approve the May 20, 2026 budget adjustments as presented.

NOW THEREFORE, the Council does hereby accept and approve the budgetary adjustments for the period ending April 30, 2026.

Done at Bayard, New Mexico, this 20th day of May, 2026.

John L. Ojinaga
Mayor

Eloy Medina
Councilor

Eloy Gonzales
Mayor Pro Tem

Gilbert Ortiz
Councilor

Chuck Gray
Councilor

Attest:

Martha Salas
Clerk-Treasurer

City of Bayard

Resolution 10-2026

RESOLUTION AUTHORIZING CITY OF BAYARD TO ENTER INTO THE FUNDING AGREEMENT BETWEEN THE NEW MEXICO INTERSTATE STREAM COMMISSION AND CITY OF BAYARD

The undersigned, being the governing body of City of Bayard (“Entity”), after public notice on May 20, 2026, as required by the Open Meetings Act, hereby adopts the following resolution as of the date of the public meeting in which a motion was duly made, seconded and voted upon.

WHEREAS, pursuant to the 2004 Arizona Water Settlements Act (“AWSA”) and New Mexico Unit Fund Act, the New Mexico Interstate Stream Commission (“NMISC”) approved \$223,210 from the New Mexico Unit Fund (“Funding Amount”) for Asset Management to develop an asset management plan aimed at improving the City’s decision-making to increase the efficiency and reliability of its potable water distribution system (“Project”);

WHEREAS, the Project will be effectuated through Planning Funding Agreement (“Funding Agreement”), attached to this Resolution as Exhibit A;

WHEREAS, Entity desires to ratify all actions in connection with the Project and Funding Amount and authorize the entity to execute, enter into, and deliver the Funding Agreement in the name and on behalf of the entity; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

RESOLVED, the form and content of the Funding Agreement, as shown on the attached Exhibit A, is hereby ratified and approved.

RESOLVED, Entity’s John L. Ojinaga, Mayor, is hereby authorized and empowered to execute and enter into the Funding Agreement and any and all additional necessary documents related to the Project in the name and on behalf of Entity, upon those terms and conditions set forth in the Funding Agreement.

SIGNATURE:

John L. Ojinaga, Mayor

Date

Eloy Gonzales, Mayor Pro Tem

Date

Eloy Medina, Councilor

Date

Charles Gray, Councilor

Date

Gilbert Ortiz, Councilor

Date

Attest:

Martha Salas, City Clerk Treasurer

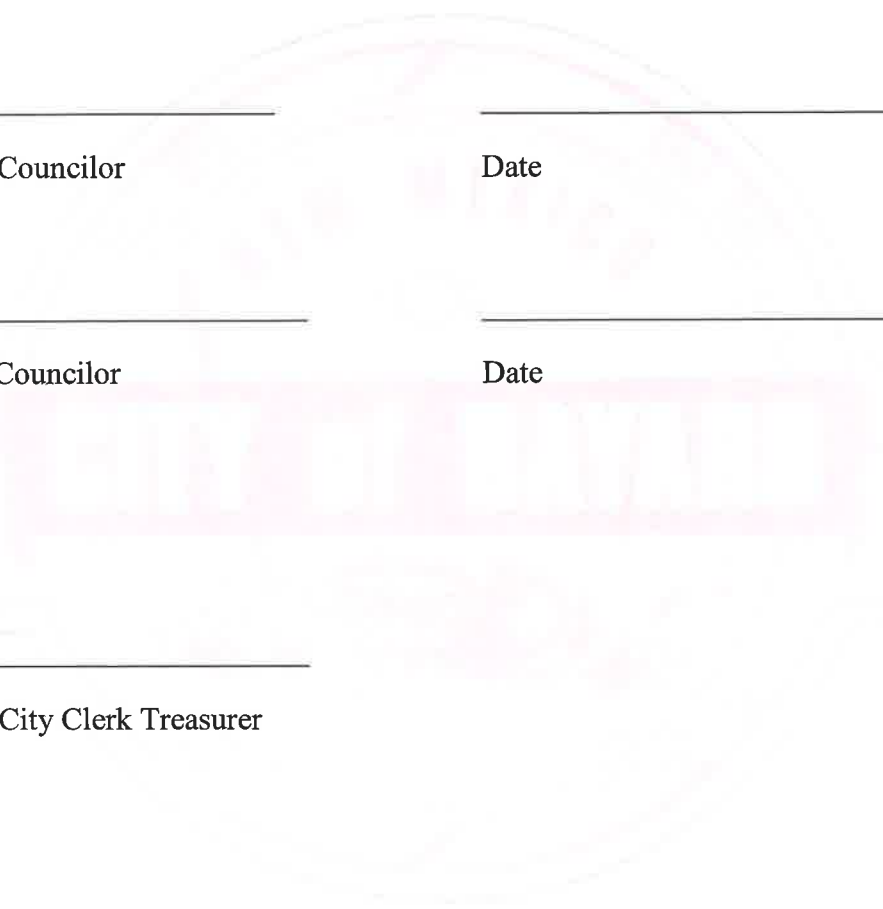


EXHIBIT A

**FUNDING AGREEMENT BETWEEN
THE STATE OF NEW MEXICO
INTERSTATE STREAM COMMISSION
AND CITY OF BAYARD**



**PLANNING FUNDING AGREEMENT
BETWEEN THE STATE OF NEW MEXICO
INTERSTATE STREAM COMMISSION
AND THE CITY OF BAYARD**

THIS AGREEMENT is made and entered into by and between the New Mexico Interstate Stream Commission, 407 Galisteo Street, Santa Fe, New Mexico, 87501 (“NMISC” or “Commission”) and the City of Bayard (“Bayard”). Collectively, the Commission and Bayard are referred to as the “Parties.”

RECITALS

WHEREAS, pursuant to NMSA 1978, § 72-14-3, the NMISC is authorized to investigate water supply, to develop, to conserve, to protect and to do all other things necessary to protect, conserve and develop the water and stream systems of this state; and

WHEREAS, in the 2004 Arizona Water Settlements Act, Pub. L. 108-451, (“AWSA”) the Congress of the United States appropriated funds to be administered by the NMISC to finance water utilization projects to meet water supply demands in the Southwest Water Planning Region of New Mexico, as determined by the NMISC; and

WHEREAS, in the New Mexico Unit Fund Act, NMSA 1978, § 72-14-45, the New Mexico Legislature created the New Mexico Unit Fund in the State Treasury, directed money in the New Mexico Unit Fund to “be used to pay the costs of water utilization projects to meet water supply demands in the southwest water planning region of New Mexico that encompasses Catron, Grant, Hidalgo and Luna counties,” and directed the Water Trust Board (“WTB”) to evaluate and recommend proposed projects to the Commission for final funding determinations; and

WHEREAS, on September 24, 2024, the Commission approved the 2024 New Mexico Unit Fund Pilot Cycle Policy to develop with the WTB an application and evaluation process to fund planning and design phases of water utilization projects that meet water supply demands (“Pilot Cycle I”); and

WHEREAS, in one of its two Pilot Cycle I applications, Bayard proposed developing an asset management plan aimed at improving the City’s decision-making to increase the efficiency and reliability of its potable water distribution system (“Project”); and

WHEREAS, following the Pilot Cycle I application process, the Water Trust Board evaluated proposed planning and design projects and on August 27, 2025, recommended certain planning and design projects for the Commission’s approval, including the Project proposed by Bayard; and

WHEREAS, on October 16, 2025, the Commission approved the planning and design projects recommended by the WTB for funding under Pilot Cycle I, including the Project proposed by Bayard, and allocated up to \$223,210 for use towards the Project (“Allocated Amount”); and

WHEREAS, in accordance with the Commission’s approval of the Allocated Amount and terms of this agreement, the NMISC will provide funds to Bayard for the Project on a reimbursement basis.

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

AGREEMENT

ARTICLE I. PROJECT DESCRIPTION, FUNDING AMOUNT, SPENDING DEADLINE AND TERM

- A. **Project Description**. Bayard shall complete an asset management plan including but not limited to, document digitization, GIS development, asset information system creation, risk and criticality assessment, and long-term financial and capital planning as provided in more detail in Exhibit A, Scope of Work and Project Budget, attached and incorporated by reference. The Project will help establish a risk-based asset management framework that assists Bayard in planning to proactively manage its water utilization infrastructure, to increase the efficiency and reliability of its potable water distribution system, and to align water distribution system improvements to support regionalization efforts.
- B. **Funding Amount**. Total reimbursements for the Project shall not exceed \$223,210 (“Funding Amount”) pursuant to the Project Budget set forth in Exhibit A. Any alteration, modification, or change to the Project Budget, described in Exhibit A, must receive prior written approval by the NMISC.
- C. **Spending Deadline**. The Parties agree that the Funding Amount must be expended, as defined in Article IV of this Agreement, before June 30, 2027. That date is referred to throughout the remainder of this Agreement as the “Spending Deadline.” On the Spending Deadline, any part of the Funding Amount not expended will no longer be available to Bayard under this Agreement, and any expenditures made after the Spending Deadline shall not be reimbursed. On the Spending Deadline, Bayard will have 60 calendar days to submit a Final Report, pursuant to Article V of this Agreement, and the final Request for Reimbursement, pursuant to Article II of this Agreement.
- D. **Term**. This Agreement shall be effective as of the date of execution by the last signatory (“Effective Date”). It shall terminate 110 calendar days after the Spending Deadline, unless sooner terminated by the Parties, as provided herein.

ARTICLE II. REQUESTS FOR REIMBURSEMENT PROCEDURES AND DEADLINES

- A. **Request for Reimbursement Procedure.** Within 60 calendar days of the Effective Date of this Agreement, the NMISC will issue a Notice to Proceed (“NTP”) to Bayard. Upon the issuance of this NTP, the NMISC will reimburse Bayard in accordance with the limitations and procedures outlined in this Agreement. Bayard shall request reimbursement for activities under this Agreement by submitting to the NMISC representative a Request for Reimbursement. Requests for Reimbursement are subject to the following procedure:
- i. Bayard must submit to the NMISC a signed electronic copy for each Request for Reimbursement using the form attached to this Agreement as Exhibit B, Request for Reimbursement.
 - ii. Each Request for Reimbursement shall contain proof of payment by Bayard, or proof of liabilities incurred by Bayard, in the form of copies of invoices and a certification by Bayard’s representative as designated in Article VI herein. Invoices must include the Purchase Order Number, an invoice number, and the remittance address matching the address in the NMISC’s SHARE system. The certification must state that the expenditures are valid liabilities incurred by Bayard, for services rendered by a third party or goods received for the implementation of the Project.
 - iii. Requests for Reimbursement shall be submitted by Bayard to the NMISC within 30 calendar days of the date each respective invoice is paid or received by Bayard.
 - iv. Obligated but unpaid invoices received by Bayard from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
 - i. Bayard shall make payment to those contractors or vendors within five business days from the date of receiving reimbursement from the NMISC or in a shorter period than the NMISC may prescribe in writing.
 - ii. Bayard is required to certify to the NMISC proof of payment to the third-party contractor or vendor within five business days from the date the NMISC reimburses Bayard.
 - v. Upon receipt of a Request for Reimbursement from Bayard, the NMISC Representative will review the Request for Reimbursement and any attached documentation for completeness and compliance with this Agreement. If any information is unclear or missing, the NMISC Representative will communicate in writing with Bayard regarding the unclear or missing information. Upon notification of incompleteness, Bayard shall have five business days to submit to the NMISC a corrected Request for Reimbursement or necessary supplemental documentation.
 - vi. Bayard shall provide necessary supporting documentation, which may include Bayard’s third-party contracts or agreements for implementing the Project, as requested by the NMISC.
 - vii. Each Request for Reimbursement must be approved for reimbursement by the NMISC Representative identified in Article VI. Upon approval for reimbursement by the NMISC Representative, the NMISC shall release reimbursement funds to Bayard.
 - viii. Approval of the final Request for Reimbursement is contingent upon the submission and approval of a Final Report for the Project, pursuant to Article V of this Agreement.

The NMISC may approve the final Request for Reimbursement after the date of termination of this Agreement.

ix. The terms and conditions of this Article shall survive the termination of this Agreement.

B. End-of-Fiscal-Year Requests for Reimbursement. For work completed by June 30th of any given year, Bayard must submit all invoices by July 15th of that same year in order to be reimbursed due to New Mexico fiscal year deadlines. Any invoice covering expenses incurred prior to June 30th but received by the NMISC after July 15th may not be reimbursed.

C. Limitations on Reimbursement Processing. Bayard's failure to abide by the requirements set forth in Article II may result in the denial of its Request for Reimbursement or in delays in processing Requests for Reimbursement. The NMISC has the right to reject a Request for Reimbursement for the Project unless and until it is satisfied that the expenditures in the Request for Reimbursement are for permissible purposes within the meaning of the Project Description, set forth in Exhibit A, and that Bayard is otherwise in compliance with this Agreement. The NMISC's ability to reject any Request for Reimbursement is in addition to, and not in lieu of, any other legal or equitable remedy available to the NMISC due to any violation of this Agreement by Bayard.

ARTICLE III. LIMITATION ON THE NMISC'S OBLIGATION TO MAKE REIMBURSEMENTS TO Bayard

A. The disbursement of any and all of the Funding Amount is expressly conditioned upon the following:

- i. Bayard's expenditures shall be made in accordance with the Scope of Work and Project Budget, set forth in Exhibit A.
- ii. Bayard's Requests for Reimbursement and submittal of supporting documentation are timely and in accordance with the procedures set forth in this Agreement.
- iii. The Funding Amount must be spent in accordance with all applicable laws, regulations, policies, and guidelines, including, but not limited to, the New Mexico Procurement Code, NMSA 1978, § 13-1-21 et. seq., or any local procurement ordinance, where applicable. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- iv. The Project must provide a public benefit above and beyond any incidental benefit to 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.
- v. The Funding Amount shall not be used to purchase capital assets. For the purposes of this Agreement, "capital assets" are defined as "assets of a long-term character that are intended to continue to be held or used, including land, buildings, machinery, furniture and equipment."
- vi. The total amount to be reimbursed by the NMISC to Bayard shall not exceed the Funding Amount under any circumstances. Any expenditure that is not included in the Project Budget, provided in Exhibit A, shall not be reimbursed from the Funding Amount.

- vii. The NMISC assumes no obligation to provide additional funding or support to Bayard beyond the terms of this Agreement. In the event that funding in excess of the Funding Amount is necessary to complete the Project, Bayard expressly commits to securing all additional funding that may be necessary to complete the Project.
- viii. Any NMISC reimbursement, inspection, review, and approval of the Project or any part of the Project, including the work conducted pursuant to the Project Description, Project plans or designs, Quarterly and Final Reports, or approval of any Reimbursement Requests are only for purposes of compliance with the terms of this Agreement. NMISC reimbursement, inspection, review and approval shall not be interpreted as a warranty or guarantee of any kind. Bayard is and shall remain responsible for the completion and success of the Project. Reimbursement, inspection, review or approval by the NMISC or NMISC employees does not relieve Bayard, or any professional engineer hired by Bayard, of all responsibility for the overall integrity of the Project, adequacy of the design, safety, or compliance with all applicable laws and regulations. This provision shall survive termination of this Agreement.
- ix. The Parties agree that the State of New Mexico and its agencies, including the NMISC and its employees, are not in any manner responsible for the planning, design, operation, maintenance, management, replacement, construction, or supervision of any aspect or part of the Project. This provision shall survive termination of this Agreement.

ARTICLE IV. EXPENDITURE OF FUNDS

The Funding Amount must be expended on or before the Spending Deadline or, if applicable, by the date of Early Termination of this Agreement in order to be eligible for reimbursement under this Agreement. For purposes of this Agreement, funds are expended, and an expenditure has occurred as of the date that a particular quantity of goods are delivered and received, or title to a particular quantity of goods or property is transferred, or as of the date particular services are rendered to Bayard. For purposes of this Agreement, it is not sufficient for Bayard to merely encumber the Funding Amount for future expenditure on its books on or before the Project's Spending Deadline or Early Termination Date. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

ARTICLE V. REPORTS

- A. **Quarterly Reports.** In order that the NMISC staff may adequately monitor Project activity and process reimbursements to Bayard, Bayard shall prepare and submit to the NMISC Quarterly Reports for the Project. The Quarterly Report shall be submitted on a form prescribed by the NMISC, attached hereto as Exhibit C.

The Quarterly Report shall be due quarterly, beginning with the first full quarter following the Effective Date of this Agreement and ending with the submission of a Final Report for the Project. The Quarterly Report shall be submitted to the NMISC no later than seven calendar days following the last day of the quarter. The NMISC may, in its sole discretion, change the schedule by which Quarterly Reports are submitted. In the event the NMISC changes the

reporting schedule, the NMISC shall provide a minimum of 30 calendar days written notice of the change in reporting schedule.

- B. Final Report. Within 30 calendar days of the date of completion of the Project or the Spending Deadline, whichever comes first, Bayard shall prepare and submit a Final Report for the Project to the NMISC. The Final Report shall be submitted on a form prescribed by the NMISC, attached hereto as Exhibit D, and shall contain supplemental information as the NMISC may request, which may include final, stamped construction documents. The NMISC shall review the report and request any clarifications or changes within 30 calendar days. The NMISC may approve the Final Report after the date of termination of this Agreement. The final Request for Reimbursement shall not be approved until the Final Report is approved by the NMISC.
- C. Requests for Additional Information. During the term of this Agreement, and during the period of time for which Bayard must retain records pursuant to this Agreement, the NMISC may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, on-site inspections of the Project. Bayard shall respond to such requests for additional information within a reasonable period of time, as established by the NMISC. Requests made pursuant to this subparagraph are in addition to, and not in lieu of, the quarterly and final reporting described in this Article V.

ARTICLE VI. NOTICE PROVISIONS; DESIGNATED REPRESENTATIVES

- A. The Parties agree that they shall send all notices related to this Agreement to the persons named below by regular mail or email. 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 occurs first. 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 the e-mail.
- B. The Parties hereby designate the persons listed below as their official representatives concerning all matters related to this Agreement including, but not limited to, notices, reports, requests for reimbursement, and special conditions, if applicable:

City of Bayard:

Name: Martha Salas
Title: City Clerk
Address: P.O. Box 728
800 Central Ave
Bayard, NM 88023
E-mail: Bayardclerk@cityofBayardnm.com
Telephone: (575) 537-3327

New Mexico Interstate Stream Commission:

Name: Jesse Shapiro
Title: AWSA Manager
Address: P.O. Box 25102
Santa Fe, NM 87504-5102
E-mail: jesse.shapiro@ose.nm.gov
Telephone: (505) 709-5542

- C. Any Party may change its designated representative upon written notice to all other Parties to this Agreement.

ARTICLE VII. EARLY TERMINATION

- A. Circumstances of Early Termination. The NMISC may terminate this Agreement before the expiration of the Agreement based on the Completion of the Project, Complete Expenditure of the Funding Amount, and/or Violation of this Agreement. Early Termination hereunder includes:
- i. Termination due to completion of the Project before the Spending Deadline;
 - ii. Termination due to expenditure of the Funding Amount approved by the Commission before the Spending Deadline;
 - iii. Termination for violation of the terms of this Agreement;
 - iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse and conflicts of interest; or
 - v. Termination upon mutual agreement of the Parties.
- B. Limitation on the NMISC's Obligation to Make Disbursements in the Event of Early Termination. In the event of Early Termination of this Agreement by any Party, the NMISC's sole obligation to reimburse Bayard is expressly conditioned upon the limitations set forth in this Agreement.
- C. Early Termination Due to Non-Appropriation. The funds provided by the NMISC to perform this Agreement reside in the New Mexico Treasury. While these funds were not appropriated to the Treasury by the New Mexico Legislature, the Legislature, may, in its discretion, appropriate, un-appropriate or withdraw authorization for the expenditure of these funds. If the Legislature un-appropriates funds that the NMISC has earmarked for this Agreement, or withdraws authorization for the expenditure of these funds, the NMISC shall have the sole discretion to terminate this Agreement prior to the Spending Deadline, as of the effective date of the un-appropriation of the funds. The NMISC's decision as to whether sufficient appropriations or authorizations are available shall be accepted by Bayard and shall be final.
- D. Early Termination Waiver of Contract Rights. Bayard hereby waives any rights to assess an impairment of contract claim or a breach of contract claim against the NMISC or the State of New Mexico in the event of Early Termination of this Agreement pursuant to this Article of the Agreement.

ARTICLE VIII. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. **Suspension.** The NMISC, in its sole and absolute discretion, may provide written notice to Bayard to suspend incurring any new or further obligations and costs that could be reimbursed by the NMISC pursuant to this Agreement (“Suspension”). Upon receipt of such written notice:
- i. Bayard shall immediately suspend entering new or further written obligations with third parties;
 - ii. Bayard shall immediately suspend the incurrence of costs that could be reimbursable pursuant to this Agreement; and
 - iii. the NMISC may suspend issuance of any new or further NTPs under this Agreement in its sole discretion.
- B. In the event of Suspension of this Agreement, NMISC’s sole and absolute obligation to reimburse Bayard is expressly conditioned upon the limitations set forth in Article III herein.
- C. **Lifting of Suspension.** Suspension of new or further obligations and incurrence of costs under this Agreement shall remain in effect unless or until the date Bayard receives written notice given by NMISC informing Bayard that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article VII herein. If the Suspension is lifted, NMISC will consider further requests for reimbursement.
- D. **Corrective Action Plan in the Event of Suspension.** In the event of Suspension of this Agreement, the NMISC may, but is not obligated to, require Bayard to develop and implement a written corrective action plan to remedy the grounds for the Suspension.
- i. Such a corrective action plan must be approved by NMISC and be signed by Bayard.
 - ii. 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 VII.
 - iii. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

ARTICLE IX. PROJECT CONDITIONS AND RESTRICTIONS

- A. The following general conditions and restrictions shall apply to the Project:
- i. The Funding Amount must be spent in accordance with all applicable laws, regulations, policies, and guidelines, including, but not limited to, the New Mexico Procurement Code, NMSA 1978, Section 13-1-21 *et. seq.*, or any local procurement ordinance, where applicable.
 - ii. The Project’s expenditures and liabilities must be accounted for in accordance with the State’s Model Accounting Practices, as amended from time to time.

- iii. The Project may benefit private entities only 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. Bayard shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity. In accordance with all such laws, rules, and regulations, Bayard agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Bayard, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- v. Where NMISC, in its sole and absolute discretion, determines Bayard has failed to comply with the conditions and restrictions described in this Article, Bayard agrees to take appropriate steps to correct any deficiencies immediately. Bayard’s failure to implement such appropriate steps within a reasonable time, but no longer than 30 calendar days after notice from NMISC, constitutes a breach of this Agreement and grounds for Early Termination.

ARTICLE X: REPRESENTATIONS AND WARRANTIES

A. Reliance by NMISC.

- i. Bayard expressly acknowledges that the NMISC relies on the representations and warranties made by Bayard in this Agreement. Bayard acknowledges that such representations and warranties are a material inducement for the NMISC to enter into this Agreement and provide the Funding Amount.
- ii. Bayard shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Bayard is responsible for promptly notifying the NMISC in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Bayard hereby represents and warrants the following:

- i. Bayard is recognized as a political subdivision of the state pursuant to NMSA 1978, Chapter 6, and has the legal authority to receive and expend the Funding Amount.
- ii. This Agreement has been duly authorized by Bayard. Bayard’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 Bayard to sign this Agreement, sign Requests for Reimbursement, and Quarterly and Final Reports pursuant to this Agreement. Once executed by Bayard, this Agreement shall constitute a binding obligation on Bayard, enforceable according to its terms.
- iii. This Agreement and Bayard’s obligations hereunder do not conflict with any federal or state law, ordinance or resolution applicable to Bayard, Bayard’s charter, if applicable, or any judgment or decree to which Bayard is subject.
- iv. Bayard shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. Bayard specifically agrees that none of its officers or employees or its designees or agents, no member of the governing body, and no public official of Bayard who exercises any function or responsibility with respect

to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, of the proceeds thereof, for work to be performed pursuant to this Agreement, during their tenure or for one year thereafter.

- v. No funds have been paid or will be paid, by or on behalf of Bayard, to any person for influencing or attempting to influence an officer or employee of the NMISC or any agency or body in connection with the awarding of any contract or work to a third party, and Bayard shall require certifying language prohibiting lobbying to be included in the award documents for all sub-awards, including sub-contracts, loans and cooperative agreements. All sub-recipients shall be required to certify accordingly.
- vi. No funds have been paid, or will be paid, by or on behalf of Bayard, to spouses, children, parents, brothers and sisters of members of Bayard governing body otherwise defined as “immediate family members,” in accordance with NMSA 1978, Section 13-1-62.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Bayard is found to be false or misleading, the NMISC shall have the right to exercise any or all of the following remedies:
 - i. Termination of Agreement: NMISC may terminate this Agreement immediately upon written notice to Bayard.
 - ii. Repayment of Funds: Bayard shall repay all Funding Amounts disbursed under this Agreement, upon demand by the NMISC.
 - iii. Other Remedies: NMISC may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by Bayard shall survive the Early Termination or expiration of this Agreement.

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

- A. Bayard shall be strictly accountable for receipts and disbursements relating to the Funding Amount. Bayard shall follow Generally Accepted Accounting Principles and the State’s Model Accounting Practices, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds related to the Project, to ensure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project’s completion, Bayard 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 sub-contracts, 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 any such other records as the NMISC shall prescribe.
- C. Bayard shall make all Project records available to the NMISC, 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 finds that any or all of these funds

were improperly expended, Bayard may be required to return to the NMISC any and all amounts found to be improperly expended. The NMISC shall deposit all such amounts into the New Mexico Unit Fund.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the NMISC determines part or all of the Funding Amount was improperly reimbursed to Bayard, including but not limited to, funds reimbursed to Bayard based upon fraud, mismanagement, misrepresentation, misuse, violation of law by Bayard, or violation of this Agreement, after ten calendar days' notice to Bayard and the opportunity to return such funds to the NMISC, the NMISC may offset any funds otherwise due to Bayard from the State, until the Funding Amount is fully repaid. The NMISC shall deposit all such amounts into the New Mexico Unit Fund.

ARTICLE XIII. LIABILITY

No Party shall be responsible for liability incurred as a result of another Party's acts or omissions in connection with this Agreement. Any liability alleged to have been incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between Bayard and the NMISC concerning the subject matter. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal between the Parties hereto with regard to the subject matter hereof.

ARTICLE XV. REQUIRED CLAUSES IN CONTRACTS FUNDED IN WHOLE OR IN PART BY THE FUNDING AMOUNT UNDER THIS AGREEMENT

- A. Non-Appropriations. Bayard acknowledges and agrees that Bayard shall include the following "non-appropriations" clause in all contracts between Bayard 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. This non-appropriation clause will state:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and/or made available to the NMISC for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature and/or made available to the NMISC, Bayard may immediately terminate this Agreement by giving the contractor written notice of such termination. Bayard decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final. The contractor hereby waives any rights to assert an impairment of contract claim or a breach of contract claim against Bayard or the

NMISC or the State of New Mexico in the event of immediate or Early Termination of this Agreement by Bayard due to lack of NMISC funds.”

- B. Termination. Bayard acknowledges and agrees that Bayard 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 Agreement is funded in whole or in part by funds made available under a disbursement from the NMISC. Should the NMISC terminate the agreement with Bayard providing those funds before the scheduled termination date, Bayard may terminate this contract earlier than its scheduled termination date by providing the contractor written notice of such termination. In the event of termination pursuant to this paragraph, Bayard’s only liability shall be to pay the contractor for acceptable goods delivered and services rendered before the termination date.”

- C. Conflict of Interest. Bayard acknowledges and agrees that Bayard 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:

“The Parties shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. The Parties to this Agreement specifically acknowledge and affirm that no officer or employee of Bayard or its designees or agents, no member of Bayard’s governing body, and no public official of Bayard who exercises any function or responsibility with respect to this Agreement (all referred to hereinafter as “Public Official”), has any interest, direct or indirect, in this Agreement or any related subcontract and the work performed pursuant to this Agreement, during any Public Official’s tenure and for one year thereafter.”

ARTICLE XVI: COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Bayard shall:
- i. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within 45 days of delivery to the State Auditor;
 - ii. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - iii. Timely submit all required financial reports to its budgetary oversight agency (if any);
 - iv. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State’s Model Accounting Practices to expend the Appropriated Amount in accordance with applicable law and account for and safeguard the Funding Amount and assets acquired with the Funding Amount; and

- v. Affirmatively inform the NMISC if Bayard has failed to comply with the requirements of subparagraph A of this Article XVI.
- B. In the event Bayard fails to comply with the requirements of subparagraph A of this Article XVI, the NMISC may take one or more of the following actions:
- i. Suspend new or further obligations pursuant to Article VIII of this Agreement;
 - ii. Require Bayard to develop and implement a written corrective action plan pursuant to Article VIII of this Agreement to remedy the non-compliance;
 - iii. Impose special conditions to address the non-compliance by giving Bayard notice of such special conditions in accordance with Article VI of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through an exhibit to this Agreement identifying and listing those special conditions, upon notice to Bayard, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective and the exhibit shall be attached to this Agreement and incorporated by reference on the date that notice is deemed to have been given pursuant to Article VI; or
 - iv. Terminate this Agreement pursuant to Article VII of this Agreement.

ARTICLE XVII GENERAL PROVISIONS

- A. Assignment: Bayard's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the NMISC. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Bayard's rights and obligations approved by the NMISC shall be subject to the provisions of this Agreement.
- B. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- C. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- D. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- E. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- F. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent

to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

- G. **Modification:** Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- H. **Statutes, Regulations, Fiscal Rules, and Other Authority:** Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- I. **External Terms and Conditions:** Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Bayard's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- J. **Severability:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- K. **Survival of Certain Agreement Terms:** Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- L. **Third Party Beneficiaries:** Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- M. **Waiver:** A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege. No waiver by a Party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.
- N. **Standard and Manner of Performance:** Bayard shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Bayard's industry, trade, or profession.

- O. Licenses, Permits, and Other Authorizations: Bayard shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- P. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement must acknowledge the NMISC's support for the project and be shared with the NMISC. For purposes of this agreement, "Publicity" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for Bayard or jointly with others.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement.

CITY OF BAYARD

Signature of Official with Authority to Bind the City of Bayard

By: John L. Ojinaga

Its: Mayor of the City of Bayard
(Type or Print Title)

Date

NEW MEXICO INTERSTATE STREAM COMMISSION

Hannah Riseley-White, Director

Date

Jennifer Baca, Program Administrator

Date

Jim Williamson, CFO, Administrative Services Division

Date

Reviewed as to Legal Sufficiency:

Julia Bowman, NMISC Attorney

Date

EXHIBIT A



**STATE OF NEW MEXICO
INTERSTATE STREAM COMMISSION
New Mexico Unit Fund Act -
Arizona Water Settlements Act of 2004
2024 New Mexico Unit Fund Pilot Cycle**



Scope of Work and Project Budget

**Develop an Asset Management Plan
Funding Amount: \$223,210
Entity: City of Bayard**

Background

The City of Bayard's (City) potable water distribution system includes aging infrastructure with limited and inconsistent documentation of asset age, condition, and service history. Like many small municipalities, the City faces constrained financial resources and incomplete data, which limits its ability to proactively plan maintenance, rehabilitation, and replacement activities. Current decision making is therefore largely reactive, increasing the risk of unplanned failures and inefficient use of available funds. These conditions highlight the need for targeted upgrades to both the physical water system and the supporting asset management framework to improve reliability, prioritize investments, and support the long-term sustainability of the City's potable water services. Bayard is also a member of the Grant County Water Commission. The AMP help support the City's implementation of, the Grant County Water Regionalization Plan by identifying City system improvements needed to integrate regional supply and by aligning renewal priorities and project sequencing with regional milestones. This coordination will help avoid duplicative investment and ensure the City's capital and operational strategies remain consistent with the long-term regional approach to supply, redundancy, and resiliency.

Project Objective

The project objective is to develop an Asset Management Plan (AMP) that will help support the City's sound decision making to increase the efficiency and reliability of the City's potable water distribution system.

Project Summary

The City is undertaking a project to develop an AMP aimed at improving decision making to increase the efficiency and reliability of its potable water distribution system. The Project involves comprehensive tasks including, but not limited to, GIS development, asset information system creation, risk and criticality assessment, and long-term financial and capital planning to ensure sustainable infrastructure management.

Scope of Work

All tasks within the project scope follow the AM Kan Work framework.

1. Task 1 Project Management and Coordination

1.1. Project Charter

A formalized plan outlining the project's scope, objectives, timeline, roles and responsibilities, and communication protocols. This document will serve as the foundation for effective coordination and oversight throughout the project lifecycle.

1.2. Project Communication and Coordination

Regularly scheduled updates detailing project status, milestones achieved, schedule and budget updates, challenges encountered, and corrective actions taken to keep the project on track.

Task 1 Deliverables

- Project Charter
- Quarterly Progress Reports
- Monthly Meeting agendas and minutes

2. Task 2 Asset Information System Development

Develop an asset information system to document and manage asset data in a logically standardized manner. GIS will be used as the asset repository, but the asset information system will help define how the GIS captures information about assets, specifically the asset hierarchy and unique naming system.

2.1. Asset Definition

Develop an asset definition aligned with the A.M. Kan methodology, which establishes a clear and consistent understanding of what constitutes an asset within the City's potable water distribution system. Establish a shared definition and classification framework for both linear and vertical assets. The definition will be integrated into the City's modified GIS-based geodatabase to standardize how assets are identified, categorized, and recorded across the system.

2.2. Establish Asset Hierarchy

Create an asset hierarchy and ID numbering system by organizing all assets into logical levels based on ISO 14224. Once the hierarchy is set, each asset is assigned a unique ID that follows the same structure to keep identification simple, consistent, and easy to maintain. If necessary, develop an asset ID standard, and assign it to the assets.

2.3. Asset Condition

Document the condition of assets, drawing from available maintenance history, City staff knowledge, and field observations where applicable. Data will be compiled into the asset inventory in a standardized format. In cases where condition information is unavailable, determine which condition assessments can be completed (e.g., for vertical assets) internally and which assessments should be performed by external contractors for linear assets.

Task 2 Deliverables:

- Asset information system Technical Memo (documenting sections 2.1 to 2.3)

3. Task 3 GIS Development and Deployment

Strengthen the City's GIS system to serve as the accurate, complete, and authoritative digital representation of the potable water distribution network.

3.1. Geodatabase design

Using the existing GIS that the City has along with current industry best practices, create a centralized, Esri-based geodatabase that will form the foundation of the City's asset management system. This database will incorporate industry-standard Esri Water Model components, allowing the City to utilize Esri applications and tools effectively. The geodatabase will include structured tables, domains, and relationships that support asset attributes, condition assessments, maintenance history, and long-term performance tracking. A draft version will be presented to City staff during a workshop for review and refinement before finalization.

3.2. Data edits

Perform industry-standard GIS data edits to prepare the geodatabase for use as the authoritative asset record. These edits include adding missing appurtenances (valves, tees, crosses, bends), splitting mains at appropriate junctions, replacing mains with hydrant laterals where needed, and assigning a unique asset identification system to each mapped asset. The edits will primarily be based off fixed asset registers, client markups, Google Street View, and other desktop mapping exercises.

Validate edits, confirm installation years, resolve uncertainties, and refine asset locations. Prepare 11"×17" PDF maps for redlining, corrections, and maintain synchronization between spatial and attribute data throughout the process.

Acquire any missing information through collection of new field data, construction plans, as-built drawings, system maps, redline drawings, spreadsheets, or other documentation so that GIS reflects the best available asset data. Gaps in information will be supplemented by GPS field technicians utilizing sub foot accurate GPS locations.

3.3. ArcGIS Online Configuration

Procure, configure, and administer an Esri Architecture, Engineering, and Construction (AEC) ArcGIS Project Delivery Site and Organizational Subscription. This will include developing and providing access to a shared ArcGIS Online secure collaboration site that will enable access to City, contractor, sub consultants and public where appropriate. This site will be setup upon project kickoff and be maintained for an initial period of (2) two years. After (2) years of expiration, a determination will be made by the City to continue the subscription or roll the content into City's ArcGIS environment. If the City has an existing ArcGIS Online account in place, this will negate the need for a new ArcGIS Organization account and will simply add additional user accounts if needed to view and maintain assets for the duration of the project and afterwards.

Set up the Esri AEC ArcGIS Project Delivery Site and Organization Account with user roles and privileges and developing three customized field collection applications for hydrant inspections, leak documentation, and valve exercising. Configure an office-focused ArcGIS Online Asset Viewer that allows visualization of assets and perform querying, filtering, measurements, exports, and basic reporting. Provide two Esri AEC ArcGIS Project Delivery Online training sessions held after GIS data edits are complete to equip City staff with the skills needed to confidently use both the field and office applications. Training will be recorded and made available for future staff to utilize.

Task 3 Deliverables

- Draft and final geodatabase design
- Geodatabase schema documentation
- Updated GIS datasets with applied edits
- Finalized asset ID assignments
- Configured ArcGIS Online Organization Account

4. Task 4: Asset Management Plan Development

Develop a comprehensive, A.M. KAN WORK-aligned Asset Management Plan (AMP) for the City's potable water system. Building upon the GIS-based asset inventory developed under Tasks 2 and Task 3, the AMP will provide a structured, risk-informed, and financially sustainable framework to support long-term infrastructure decision-making. The AMP will integrate levels of service, performance measurement, condition assessment, risk prioritization, lifecycle strategies, implementation and improvement, and financial planning into a single, defensible planning document suitable for Council adoption.

4.1. Levels of Service (LOS) Framework

Work with City staff to define clear Levels of Service (LOS) that set expectations for potable water system performance and guide AMP decisions on performance tracking, risk, and investments.

4.2. Key Performance Indicators (KPIs) and Performance measures

Based on the approved LOS framework, develop a set of Key Performance Indicators (KPIs) and performance measures to quantify service delivery. These will be structured into:

- **Customer-centric measures**, such as service reliability, pressure consistency, service interruptions, and water quality compliance.
- **Technical-centric measures**, such as main break frequency, response times, unaccounted-for water, and system redundancy.

Where data is available, the contractor will assess current system performance against established targets. If required data is unavailable, contractor will identify the data gaps and provide recommendations regarding what performance information should be collected to enable future monitoring. The KPI framework will support tying future capital and operational investments directly to the maintenance or improvement of defined service outcomes.

4.3. Condition & Performance Evaluation

Evaluate overall asset condition and system performance trends using available inspection data, maintenance records, break history, and operational information. Where detailed condition data is limited, apply industry-informed deterioration information and proxy indicators to establish baseline condition estimates. The evaluation will include analysis of break frequency trends, material performance, age distribution, and potential environmental stressors. This assessment will help identify systemic vulnerabilities within the network and inform both near-term corrective actions and long-term renewal planning.

4.4. Risk & Criticality Assessment

Develop and apply a structured risk methodology, using a likelihood-of-failure and consequence-of-failure framework. Likelihood will be informed by, for example, asset age, material, soil, break history, and available condition data. Consequence criteria will be developed collaboratively with the City and may include impacts on public health and safety, regulatory compliance, and customer impact, and financial exposure.

Facilitate a discussion to define risk thresholds and overall risk appetite, ensuring alignment between asset risk tolerance and investment planning. A risk matrix will be developed, and risk scores will be calculated for asset classes or individual assets, as appropriate based on available data.

4.5. Lifecycle Management Strategies

Develop lifecycle management strategies for major water asset classes, including distribution mains, valves, hydrants, tanks, and pump stations. For each asset class, define appropriate maintenance approaches, as well as rehabilitation and replacement triggers.

4.6. Long-Term Capital Plan

Building upon the validated asset inventory developed under Task 2, and informed by the condition assessment, risk prioritization, and lifecycle strategies developed in previous tasks, Prepare a long-term capital plan for the City’s potable water system. This plan in relation to the Grant County Regional Water Project acts as a coordinated, external “driver” project that will influence (and potentially reduce, defer, or reshape) Bayard’s local capital needs. The capital plan will typically cover, for example, a 20-year planning horizon and will identify rehabilitation and replacement needs based on risk prioritization and expected useful life.

4.7. Financial Strategy

Following the development of the long-term capital plan, prepare a financial strategy that evaluates the City’s ability to sustainably fund projected infrastructure needs. This strategy will bridge the gap between identified capital requirements and the City’s existing funding mechanisms, ensuring that long-term service objectives are financially achievable.

4.8. Implementation & Improvement Plan

To support an actionable AMP, develop a phased implementation of roadmap outlining short-term, mid-term, and long-term actions. These actions may include data improvement initiatives, inspection of program enhancements, policy updates, risk monitoring processes, and financial planning refinements.

4.9. AMP Documentation

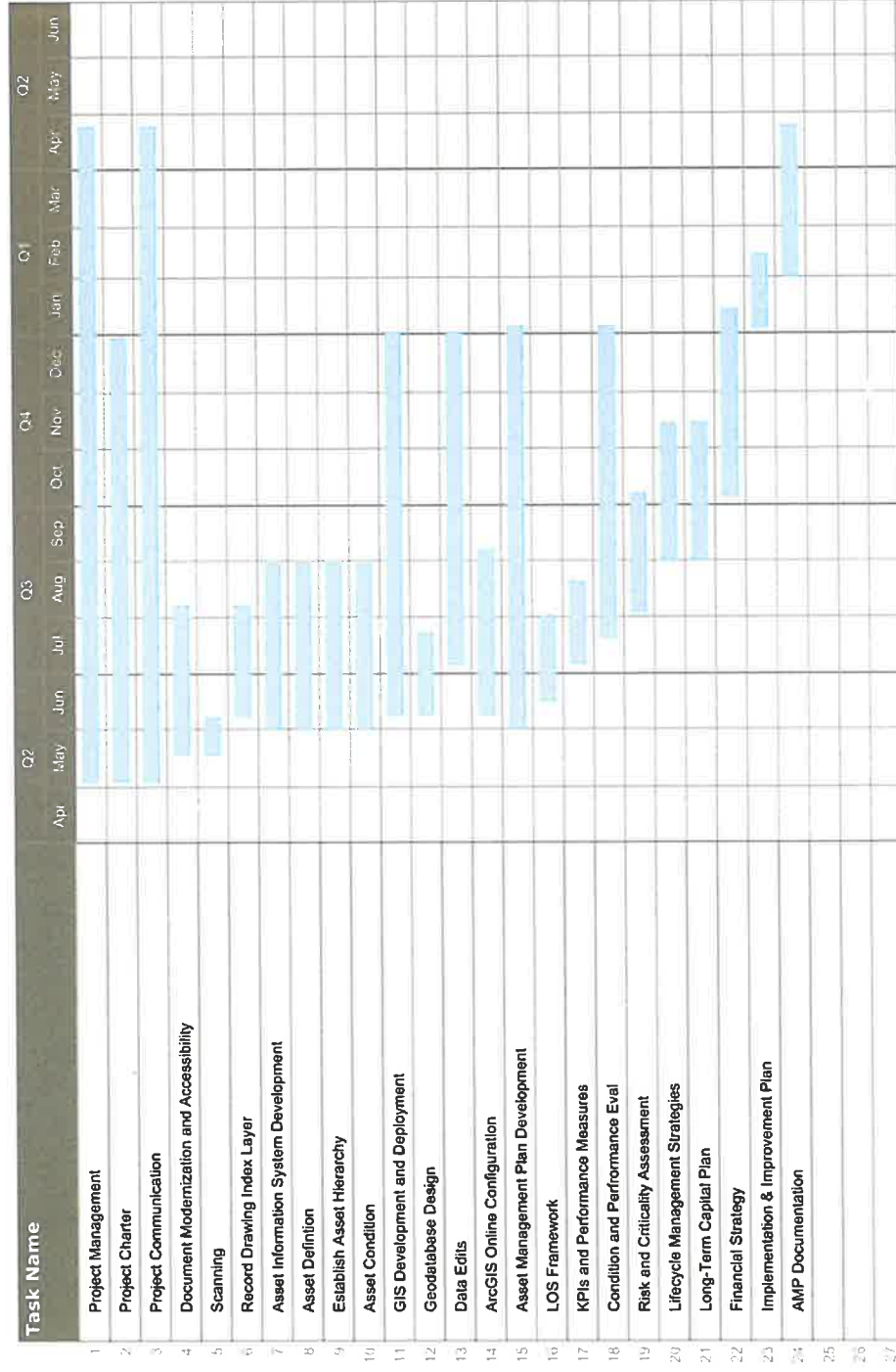
Prepare a comprehensive AMP document that includes the information from section 4.1 to 4.8.. Facilitate review discussions with City staff, incorporate feedback, and deliver a final AMP suitable for presentation to leadership. The final deliverable will provide City with a defensible, transparent, and sustainable framework for managing its potable water infrastructure.

Task 4 Deliverables

- Implementation Roadmap
- Draft AMP
- Final AMP
- Executive presentation (if required)

Detailed Estimated Timeline

Bayard



Project Budget

Task/ Subtask No	Name/Category	Activity Description	Unit	Quantity	Unit Price	Total	Total Requested from the Unit Fund	Cost Share
1 Project Management								
Direct Costs								
	Labor/Professional Services					\$25,720	\$25,720	
	Construction/Material/Equipment Costs					\$0	\$0	
	Subcontracts					\$0	\$0	
	Other Direct Costs					\$4,200	\$4,200	
	Direct Cost Total					\$29,920	\$29,920	\$0
Indirect Costs								
	Overhead costs					\$0	\$0	
	Other indirect costs					\$0	\$0	
	Indirect Cost Total					\$0	\$0	\$0
	Task 1 Total					\$29,920	\$29,920	\$0
2 Asset Information System Development								
Direct Costs								
	Labor/Professional Services					\$20,936	\$20,936	
	Construction/Material/Equipment Costs					\$0	\$0	
	Subcontracts					\$0	\$0	
	Other Direct Costs					\$0	\$0	
	Direct Cost Total					\$20,936	\$20,936	\$0
Indirect Costs								
	Overhead costs					\$0	\$0	
	Other indirect costs					\$0	\$0	
	Indirect Cost Total					\$0	\$0	\$0
	Task 2 Total					\$20,936	\$20,936	\$0

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3 GIS Development and Deployment	
Direct Costs	
Labor/Professional Services	\$59,187
Construction/Material/Equipment Costs	\$0
	\$59,187
Subcontracts	\$0
Other Direct Costs	\$2,599
	\$61,786
Direct Cost Total	\$61,786
Indirect Costs	
Overhead costs	\$0
Other indirect costs	\$0
	\$0
Indirect Cost Total	\$0
Task 3 Total	\$61,786

4 Asset Management Plan Development	
Direct Costs	
Labor/Professional Services	\$70,850
Construction/Material/Equipment Costs	\$0
Subcontracts	\$0
Other Direct Costs	\$4,200
	\$75,050
Direct Cost Total	\$75,050
Indirect Costs	
Overhead costs	\$0
Other indirect costs	\$0
	\$0
Indirect Cost Total	\$0
Task 4 Total	\$75,050

Project SubTotal	\$187,692	\$187,692	\$0
Contingency (select from 5- 15%) [any use to be approved by the NMISC Project Manager]			
NMGRT (6.32%)		\$22,373	\$0
		\$13,145	\$0
Project Total	\$223,210	\$223,210	\$0

Any alteration, modification, or change to this Exhibit A must receive prior written approval by the NMISC.

Signature(s) acknowledging this Exhibit A:

Technical Representative/Engineering Contractor Name

DATE

Jesse Shapiro
AWSA Manager
New Mexico Interstate Stream Commission

DATE

EXHIBIT B



**STATE OF NEW MEXICO
INTERSTATE STREAM COMMISSION
New Mexico Unit Fund Act -
Arizona Water Settlements Act of 2004
2024 New Mexico Unit Fund Pilot Cycle**



Request for Reimbursement

Entity Name: _____

Project Name: _____

Date: _____

The New Mexico Interstate Stream Commission (NMISC) is hereby requested to reimburse the following in accordance with the Funding Agreement:

Purchase Order No.:

Invoice No:

Address of Entity (must match address in NMISC SHARE System):

Requested Reimbursement Amount:

Summary Description of Work Invoiced:

Please attach an invoice for the above requested reimbursement amount. That invoice must contain the purchase order number, an invoice number, and the address of the entity, which matches the address in the NMISC SHARE system. Please also attach all proof of payments or liabilities incurred by Bayard, in the form of copies of invoices. Each obligation, item of cost, or expense mentioned herein is for reimbursement by the NMISC to the Entity pursuant to the

Funding Agreement between the NMISC and the Entity. Each obligation, item of cost, or expense mentioned herein is due and payable, has not been the subject of any previous requisition, and is a proper charge for the Funding Agreement. Supporting material, as required by the Funding Agreement or requested by the NMISC, is attached.

Entity certifies that the expenditures listed on this Request are valid liabilities incurred by the Entity for services rendered or goods received for the implementation of the Project and that all supporting material is true and correct.

Further, Entity certifies that it has complied with the terms of the Funding Agreement and with all applicable federal, state, and local laws and regulations, and current orders of courts having jurisdiction over the Entity, including, without limitation, the New Mexico Procurement Code (NMSA 1978, § 13-1-21 *et seq.*).

Signature of Entity's Representative

Title of Person Authorized by Entity to Sign



EXHIBIT C

**STATE OF NEW MEXICO
INTERSTATE STREAM COMMISSION
New Mexico Unit Fund Act -
Arizona Water Settlements Act of 2004
2024 New Mexico Unit Fund Pilot Cycle**



**Quarterly Report
Version 1.1**

Entity Name: _____

Project Name: _____

Date: _____

Reporting Quarter
(e.g. Jan-Mar 2027): _____

1. PROJECT STATUS

Percent of Project Completed to
Date:

Summarize the work completed
during this quarter:

Summarize the work planned for
next quarter:

Summarize any significant challenges faced this quarter or anticipated in the next quarter:

--

2. FUNDING STATUS

Total NMISC Award Amount:	
Total Reimbursement Amount Requested to Date:	
Total Reimbursement Amount Received to Date:	
Estimated Amount of Reimbursement Requests for Next Quarter:	

PERIODIC REPORT

I hereby certify that the aforementioned funds expended in furtherance of the Project and paid from the New Mexico Unit Fund are in accordance with all requirements of the Funding Agreement, and in compliance with any and all other applicable laws and regulations.

Signature of Entity Representative *Date*

Printed Name of Entity Representative

Title of Entity Representative



EXHIBIT D

STATE OF NEW MEXICO
INTERSTATE STREAM COMMISSION
New Mexico Unit Fund Act -
Arizona Water Settlements Act of 2004
2024 New Mexico Unit Fund Pilot Cycle



Final Report
Version 1.1

[PROJECT NAME]

Final Project Report

Reporting Entity Name:

Date: [DATE]

1. PROJECT SUMMARY

Background: Provide relevant context or history to the project, description of the problem to be addressed, and the proposed solution. Include at least one sentence explanation directly describing how the project will utilize water to meet water supply demands. (500 words max).

Project Objective: Provide 1 sentence to describe the objective of the project.

Project Summary Description: Summarize the project and add appropriate maps, figures, or designs. (Max 200 words).

Task 1: Describe the work completed and deliverable.

Task 2:

Project Outcomes: Provide a summary of positive and negative project outcomes beyond deliverables.

2. SUSTAINABILITY

Use, Operation, and Maintenance

Summarize the plan for use of deliverables or operation and maintenance for the completed infrastructure, installed equipment, or systems relevant to the project including required financial (who pays for it), human (who is responsible for it and who does it), and technical resources and systems (are staff appropriately trained and skilled).

Environmental Impacts

Summarize all environmental impacts and the mitigation actions implemented, especially those considered high-risk. Identify all relevant permitting/clearances planned for and/or secured during the project (e.g. for earth-moving). (max 500 words)

Challenges and Lessons learned

Describe any challenges and lessons learned during project implementation covering areas of politics, budgets, technical, social, or environmental, as relevant. (max 300 words)

Data Collection:

In alignment with the New Mexico Water Data Act, please describe all the project’s relevant data sets, the source and method used to gather data, and what was submitted to newmexicowaterdata.org.

2. FINANCIAL SUMMARY

Total Project Cost (including funding from other sources):

Total NMISC Award Amount:

Total Amount Reimbursed by NMISC:

3. ATTACHMENTS

List reports, plans, photos, permits, and other Project items and deliverables attached with this Final Report

FINAL REPORT

I hereby certify that the aforementioned funds expended in furtherance of the Project and paid from the New Mexico Unit Fund are in accordance with all requirements of the Funding Agreement, and in compliance with any and all other applicable laws and regulations.

Signature of Entity Representative

Date

Printed Name of Entity Representative

Title of Entity Representative

City of Bayard

P.O. Box ---
800 Central Avenue
Bayard, NM 88023

Phone 575-5371
Fax 575-537-5271
cityofbayard@cityofbayardnm.com

BAYARD ORDINANCE 1-2026

AN ORDINANCE AMENDING SECTION 16-70 OF THE CODE OF ORDINANCES OF THE CITY OF BAYARD, NEW MEXICO, TITLED “EMERGENCY ABATEMENT”, WHICH AMENDMENT PROVIDES AN EXPEDITED REVIEW AND AUTHORIZATION PROCESS TO SWIFTLY AND ADEQUATELY ABATE A PUBLIC NUISANCE CREATING IMMINENT DANGER TO PUBLIC HEALTH, SAFETY, OR WELFARE.

WHEREAS the prompt abatement of public nuisances for the protection of public health, safety, or welfare is a matter of local concern;

WHEREAS the abatement remedies provided in this amended Section 16-70 are directed at correcting an imminent danger to public health, safety, or welfare upon the property involved and not against any individual directly;

WHEREAS the amendment of Section 16-70 expedites the current review and approval process (in Ord. No. 2-2008, §2.32) for initiating an emergency abatement, yet ensures that the decision is accurate and correct based on reliable facts; and

WHEREAS amended Section 16-70 is not intended to authorize any act expressly prohibited by state law, nor to forbid any conduct expressly authorized by state law, and it is the intent of the Bayard City Council that the provisions of this amended Section 16-70 shall be construed to avoid any such direct and express conflict.

THEREFORE, be it ordained by the City Council of the City of Bayard, New Mexico, that Section 16-70 of the Bayard Municipal Code, is hereby amended to read as follows:

Sec. 16-70. -Emergency abatement.

a. Emergency abatement decision process:

Notwithstanding any other provision in Chapter 16 of the Code of Ordinances of the City of Bayard, New Mexico, where either of the two following situations exist an officer of the Bayard department of public safety shall promptly notify the mayor of such condition:

- i. A public nuisance necessitates the dispatch of law enforcement, fire, or any other emergency services; or

- ii. The Bayard code enforcement officer or other officer of the Bayard department of public safety determines that conditions at a property constitute a public nuisance creating imminent danger to public health, safety, or welfare.
- (1) The mayor of the City of Bayard shall meet with the officer of the department of public safety and in consultation with the city attorney shall determine, based on the individualized facts and circumstances: first, that a public nuisance exists, and second, that the public health, safety, or welfare requires the removal of the nuisance immediately pursuant to the city's power to protect the health, safety, and welfare of its citizens. These written findings shall be maintained in the case file.
 - (2) If the mayor and city attorney agree a public nuisance poses imminent danger to health, safety, or welfare, the mayor shall order immediate abatement without notice. Nothing herein shall preclude the mayor, with the city attorney's advice, from obtaining an emergency administrative search warrant during the emergency abatement process.
 - (3) Notice to the property owner, as shown by the records in the office of the Grant County assessor, is not required.
 - (4) Abatement of an imminent danger is limited to actions needed to eliminate the hazard, such as, but not limited to, disconnecting utilities, securing structures, installing fencing, emergency property cleaning, and actions described in section 16-68.
 - (5) The city shall pay the cost and expense of such abatement from any appropriation made available for that purpose.
 - (6) Following the emergency abatement, within a reasonable time an officer of the Bayard department of public safety shall post on the premises a notice summarizing the abatement action taken.
 - (7) The city shall record a lien upon the affected property in the office of the grant county clerk for all the costs incurred by the city because of abating the dangerous nuisance. The city shall serve the recorded lien upon the property owner by personal service or by mailing, United States postal service, certified mail, return receipt.

b. Emergency abatement decision for inhabited structures:

- (1) Whenever an officer of the department of public safety finds that an occupied structure contains an imminent danger or health hazard and must be vacated, the officer shall

investigate whether the occupant is legally occupying the structure by requiring that person immediately produce written documentation of such legal occupancy.

- (2) If the occupant has not produced written documentation of legal occupancy within twenty-four (24) hours, the officer of the department of public safety shall request an emergency abatement decision from the mayor in consultation with the city attorney as provided above.
- (3) Upon concurrence by the mayor and the city attorney that the structure is a public nuisance and that public health, safety, or welfare requires the removal of the nuisance immediately, the mayor or designee shall notify the state building inspector requesting an immediate inspection to determine if such structure is unfit for human occupancy.
- (4) Upon notification of the state building inspector, the city shall provide written notice to the property owner or agent and to the occupant that the city notified the state building inspector and requested an immediate inspection.
- (5) Upon receiving a written report from the state building inspector that the structure is unfit for human occupancy, the mayor in consultation with the city attorney may authorize those measures necessary and sufficient to abate the imminent danger or health hazard, which measures may include an order to vacate the property and for it to remain vacant until reinspected for purpose of re-occupancy.
- (6) Pending the report of the state building inspector, nothing herein shall prevent the city from abating the danger through its emergency abatement process where such process does not require the legal occupants to permanently vacate the structure.

PASSED, ADOPTED, SIGNED AND APPROVED ON THIS 20TH DAY OF MAY, 2026.

ATTEST:

John L. Ojinaga, Mayor

Martha Salas, Clerk Treasurer