



City of Bayard
CITY COUNCIL REGULAR MEETING
October 15, 2024 at 4:30 PM
Bayard City Hall

AGENDA

CALL TO ORDER: Mayor John L. Ojinaga

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE AGENDA

PUBLIC INPUT

CONSENT AGENDA

1. Approval of Regular Meeting Minutes for September 23, 2024
2. Approval of Accounts Payable Report
3. Approval of Police Department Reports

DEPARTMENT HEAD REPORTS

NEW BUSINESS

4. Discussion/Action- Letter of Intent regarding the purchase of land from Foy Inc.
5. Discussion/Action- Grant County Day Sponsorship Request
6. Discussion/Action-Proclamation for Domestic Awareness Month

ORDINANCES/RESOLUTIONS

7. Discussion/Action- Resolution 18-2024 Authorizing the Execution and Delivery of a Colonias Infrastructure Project Fund Loan/Grant Agreement- For Design and Construction of a New Chlorination Disinfection System and Rehab of the Existing 1MG Reservoir

ACTION FOR PERSONNEL

8. Discussion/Action- Completion of Introductory Period for Daniella Sedillos Accounts Payable Clerk

CLOSED SESSION

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

ACTION ITEMS RESULTING FROM CLOSED SESSION

MAYOR AND COUNCILORS REPORTS

NEXT MEETING DATE:

Regular Meeting - November 12, 2024

ADJOURNMENT



City of Bayard
CITY COUNCIL REGULAR MEETING
September 23, 2024 at 4:30 PM
Bayard City Hall

MINUTES

CALL TO ORDER: Mayor John L. Ojinaga

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

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

ABSENT

Councilor Frances Gonzales

Others in attendance were Dolores Charon, Martin Alvarado, Juan Alvarado, Gary Arellano, Sisco Aguilar Frankie Gomez, Cindy Provencio, Robert Terrazas, Hector Carrillo, Michael Paez, 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 Ortiz

PUBLIC INPUT

Dolores Charon stated October is Domestic Violence month, El Refugio will be hosting meetings and is asking for donations.

CONSENT AGENDA

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

1. Approval of Regular Meeting Minutes September 9, 2024
2. Approval of Accounts Payable Report
3. Approval of Police Department Monthly Report

4. Approval of Wastewater Treatment Plant Monthly Report

DEPARTMENT HEAD REPORTS

Police Chief Carrillo stated he will be adding what citation the code enforcer has issued for the month.

Wastewater Director Terrazas stated he has been having problems with this bar screen. He has ordered a relay and that will be replaced as soon as it gets here. E coli has been high so he has not been able to discharge to the cemetery. Last Wednesday test was good, he will test one more time if it is good he will discharge to the cemetery.

Librarian Renee stated she has had training from the librarian from Silver City. She has programs scheduled coming up for Cobre's fall brake. She is looking for volunteers for upcoming programs. She will be looking for volunteers for the library garden to clean up and maintain the garden.

Clerk/Treasurer Salas stated her staff is preparing for the audit. The next three months there will only be one meeting a month. October 15, November 12, and December 9. Ms. Salas noticed there was a contractor that was hired to do concrete work at the community center. The contractor was paid half of the invoiced amount of \$23,000 and all the work that has been done is a tree was pulled out, Salas contacted the Municipal League, they told her to write a demand letter for the funds to be paid back to the city. The letter gave them till September 27 to pay the money back. If the money is not paid back the city will have to move forward on this issue.

Councilor Ortiz stated this is why he would like for a flow chart to be made up and used, so this will not happen.

Maintenance Director Michael Paez stated the Million-Gallon tank project has stated and he will be working with the contractors.

NEW BUSINESS

5. Discussion/Action- Host a Haunted House at the Fire Department on October 31, 2024

Asst. Fire Chief Gomez would like to host a family friendly spook house at the fire department and also have business that are interested to participate in a trunk or treat.

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

6. Discussion- Creating and Adopting an Ordinance for Parking on Streets

Police Chief stated there is an issue on McKee Street with parking. The neighbors are fighting over where who parks. There are carports that are not being utilized. The issue is the city does not have any ordinance on parking. Chief Carrillo would like an ordinance to be adopted to help with this issue.

The council would like for a letter to be sent to try and resolve this issue. No action was taken.

ORDINANCES/RESOLUTIONS

7. Discussion/Action- Resolution 17-2024 Open Meeting Resolution (Amend to remove Section #6 referencing COVID-19)

Motion made by Councilor Medina to remove section 6 of the Open Meeting Resolution, Seconded by Councilor Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz

CLOSED SESSION

8. Closed Session May Be Held Pursuant to 10-15-1 (H-2) NMSA 1978 Limited Personnel Matters for Police Department Hire

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

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz

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

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz

ACTION RESULTING FROM CLOSED SESSION

9. Discussion/Action- Police Officer hire

Motion made by Councilor Medina to hire John Olivas un-certified police officer with starting pay of \$20 an hour, Seconded by Councilor Gonzales.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Ortiz

MAYOR AND COUNCILORS REPORTS

Councilor E. Gonzales stated there will be a bingo hosted by the beautification committee this Sunday doors will open at 1p.m and bingo will start at 3p.m. There will be another bingo on October 6th.

Councilor E. Medina stated there is a Silver City Fire Fighter is missing and if anyone has seen him or know of anything please let someone know.

Mayor Ojinaga stated he had attended the Copper Collaborative and Freeport is very excited for the land that Bayard will be purchasing.

NEXT MEETING DATE:

Regular Meeting - Tuesday, October 15, 2024 (Due to Holiday on Monday)

ADJOURNMENT

5:37 P.M.

John L. Ojinaga
Mayor

ATTEST:

Martha Salas
Clerk Treasurer

ACCOUNTS PAYABLES

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>P.O.</u>
<u>GENERAL FUND - 10-31 Police</u>			
WNM	Monthly office phone Bill	\$ 106.05	
Krystal Mountain Water	Drinking Water 5 gallon Jugs	\$ 26.80	
Century Link	Monthly Fax Bill	\$ 190.57	
Lexis Nexis	Monthly Software	\$ 215.26	
PNM	Monthly Bill	\$ 135.81	
Abila	Monthly Water System	\$ 132.25	
Ricoh	Monthly Printer Service	\$ 134.48	
Werner Tire	Front end alignment and Tires for Unit 102	\$ 891.26	10907
Amazon	Adhesive Velcro	\$ 19.99	10972
Spectrum	monthly bill	\$ 1,398.18	
TOTAL		\$ 3,250.65	
<u>GENERAL FUND - 10-24 City Hall</u>			
Walmart	Blinds for City Hall	\$ 63.96	10968
Vivint	Monthly bill	\$ 61.75	
WNM	Monthly office phone Bill	\$ 212.10	
Krystal Mountain Water	Drinking water 5 gallon jugs	\$ 22.70	
Century Link	Monthly Fax Bill	\$ 150.63	
Xfinity	Monthly bill	\$ 312.46	
PNM	Monthly Bill	\$ 666.42	
Abila	Monthly Water System	\$ 132.25	
Silver City Daily Press	Regular Meeting 9/9/24	\$ 31.61	
Ricoh	Monthly Printer Service	\$ 94.47	
Spectrum	Monthly Bill	\$ 4,419.25	
TOTAL		\$ 6,167.60	

GENERAL FUND - 10-43 Parks

PNM	Monthly bill	\$	131.53	<u>P.O.</u>
TOTAL		\$	131.53	

GENERAL FUND - 10-34 ACO

		\$	-	<u>P.O.</u>
TOTAL		\$	-	

SOLID WASTE FUND - 160

Abila	Monthly Water System	\$	132.25	<u>P.O.</u>
TOTAL:		\$	-	

JNT WASTEWATER FUND - 170

WNM	Monthly office phone Bill	\$	70.70	<u>P.O.</u>
Krystal Mountain Water	Drinking Water 5 gallon jugs	\$	7.57	
Century Link	Monthly Fax Bill	\$	183.51	
PNM	Monthly Bill	\$	44.13	
American Linen and Uniform Supply	Weekly Uniform Maint 10/07	\$	50.71	
Abila	Monthly Water System	\$	132.25	
Eurofins	Plant Tests 9/19	\$	291.66	
American Linen and Uniform Supply	Weekly Uniform Maint 9/30	\$	50.71	
The UPS Store	Weekly Sample Shipment	\$	279.72	
Dement Electric	Trouble shoot bar screen	\$	470.86	10957
Dement Electric	Emergency Trouble shoot UV Panel	\$	1,140.83	10984
Spectrum	Monthly Bill	\$	393.54	

TOTAL: \$ 3,116.19

MUNICIPAL COURT FUND - 20

		<u>P.O.</u>
Administrative office of the courts	Municipal Court Monthly Fee Report	\$ 15.00
WNM	Monthly office phone Bill	\$ 70.70
Century Link	Monthly Fax Bill	\$ 113.36
Caselle	Monthly Support and Maint	\$ 186.00
PNM	Monthly Bill	\$ 121.26
Abila	Monthly Water System	\$ 132.25
Spectrum	monthly bill	\$ 334.26
TOTAL:		\$ 972.83

COMM. CENTER FUND - 200

		<u>P.O.</u>
Century Link	Monthly Fax Bill	\$ 176.56
PNM	Monthly Bill	\$ 266.52
Humphrey Enterprises	Grease Trap	\$ 136.15
TOTAL:		\$ 579.23

LIBRARY FUND - 210

		<u>P.O.</u>
Walmart	Supplies for Library Opening	\$ 161.02 10965
WNM	Monthly office phone Bill	\$ 70.70
Krystal Mountain Water	Drinking Water 5 gallon jugs	\$ 7.58
Century Link	Monthly fax Bill	\$ 98.67
Ricoh	monthly printer service	\$ 52.83
Amazon	Fall Break Craft Supplies	\$ 233.38 10979
TOTAL:		\$ 624.18

MUNICIPAL STREETS FUND- 240

P.O.

PNM		\$	3,928.07	
Abila	Monthly Bill	\$	132.23	
	Monthly Water System			
TOTAL:		\$	4,060.30	

EMS FUND - 320

P.O.

Bound Tree Medical	Powerheart G3 Pro AED Batteries	\$	2,589.96	10945
TOTAL:		\$	2,589.96	

Maintenance 150

P.O.

Walmart	Cleaning Supplies	\$	279.95	10943
Walmart	External Hard Drive	\$	74.60	10956
WNM	Monthly office phone Bill	\$	35.35	
Krystal Mountain Water	Drinking Water 5 gallon jugs	\$	41.91	
PNM	Monthly Bill	\$	2,179.95	
Abila	Monthly Water System	\$	132.25	
Badger Meter	monthly bill	\$	326.58	
Werner Tire	Tires for Maint Truck 1 & 8	\$	1,792.32	10961
Spectrum	Monthly bill	\$	779.94	
TOTAL:		\$	5,642.85	

FIRE FUND- 30

P.O.

Walmart	Supplies, transfer pump, diesel can, water, batteries	\$	103.25	10921
WNM	Monthly office phone Bill	\$	35.35	
PNM	monthly Bill	\$	227.96	

Abila	Monthly Water System	\$	132.25	
Xfinity	monthly Bill	\$	11.37	
Amazon	Dept Supplies	\$	1,445.18	10944
Spectrum	monthly bill	\$	470.83	
Lexipol	Fire & EMS Learning Platform	\$	1,409.70	
TOTAL:		\$	3,835.89	

SEWER FUND- 155 **P.O.**

Abila	Monthly Water System	\$	132.25	
TOTAL:		\$	132.25	

Law Enforcement Protection Fund 60 **P.O.**

TOTAL:		\$	-	
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PROJECTS

Trumm Engineering	Bay-24-01 - Task Order No. 3 2024	\$	3,043.10	
TOTAL:		\$	3,043.10	

TOTAL:		\$	34,146.56	
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**BAYARD POLICE DEPARTMENT
MONTHLY REPORT
SEPTEMBER, 2024**

Traffic Activity

Accidents	3
Citations Issued	37
Municipal	26
Magistrate	3
Written Warnings	8
Stop Sign	0
DWI	0
Motorist Assists	2
Reckless driver	4
Missing or Stolen vehicle	1
Recovered:	1

Criminal Activity

Arrests	5
Burglary/Larceny	3
Criminal damage	1
Domestic calls	2
Harassment	3
Unwanted subject	2
Shoplifting	2
Battery	1
B&E	2
Disturbance	3

General Activity

Suspicious activity	8
Civil stand by	1
Escorts	2
Welfare check	8
Meetings/classes	5
Follow up investigations	1
Alarm	2
Shots fired	1
Civil matter	4
Court	4
Frequent patrol	1
Citizen assist	9
Citizen contact	7
Request for public service	5
Custody interference	4
Attempt to locate	5
Child exchange	2
DVO violation	1
Criminal trespass	3
Information complaint	1

Juvenile Activity

Citations	4
Runaway	1
Student with knife	1
Narcotic violations	3
Assault	1
School threat	1

Agency Assists

3

Offense/Incident reports generated

Harassment	
Shoplifting	
Larceny (over \$250)	
Larceny (over \$500), Criminal damage to property	
Unlawful carrying of a deadly weapon	
Warrant arrest	
Use or possession of drug paraphernalia	
Use or possession of drug paraphernalia	
Informational report	
Battery upon a school employee	
Citizen assist	
DVO violation	
Disorderly, Criminal Trespass, Criminal damage, Poss cont. sub x2, Resisting evading obstructing	
Breaking & Entering, Resisting evading obstructing	
Possession of stolen vehicle x2	
Shoplifting	
Use or possession of drug paraphernalia	
Citizen assist	
Breaking & Entering	
Burglary	
Warrant arrest	
Welfare check-school treat	
Burglary	

Calls in Bayard handled by Grant County Sheriff's Department 19

Unwanted subject	1
Suspicious activity	2
Alarm	5
Citizen assist	1
Custodial interference	1
Stolen vehicle reported (recovered by Bayard officers)	1
Criminal trespass	2
Loud music	1
Welfare check	3
Domestic calls	2

BAYARD ANIMAL CONTROL/CODE ENFORCEMENT MONTHLY ACTIVITY REPORT

OFFICER: FRANKIE GOMEZ #946

MONTH OF: September

DATE	TIME RECEIVED	SORCE OF COMPLAINT	COMPLAINANT, LOCATION, TYPE OF ACTIVITY AND ACTION TAKEN
08/05/2024	8:48	Code Enforcement	102 N Franey St, 946-Code Enforcement
08/09/2024	9:36	Animal	1009 Watson St, Pit Bull Welfare Check,941 - Homeowner Is Taking Care of Dog
09/02/2024	10:32	Animal	803 Watson St, Loud Dogs, 941- Turned the case over to ACO.
09/02/2024	14:58	Animal	100 Park St, Black Puppy Welfare Check, 947- Puppy was picked up.
09/04/2024	7:32	Animal	803 Watson St, Dogs Barking, 946
09/04/2024	13:42	Code Enforcement	311 Chino St, 946
09/04/2024	15:44	Animal	Chino St, 946
09/05/2024	20:27	Animal	803 Watson St, Barking dogs in the area, 946- The dogs were put inside.
09/06/2024	12:06	Animal	803 Watson St, Dogs barking all day and night, 946
09/06/2024	20:09	Animal	800 Watson St, Barking Dog, Grant County SO #20
09/07/2024	7:13	Animal	800 Watson St, Dogs barking all night, Grant County SO #23- Didn't find any barking dogs
09/07/2024	20:45	Animal	800 Watson St, Barking Dog, Grant County SO #36
09/08/2024	8:34	Animal	803 Watson St, Barking Dogs, 942
09/08/2024	17:06	Animal	803 Watson St, Barking Dogs, 942
09/09/2024	13:21	Code Enforcement	Orchard St/ Vanadium St, 946
09/09/2024	19:40	Animal	803 Watson St, Black German Sheard got out of his yard, resident heard a gunshot then the dog came back limping and bleeding, Grant County SO #32- Didn't find a gun shot wound, dog was possibly in a fight.
09/10/2024	8:05	Code Enforcement	621 McKee St, 946
09/10/2024	15:58	Animal	803 Watson St, Barking Dogs, 946

09/10/2024	18:28	Animal	803 Watson St, Barking Dogs, 943- Sat in the area negative contact
09/10/2024	19:21	Animal	803 Watson St, Barking Dos, 943-Heard Barking in the far distance clear.
09/11/2024	5:52	Animal	803 Watson St, Barking Dogs, 946
09/11/2024	9:53	Animal	500 East St, 3 Loose Brown Dogs, 946- 1 Dog in route to animal shelter.
09/11/2024	11:27	Code Enforcement	720 McKee St, 946
09/11/2024	21:13	Animal	800 Watson St, Barking Dog, 942
09/12/2024	14:51	Animal	803 Watson St, Barking Dogs, 946
09/14/2024	7:16	Animal	803 Watson St, Barking Dogs, Grant County SO #31- Referred him to proper agency.
09/14/2024	20:11	Animal	803 Watson St, Barking Dogs, 943- Heard dogs barking in the are but was unsure of what house it was coming from
09/14/2024	22:52	Animal	803 Watson St, Barkin Dogs, 943- Parked in the area negative contact.
09/15/2024	7:08	Animal	803 Watson St, Grant County SO #27 called PRO advised frequent patrols will be don thought the night.
09/16/2024	15:40	Animal	Virginia St, Loose German shepherd that is chasing cars, 946
09/16/2024	16:00	Animal	800 Watson, Barking Dogs, 946- Negative contact
09/17/2024	8:23	Code Enforcement	901 Empire St, 946
09/17/2024	18:20	Animal	803 Watson St, Barking Dogs and wants to speak to an officer, 942- RP didn't answer the door.
09/19/2024	10:55	Animal	Poplar St, 2 loose chihuahuas, 946
09/19/2024	15:03	Animal	803 Watson St, Dogs Barking, 943- No dogs barking.
09/19/2024	19:34	Animal	800 Watson St, Barking Dogs, 943
09/20/2024	7:46	Animal	803 Watson St, Barking Dogs, 941- Out at 800 Watson with Mrs. Jones and the puppies.
09/20/2024	8:21	Animal	505 Stewart St, Pit Bull from across the street attacked her puppies, 941- will refer to ACO.
09/21/2024	4:14	Animal	803 Watson St, barking dogs, 942- Advised to pend call when Bayard goes 10-8.
09/21/2024	15:16	Animal	803 Watson, Barking Dogs, Caller was intoxicated and upset, 942- advised her to stop calling.

09/22/2024	23:57	Animal	801 Central Ave, A dog that sounds like it is in pin or being tortured, Grant County SO #31- units clear its going to be the dogs behind the PD.
09/23/2024	12:56	Animal	800 Watson St, Dogs barking all day and night, 946
09/23/2024	18:42	Animal	803 Watson St, Barking Dog, 943
09/24/2024	10:37	Animal	Chino St, Dog walking loose, 946
09/24/2024	13:40	Code Enforcement	104 Cactus St, 946
09/24/2024	13:42	Code Enforcement	102 Main St, 946
09/25/2024	12:42	Animal	803 Watson St, 946- atl the area
09/25/2024	17:33	Animal	803 Watson St, Barking Dogs, 946
09/26/2024	7:24	Animal	803 Watson St, Dogs barking all day and night caller is "going to do something about it", 941
09/26/2024	18:58	Animal	803 Watson St, Barking dogs, 942- no barking dogs
09/27/2024	7:27	Animal	803 Watson St, Dogs barking all night, 946
09/27/2024	16:15	Animal	803 Watson St, Animals Barking, 942
09/27/2024	19:19	Animal	803 Watson St, Barking Dogs, Grant County SO #36
09/27/2024	21:12	Animal	803 Watson St, Grant County SO #21- forward to Bayard when they are 10-8
09/28/2024	7:37	Animal	803 Watson St, Barking Dogs and the neighbors are "messing with him", Grant County SO #16
09/30/2024	14:02	Code Enforcement	903 Waggoner St, 946

Grant County Day Sponsorship



October 4, 2024

Martha Salas
City Clerk
City of Bayard
P.O. Box 728
Bayard, NM 88023

Dear Martha:

Grant County Prospectors will be hosting Grant County Day at the 2025 NM Legislature on January 29, 2025. We are asking for your assistance in supporting Grant County Day at one of the levels listed below. The attached sponsorship level sheet explains what you will receive based on your sponsorship level. In addition, there is an attached fact sheet of the 2024 legislative accomplishments of Grant County Prospectors in partnership with our local legislators. Please consider being a sponsor of Grant County Day so we can continue to improve the quality of life for the residents of Grant County. Please see sponsorship levels below. Contact Priscilla Lucero at (575) 590-2002 for any additional information.

Sponsorship options include:

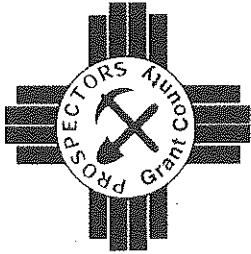
- _____ \$5000 Copper Level
- _____ \$2500 Silver Level
- _____ \$2000 Turquoise Level
- _____ \$1000 Topaz Level
- _____ \$500 Pyrite Level
- _____ \$250 Fluorite Level
- _____ Other

Please submit this form indicating the amount you would like to sponsor, and we will provide you with an invoice for payment. Thank you for your consideration of this request.

Sincerely,

Priscilla C. Lucero

Priscilla C. Lucero
Grant County Prospectors
Vice-Chairman of Advocacy Committee



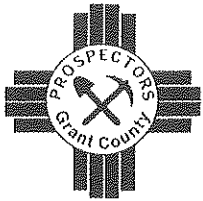
Grant County Day - Prospector's Sponsorship

Prospectors Sponsorship Levels



RECOGNITION	FLUORITE \$250	PYRITE \$500	TOPAZ \$1,000	TURQUOISE \$2,000	SILVER \$3,500	COPPER \$5,000
Inclusion on sponsor display boards at event	✓	✓	✓	✓	✓	✓
Inclusion in an ad for Silver City Daily Press Grant Co. Day publication & Grant County Beat <i>(name mention for first two levels, logo inclusion for top four levels)</i>	✓	✓	✓	✓	✓	✓
Name Listed on Website	✓	✓	✓	✓	✓	✓
Inclusion on printed handout materials for event		✓	✓	✓	✓	✓
Sponsor logo on website			✓	✓	✓	✓
Verbal sponsor recognition at Grant County Day Kickoff event from podium and evening event			✓	✓	✓	✓
Included as sponsor mention in radio promotions			✓	✓	✓	✓
Sponsor logo on standing banner(s) for event <i>(size of logo increases by level)</i>			✓	✓	✓	✓
Special sponsor recognition at Prospectors Re-Cap Luncheon				✓	✓	✓
Inclusion in social media pre-event				✓	✓	✓
Sponsor 300x300 lg sq ad on website with link to company site					✓	✓
Inclusion of company name on gift tags						✓
2-3 minute welcome sponsor speech from stage to audience						✓
Branded Swag at Evening Event <i>(e.g. coasters, glasses, etc.)</i>						✓





Legislative Outcomes 2024: Over \$17.86 Million in Funding Secured

The Grant County Prospectors are proud to have played a key role in securing over \$7.66 million in funding for our community. This achievement was made possible through the collective efforts of many dedicated individuals. By supporting the Grant County Prospectors, you contribute to the success for achieving funding of impactful projects that benefit the entire region.

Grant County Capital Outlay

- Aldo Leopold Charter School Outdoor Classroom Improvements - \$150,000
- Arenas Valley MDWA Water System Improvements - \$130,000
- Bayard Community Center Renovation - \$305,000
- Bayard Wastewater System Improvements - \$1,600,000
- Cobre CSD Athletic Complex Improvements - \$300,000
- Gila Regional Medical Center Equipment Purchase - \$600,000
- Grant County Bataan Memorial Park Improvements - \$500,000
- Grant County Conference Center Improvements - \$50,000
- Grant County Detention Center Improvements - \$100,000
- Grant County Fairgrounds Improvements - \$375,000
- Grant County Gila Community Center Construction - \$150,000
- Hurley Recreation Facility Construction - \$250,000
- Santa Clara Facility and PKG Improvement - \$250,000
- Silver City Annex Building Renovation - \$500,000
- Silver City Rec Facility Construction - \$1,500,000
- Silver City Silco Theatre Renovation - \$175,000
- Silver City Silva Creek/Pinos Altos Creek Trails Improvements - \$175,000
- Silver CSD Cliff School Track Replacement Improvements - \$250,000
- Tyrone WWA Water & Wastewater System Improvements - \$100,000
- WNMU Voc Tech Center Construction - \$200,000
- WNMU GO Bond *
NM Center of Excellence for Early Childhood Education - \$9,000,000
**Tentative-pending state election results*

Southwest New Mexico Council of Governments: 1.12 Million

(Benefitting counties of Grant, Luna, and Hidalgo)

- Art and cultural programs - \$200,000
- Food security programs - \$200,000
- Programmatic costs for homeless needs - \$160,000
- Outdoor recreation and tourism promotion of bicycle race - \$200,000
- Programmatic costs and resources for library services, education services, and social health programs for domestic violences and sexual assault - \$160,000
- Health, well-being and senior needs - \$200,000
Luna and Hidalgo programmatic costs for senior citizens

City of Bayard

Proclamation Domestic Awareness Month

WHEREAS, home should be a place of warmth, unconditional love, tranquility, and security, and for the most of us, home and family can indeed be counted among our greatest blessing. Tragically, for many Americans, these are blessings that are tarnished by violence and fear; and

WHEREAS, domestic violence is more than the occasional family dispute. According to the Department of Justice, approximately 95% of the victims of domestic violence are women. Nationally, 4,000,000 women a year are assaulted by their partners. Every day at least four women are murdered by boyfriends or husbands. Approximately 70% of men who batter their partners either sexually or physically abuse their children.

WHEREAS, women are not the only targets; men, young children and the elderly also are counted among the victims, and sadly, emotional scars are often permanent; and

WHEREAS, a coalition of organizations has emerged to directly confront this crisis. Law Enforcement officials, those involved with shelters, hotline services, health care providers, the clergy and other concerned agencies and citizens are helping in the effort to prevent domestic violence. We must recognize the compassion and dedication of these volunteers and professionals and applaud their efforts to increase public understanding of this local and nationwide problem,

NOW THEREFORE, I John L Ojinaga, Mayor of the City of Bayard hereby proclaim the month of October 2024 as Domestic Violence Awareness Month and urge all citizens to observe this month by becoming aware of the tragedy of domestic violence, supporting those who are working toward its end, and participate in community efforts.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Bayard to be affixed this 15th day of October 2024.

John L. Ojinaga
Mayor

ATTEST:

Martha Salas
Clerk Treasurer

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. 18-2024 OF THE CITY COUNCIL
OF THE CITY OF BAYARD, GRANT COUNTY, NEW MEXICO
OCTOBER 15, 2024**

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

The City Council (the "Governing Body") of the City of Bayard, New Mexico (the "Borrower/Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 800 Central Avenue, New Mexico 88023, being the meeting place of the Governing Body for the meeting held on the 15th day of October 2024 at the hour of 4:30 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor: _____

Mayor Pro Tem: _____

Councilors:

Clerk/Treasurer: _____

Absent: _____

Also Present: _____

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

CITY OF BAYARD, GRANT COUNTY, NEW MEXICO
RESOLUTION NO. 18-2024

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”), FOR THE BENEFIT OF THE DESIGNATED COLONIAS OF BAYARD AND HANOVER, IN THE TOTAL AMOUNT OF ONE MILLION TWO HUNDRED THOUSAND EIGHT HUNDRED DOLLARS (\$1,200,800), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE DESIGN AND CONSTRUCTION OF A NEW CHLORINATION DISINFECTION SYSTEM AND REHABILITATION OF THE EXISTING 1MG RESERVOIR, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF TWO HUNDRED FORTY THOUSAND ONE HUNDRED SIXTY DOLLARS (\$240,160) SOLELY FROM THE NET SYSTEM REVENUES OF THE WATER AND SEWER UTILITY SYSTEM OF THE BORROWER/GRANTEE AND ACCEPTANCE OF A GRANT AMOUNT OF NINE HUNDRED SIXTY THOUSAND SIX HUNDRED FORTY DOLLARS (\$960,640); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

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

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

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

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the

general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11; and

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

WHEREAS, there exists within the service area of the Borrower/Grantee, the Colonias of Bayard and Hanover, communities that have been designated as Colonias within the meaning of the Act; and

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

WHEREAS, the Borrower/Grantee submitted an application dated February 28, 2024, for the Project; and

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

WHEREAS, the CIB on May 16, 2024, recommended to the NMFA that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, for the benefit of the Colonias and the CIB has recommended that the NMFA enter into and administer the Loan/Grant Agreement; and

WHEREAS, the NMFA approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 27, 2024; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the Colonias, that the Borrower/Grantee enter into an Agreement with the Lender/Grantor to borrow two hundred forty thousand one hundred sixty dollars (\$240,160) from the Lender/Grantor and to accept a grant in the amount of nine hundred sixty thousand six hundred forty dollars (\$960,640) from the Lender/Grantor to finance the costs of the design and construction of a new chlorination disinfection system and rehabilitation of the existing 1MG reservoir, this project being more particularly described in the Term Sheet; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Eligible Project Management Fees” means the fees and costs associated with the planning, implementation and technical oversight of the project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project, in an amount up to ten percent (10%) of the Loan/Grant Amount.

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

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

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

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall equal 80% of the amount disbursed not to exceed nine hundred sixty thousand six hundred forty dollars (\$960,640).

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

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

“Loan” or “Loan Amount” means 20% of the amount disbursed to the Borrower/Grantee during the Interim Period for the purpose of funding the Project, including the Local Match, and shall not equal more than two hundred forty thousand one hundred sixty dollars (\$240,160).

“Loan/Grant” or “Loan/Grant Amount” means the combined amount distributed to the Borrower/Grantee during the Interim Period as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project and shall not equal more than one million two hundred thousand eight hundred dollars (\$1,200,800).

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

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is an additional loan in the amount of one hundred twenty thousand eighty dollars (\$120,080) included and incorporated in the Loan Amount.

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

“NMAC” means the New Mexico Administrative Code.

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of New Mexico.

“System” means the water sewer utility system operated pursuant to Ordinance No. 2-2011 adopted on July 23, 2011, by the Borrower/Grantee, which is owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

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

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is twenty (20) years.

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

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

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

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

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

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

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

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

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

G. The Borrower/Grantee has proper title to, easements, rights of way, permits or the requisite access needed, on the real property upon which the Project is being conducted.

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

A. Authorization. This Resolution has been adopted by the affirmative vote of at least the majority of all the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of nine hundred sixty thousand six hundred forty dollars (\$960,640) and borrowing the Loan Amount of two hundred forty thousand one hundred sixty dollars (\$240,160) to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of nine hundred sixty thousand six hundred forty dollars (\$960,640) and the Loan shall be in the amount of two hundred forty thousand one hundred sixty dollars (\$240,160). Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement, as presented at the meeting of the Governing Body, at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions

as may be approved by such individual Authorized Officers, and the Clerk/Treasurer is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

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

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

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

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

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

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

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

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper

for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

CITY OF BAYARD, GRANT COUNTY, NEW MEXICO
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 18-2024, duly adopted and approved by the City Council of the City of Bayard on October 15, 2024. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Clerk/Treasurer at 800 Central Avenue, Bayard, New Mexico 88023.

The title of the Resolution is:

CITY OF BAYARD, GRANT COUNTY, NEW MEXICO
RESOLUTION NO. 18-2024

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”), FOR THE BENEFIT OF THE DESIGNATED COLONIAS OF BAYARD AND HANOVER, IN THE TOTAL AMOUNT OF ONE MILLION TWO HUNDRED THOUSAND EIGHT HUNDRED DOLLARS (\$1,200,800), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE DESIGN AND CONSTRUCTION OF A NEW CHLORINATION DISINFECTION SYSTEM AND REHABILITATION OF THE EXISTING 1MG RESERVOIR, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF TWO HUNDRED FORTY THOUSAND ONE HUNDRED SIXTY DOLLARS (\$240,160) SOLELY FROM THE NET SYSTEM REVENUES OF THE WATER AND SEWER UTILITY SYSTEM OF THE BORROWER/GRANTEE AND ACCEPTANCE OF A GRANT AMOUNT OF NINE HUNDRED SIXTY THOUSAND SIX HUNDRED FORTY DOLLARS (\$960,640); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

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

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 15TH DAY OF OCTOBER 2024.

CITY OF BAYARD,
GRANT COUNTY, NEW MEXICO

ATTEST:

By _____
John Larry Ojinaga, Mayor

By _____
Martha Salas, Clerk/Treasurer

[Remainder of page intentionally left blank.]

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

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

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

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

[Remainder of page intentionally left blank.]

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

CITY OF BAYARD,
GRANT COUNTY, NEW MEXICO

ATTEST:

By _____
John Larry Ojinaga, Mayor

By _____
Martha Salas, Clerk/Treasurer

[Remainder of page intentionally left blank.]

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

I, Martha Salas, the duly qualified and acting Clerk/Treasurer of the City of Bayard, New Mexico (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the 800 Central Avenue, Bayard, New Mexico 88023, on October 15, 2024 at the hour of 4:30 p.m., insofar as the same relate to the adoption of Resolution No. 18-2024 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 1-2024, adopted and approved on January 12, 2024 **[amended on September 23, 2024]** and in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of November 2024.

CITY OF BAYARD,
GRANT COUNTY, NEW MEXICO

By _____
Martha Salas, Clerk/Treasurer

EXHIBIT "A"

Notice of Meeting, Meeting Agenda, Minutes, and Affidavit of Publication of Notice of Adoption of Resolution