



THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A **WORK SESSION** ON **MONDAY, JULY 27, 2020 AT 5:30 P.M.**

VIA TELECONFERENCE 1-346-248-7799

MEETING ID 983-7900-0389

PASSWORD 971704

- A. Discussion on 2020-2021 Budget & Fiscal Year End Report for the Town of Mesilla – *Cynthia Stoechner-Hernandez, Clerk-Treasurer.*

THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A **REGULAR MEETING** ON **MONDAY, JULY 27, 2020 AT 6:00 P.M.**

VIA TELECONFERENCE 1-346-248-7799

MEETING ID 983-7900-0389

PASSWORD 971704

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL & DETERMINATION OF A QUORUM
3. CHANGES TO THE AGENDA & APPROVAL
4. PUBLIC INPUT – The public is invited to address the Board for up to 3 minutes.

Public input in writing shall be received at cynthias-h@mesillanm.gov an hour before the meeting begins on the day of the meeting and will be read into the record. You will also be given an opportunity to speak during this time by pressing *9 while in the teleconference. You will be prompted when to begin speaking.

5. CLOSED SESSION – pursuant to NMSA 1978 Chapter 10-15-1(H)(2): discussion limited to personnel matters in the Marshal’s Department. – *Nora L. Barraza, Mayor.*
All members of the public/staff not included in the closed session will be placed in the waiting room until the closed session is concluded. All members not included in closed session will be allowed back into the regular meeting once it reconvenes.
6. *APPROVAL OF CONSENT AGENDA:
(The Board will be asked to approve by one motion the following items of recurring or routine business. The Consent Agenda is marked with an asterisk *):
 - a) *BOT Minutes – Minutes of a Regular Meeting on July 13, 2020.
 - b) *PZHAC Case 061075 – 2782 Calle de San Albino, submitted by John Wright; a request for a zoning permit to allow the installation of an in-ground swimming pool and spa in an enclosed court-yard on a residential property at this address. Zoned: Historical Residential (HR).
 - c) ***Resolution 2020-12**: of the Town of Mesilla annual Open Meetings Act Resolution.
7. NEW BUSINESS:
 - a) **Resolution 2020-13**: A resolution authorizing the assignment of authorized officer and agents for SAP 20-E2124-STB with the New Mexico Environment Department for 2020 Capital Outlay Project. – *Rod McGillivray, Public Works Director.*
 - b) **Resolution 2020-14**: A resolution adopting the 2019-2020 Fiscal Year End Financial Report for the Town of Mesilla. – *Cynthia Stoechner-Hernandez, Clerk-Treasurer.*

- c) **Resolution 2020-15:** A resolution by the Board of Trustees allowing for budget adjustments. – *Cynthia Stoechner-Hernandez, Clerk-Treasurer.*
- d) **Resolution 2020-16:** A resolution adopting the 2020-2021 Fiscal Year Revenue and Expenditures Budget for the Town of Mesilla. – *Cynthia Stoechner-Hernandez, Clerk-Treasurer.*

8. BOARD OF TRUSTEE COMMITTEE REPORTS

9. BOARD OF TRUSTEE/STAFF COMMENTS

10. ADJOURNMENT

NOTICE:

If you need an accommodation for a disability to enable you to fully participate in the hearing or meeting, please contact us at 524-3262 at least one week prior to the meeting. The Mayor and Trustees request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Board Room to respond to or to conduct a phone conversation. A copy of the agenda packet can be found online at www.mesillanm.gov 07/23/2020.

Physically posted 7/24/2020 revised and reposted 6/25/2020 at the following locations: Town Clerk's Office 2231 Avenida de Mesilla, Public Safety Building 2670 Calle de Parian, Mesilla Community Center 2251 Calle de Santiago, Shorty's Food Mart 2290 Avenida de Mesilla, Ristramn Chile Co., 2531 Avenida de Mesilla and the U.S. Post Office 2253 Calle de Parian.



**BOARD OF TRUSTEES
TOWN OF MESILLA
WORK SESSION**

MONDAY, JULY 13, 2020

5:30 P.M.

VIA TELECONFERENCE 1-346-248-7799

MEETING ID 983-7900-0389

PASSWORD 971704.

TRUSTEES: Nora L. Barraza, Mayor
Carlos Arzabal, Mayor Pro Tem
Jesus Caro, Trustee
Veronica Garcia, Trustee
Stephanie Johnson-Burick, Trustee

STAFF: Cynthia Stoechner-Hernandez, Town Clerk/Treasurer
Kevin Hoban, Fire Chief
Eddie Lerma, Marshal
Dorothy Sellers, Special Events Coordinator
Gloria Maya, Recorder

1. Discussion regarding the FY 2020-2021 Budget.

Ms. Stoechner-Hernandez presented an update on the FY 2020-2021 Budget by line item. She stated that during the Special Legislation Session it was decided that there would not be a 3% increase in benefits due to pandemic, money was moved back into the department's operational account.

Mayor Barraza clarified that the monies to cover the 3% increase in benefits will be put back into each department's operational fund where it was taken from. She asked why there is a difference of -56% budgeted in the Correction Fund; does it have anything to do with fines.

Ms. Stoechner-Hernandez responded Judge Frieze always projected high; never changed it. This revenue does not have anything to do with fines, it is from the Department of Corrections.

Mayor Pro Tem Arzabal asked if Las Cruces Public Schools have approved their budget regarding the SRO.

Ms. Stoechner-Hernandez responded that will depend on when they put it on their agenda.

Mayor Pro Tem Arzabal asked if there is a shortfall, where will it come from.

Ms. Stoechner-Hernandez responded adjustments will be made to fund 10 in the Marshal's Department.

Mayor Pro Tem Arzabal stated looks like a balance budget. He wants to be assured that the town has money to make up any shortfalls from outside agencies and Ms. Stoechner-Hernandez has assured him we do.

Mayor Barraza stated we will have a better picture at mid-year. She is confident things will flatten out in the state. She will be scrutinizing everything and will share the information with the board.

Mayor Pro Tem Arzabal stated he just wants to keep the employees employed.

Mayor Barraza stated we will be seeing less in GRT the next two months. We will look at making sure staff has the tools and supplies to do their jobs.

Trustee Caro stated he feels comfortable with the budget. Thanked Ms. Stoechner-Hernandez for an outstanding job.

Trustee Garcia agreed Ms. Stoechner-Hernandez did an awesome job staying on top of everything.

Mayor Barraza agreed with the board.

Ms. Stoechner-Hernandez thanked the board for their appreciation. She could not do it without Ms. Maya who takes phone calls and assist others so that she can get the job done.

Mayor Barraza stated it is truly a team effort. Thanked Ms. Maya for her assistance.

Worksession ended at 5:47 p.m.

**BOARD OF TRUSTEES
TOWN OF MESILLA
REGULAR MEETING
MONDAY, JULY 13, 2020
6:00 P.M.**

**VIA TELECONFERENCE 1-346-248-7799
MEETING ID 983-7900-0389
PASSWORD 971704.**

TRUSTEES: Nora L. Barraza, Mayor
Carlos Arzabal, Mayor Pro Tem (6:13 p.m.)
Jesus Caro, Trustee
Veronica Garcia, Trustee
Stephanie Johnson-Burick, Trustee

STAFF: Cynthia Stoechner-Hernandez, Town Clerk/Treasurer
Kevin Hoban, Fire Chief
Eddie Lerma, Marshal
Dorothy Sellers, Special Events Coordinator
Gloria Maya, Recorder

1. PLEDGE OF ALLEGIANCE

Mayor Barraza led the Pledge of Allegiance.

2. ROLL CALL & DETERMINATION OF A QUORUM

Roll Call.

Present: Mayor Barraza, Mayor Pro Tem Arzabal (6:13 p.m.), Trustee Caro, Trustee Garcia, Trustee Johnson-Burick.

3. CHANGES TO THE AGENDA & APPROVAL

Motion: To approve agenda, Moved by Trustee Garcia, Seconded by Trustee Johnson-Burick.

Roll Call Vote: Motion passed (summary: Yes =3).

Trustee Caro Yes

Trustee Garcia Yes

Trustee Johnson-Burick Yes

4. PUBLIC INPUT – The public is invited to address the Board for up to 3 minutes.

Public input in writing shall be received at cynthias-h@mesillanm.gov at by 5:00 p.m., the day of the meeting and will be read into the record. You will also be given an opportunity to speak during this time by pressing *9 while in the teleconference. You will be prompted when to begin speaking.

Ms. Stoechner-Hernandez read Mr. Taylor's letter.

5. *APPROVAL OF CONSENT AGENDA:

(The Board will be asked to approve by one motion the following items of recurring or routine business. The Consent Agenda is marked with an asterisk *):

Motion: To approve consent agenda, Moved by Mayor Pro Tem Arzabal, Seconded by Trustee

Johnson-Burick.

Roll Call Vote: Motion passed (**summary:** Yes =4).

Mayor Pro Tem Arzabal Yes
Trustee Caro Yes
Trustee Garcia Yes
Trustee Johnson-Burick Yes

- a) ***BOT Minutes** – Minutes of a regular (rescheduled) Meeting of June 29, 2020. *Approved by consent agenda*
- b) ***PZHAC Case 061069** – 2330 Calle de Santiago, submitted by Patrick Taylor for the Taylor-Barela Reynolds Mesilla Historic Site; a request for a zoning permit to conduct restoration on the adobe and plaster on the historic dwelling at this address. Zoned: Historic Commercial (HC). *Approved by consent agenda*
- c) ***PZHAC Case 061070 w/condition that the door latch meet CID requirements for the current occupancy** – 1985 Calle de Colon, submitted by Sylvia Fierro; a request for a zoning permit to allow the installation of two exterior security doors on a commercial building at this address. Zoned: Historical Commercial (HC). *Approved by consent agenda*
- d) ***PZHAC Case 061071** – 2305 Calle de Colon, submitted by Jerry Nevarez; a request for a zoning permit to allow the installation of an aluminum gutter on a dwelling at this address to connect two canales to a ponding area. Zoned: Historical Residential (HR). *Approved by consent agenda*

6. NEW BUSINESS:

- a) Discussion regarding correspondence received from Mr. Pat Taylor July 7, 2020. – **Nora L. Barraza, Mayor.**

Trustee Johnson-Burick stated she reviewed the ordinance and would support what the town expects from the property owners regarding the easements and maintenance. She asked how this will be addressed.

Mayor Barraza stated Chapter 12.05 refers to town easements/town property. This is something that needs to be addressed as it is becoming a big issue. She wants to inform residents that they are responsible for the maintenance, permission must be obtained prior to planting anything and if town staff must remove anything there will be a cost applied. She was not aware that the area Mr. Taylor was talking about was town property. The town was going to buy the brick and he was going to install it. Mr. Taylor did some work without notifying the town.

Trustee Johnson-Burick stated these are safety concerns. She is concerned what will happen when the property is sold, who will be responsible.

Mayor Barraza stated that is an issue. Town staff is having to do the trimming around town which is becoming a burden on the Town of Mesilla.

Mayor Pro Tem Arzabal recommended adding something to the ordinance and would it be legal.

Mayor Barraza stated we need to remember that it is town property. Residents are not maintaining their properties, so it grows into town property.

Mayor Pro Tem Arzabal stated this will have to apply to all residents. Trustee Caro brought this forward

years ago.

Mayor Barraza responded this will take time; but when do we say enough is enough.

Trustee Caro stated the liability and responsibility will fall back on the town. This needs to go across the board and apply to all.

Mayor Barraza stated last week during when the wind was so strong it knocked the tree near the pergola over. Had there been any vehicles parked at that time they would have been damaged; there would have been tort claims. The tree has been removed as it could not be saved.

Trustee Garcia stated she was approached regarding her pecan trees and she told Mr. McGillivray that once the Tortilla Factory, who had trees going into the street, did theirs she would take care of hers.

Mayor Barraza responded we do not have the manpower to handle this so it may need to be contracted out which will be expensive. This will need to be done a section at a time. We need to educate our residents regarding the ordinance.

Trustee Garcia asked if there is a proper way to dispose of the yucca plant which is the state plant.

Mayor Barraza responded she will investigate that. She is willing to work with Mr. Taylor, but the trees need to be removed.

Trustee Johnson-Burick stated people should be given the opportunity to take responsibility with possibly a signed document. If they do not adhere to that the town will step in at a cost. She reiterated this is a safety issue.

b) Discussion regarding Codes Enforcement and Animal Control positions. – Nora L. Barraza, Mayor.

Mayor Barraza stated we have an employee that is the Community Service Officer (CSO) and does Animal Control. In Community Development we have an employee that is currently doing codes. She would like to combine Animal Control and Codes positions. The employee that is currently doing codes will be reduced to 32 hours a week; the funding will be moved to cover the salary for the new Codes employee.

Mayor Barraza asked Marshal Lerma to explain how this will be handled.

Marshal Lerma responded a schedule will need to be developed that is conducive to him meeting the needs of these positions as we do not have the funds to hire extra staff. If we do not do something this will go untasked and we will stay Status Quo. If we do not try it, we will not know if this is going to work.

Marshal Lerma responded how do we ask an employee to perform three different tasks without compensation. Many issues could develop such as the motivation to complete tasks creating other issues.

Trustee Johnson-Burick stated an employee with additional duties needs to be compensated appropriately. There needs to be a job description that encompasses all duties.

Mayor Barraza asked if Trustee Johnson-Burick wants one job description encompassing all the positions.

Trustee Johnson-Burick responded if that is direction the Mayor and the Marshal want to go. She understands this to be long term.

Mayor Barraza responded hiring a part time person to do perform this duty will cost more with benefits and we do not have the funds to that.

Trustee Johnson-Burick recommends working on job descriptions and ensure we are compensating appropriately.

Mayor Barraza responded there will not be an increase in the budget.

Trustee Johnson-Burick responded this will be done internally.

Mayor Pro Tem Arzabal stated he agrees the position should get paid for the extra duties.

Mayor Pro Tem Arzabal stated he wants a report every month if we go forward with this. He does not want this swept under the rug.

Trustee Garcia asked for clarification on the process that will be followed.

Mayor Barraza responded we will advertise internally only. Additional duties will be added to the CSO and removing duties from another employee.

Trustee Johnson-Burick stated all job descriptions involved will also need to be revised.

- c) **RESOLUTION 2020-12:** a resolution authorizing participation in the Local Government Road Fund Program and Request for match Waiver administered by New Mexico Department of Transportation—**Rod McGillivray, Public Works Director.**

Ms. Stoechner-Hernandez stated this is a resolution authorizing participation and a request for a match waiver. The total project cost for Calle de Picacho, Los Arenales and Camino Castillo is \$40,000 making our match \$10,000 and NMDOT's \$30,000. If we are awarded the match waiver Department of Transportation would cover the full \$40,000.

Motion: To approve Resolution 2020-12: a resolution authorizing participation in the Local Government Road Fund program and Request for match Waiver administered by New Mexico Department of Transportation, Moved by Mayor Pro Tem Arzabal, Seconded by Trustee Garcia.

Roll Call Vote: Motion passed (summary: Yes =4).

Mayor Pro Tem Arzabal Yes

Trustee Caro Yes

Trustee Garcia Yes

Trustee Johnson-Burick Yes

Mayor Barraza allowed public comment from Mr. Taylor due to technicalities of not hearing him during item 6(a).

Mr. Taylor stated he has invested a lot of money in restoring the house and the trees make up some of that character. There is a need to remove the incline, which leads to removing the tree. He was the one who communicated to the town that it was their right of way and encourages the board to review his letter.

***STAFF REPORTS:**

Community Development
Community Programs

Finance Department
Fire Department
Marshal's Department
Public Works Department

7. BOARD OF TRUSTEE COMMITTEE REPORTS

Trustee Johnson-Burick: MPO Special Meeting July 15th at 8:30 a.m.- approval of Mobility 2045 Resolution. Mr. McGillivray is working with agencies on other projects.

Mayor Barraza asked if she had contacted Andrew with regards to providing information that can be placed on our website.

Ms. Stoechner-Hernandez stated she reached out to Andrew after our last meeting.

Trustee Garcia: MPO meeting July 15th; NMML Resolution meetings July 15th & 16th, conflict on the 15th with the MPO Meeting.

Mayor Barraza stated she will get back to her to see which one she will attend. She asked what committee Ms. Stoechner-Hernandez was on.

Ms. Stoechner-Hernandez responded she is on the Finance, Intergovernmental Relations & Taxation (FIRT) Policy Committee.

Trustee Caro: Water and Energy Resolutions meeting July 16th at 10:00 a.m. Co-Chairman with Ms. Romero

Mayor Barraza: NMML Mayor Caucus (weekly updates); OEM (weekly updates); SSCOG meeting on Friday; MPO July 15th; Public Safety meeting on Tuesday; RTD meeting next week.

8. BOARD OF TRUSTEE/STAFF COMMENTS

Ms. Sellers reviewed Summer Rec and Mercado. She stated Mercado is going well, observing social distancing, making sanitizer available and the wearing of masks. Summer Recreation first session went well; second session opened today.

Trustee Johnson-Burick gave Kudos to Ms. Stoechner-Hernandez and Ms. Maya for all they have done. She appreciates Ms. Sellers communication with the merchants and board. The Firework display was great. Thanked Public Safety for keeping them safe. Mr. McGillivray and Public Work staff for all their hard work; the plaza and parks are looking great.

Trustee Garcia thanked all staff and the Mayor for all they do.

Mayor Barraza stated restaurants will be closing indoor eating. We are working with our restaurants who are wanting to close off streets to set up outdoor dining. She will be visiting with the Fire Chief to discuss this further to help our restaurants. One idea presented was to open the plaza for their use. There is a possibility of more shutdowns. Marshal Lerma was able to purchase Body Cams for the officers which are mandatory 90 days from when the bill was signed through Capital Outlay funding. The bigger expense will be for the storage of information. We will bring forth policies to discuss how they will be address for legal purposes. She has been working with the Health Department and the governor's office on getting a testing site in Mesilla. She also has had residents call her pleading for a testing site as they do not want to go into Las Cruces. If we do not hear back, she will continue to call the governor's office. We started a new fiscal year; she is going to be very diligent with regards to spending. These first few months spending will be kept to bare necessities to keep the town functioning.

9. ADJOURNMENT

The Town of Mesilla Trustees unanimously agreed to adjourn the meeting. (Summary: Yes-3)

MEETING ADJOURNED AT 7:30 P.M.

APPROVED THIS 27th DAY OF JULY, 2020.

Nora L. Barraza
Mayor

ATTEST:

Cynthia Stoeher-Hernandez
Town Clerk/Treasurer

Draft

BOT ACTION FORM
ZONING PERMIT 061075
[PZHAC REVIEW –7/20/2023]

Item:

Case 061075 – 2782 Calle de San Albino, submitted by John Wright; a request for a zoning permit to allow the installation of an in-ground swimming pool and spa in an enclosed court-yard on a residential property at this address. Zoned: Historical Residential (HR)

Staff Analysis:

The applicant would like to install a 15 foot by 12 foot in-ground pool and 6 foot by 6 foot attached spa in an enclosed court-yard that is part of a dwelling at this address. The proposed pool, which will have an automatic safety cover, will be at least 5 feet from the windows of the structure, and 4 feet from a covered patio in the court-yard. The construction of the pool will be part of the renovation of the structure that was approved by the PZHAC and the BOT late last year (Permit 060957 approved by the PZHAC 9/16/19 and the BOT 9/23/19). The pool cannot be seen from outside the wall enclosing the dwelling. There will not be any new structures built in conjunction with the pool, nor will there be any structural changes to the existing dwelling associated with the proposed pool. Other properties in the area, as well as through-out Town, have pools, and the proposed pool will not be out of character with these properties.

The pool will need to meet CID requirements for in-ground pools, including setbacks and security requirements.

Estimated Cost: @ \$43,200.00

Consistency with the Code:

A site plan of the pool is attached, as well as photos of the subject property. Since the pool is in a Historic zoning district, the following section of the Code applies:

18.33.080 Historical appropriateness permit.

A. Identification. A permit for a certificate of historical appropriateness shall be required before any of the following actions or work is undertaken: new construction, exterior alteration, demolition or removal. All work or acts of new construction or exterior alteration requiring a permit for a certificate of appropriateness shall comply with the design criteria established by the precedent styles within the development zone of the proposed work.

The PZHAC will also need to determine that the request, as submitted, is consistent with the all other sections of the **Building and Zoning Codes** that may be applied to this project.

Findings:

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of installing an in-ground pool in the enclosed court-yard of a dwelling at this address.
- The PZHAC has determined that the proposed pool meets all applicable Code requirements.

PZHAC ACTION:

The PZHAC determined that proposed pool would not be out of character with the historic requirements of the Code and voted 5 – 0 to recommend APPROVAL of this request to the BOT

BOT OPTIONS:

1. Approve the application as recommended by the PZHAC.
2. Approve the application with conditions.
3. Reject the application.

BOT ACTION:

Doña Ana County, NM

General Reference Maps

2014 Aerial | Addresses | County Address Points

Select Search Type: Account Number ▾ Er

Maps

Legend

Map Themes

Parcels
UDC Zoning
Roads and Transportation
NM House Districts
NM Senate Districts
County Commission Districts
City Council Districts
Median Household Income
General Land Ownership

Account Number: [R0400652](#)
Parcel Number: 4006138315007
Owner: WRIGHT JOHN
Mail Address: PO BOX 566
Subdivision:
Property Address: 2782 CALLE DE
SAN ALBINO
Acres: 0

CASE: 061075



PHOTO OF THE SOUTH SIDE OF THE SUBJECT PROPERTY FROM CALLE DE SANTA ANA

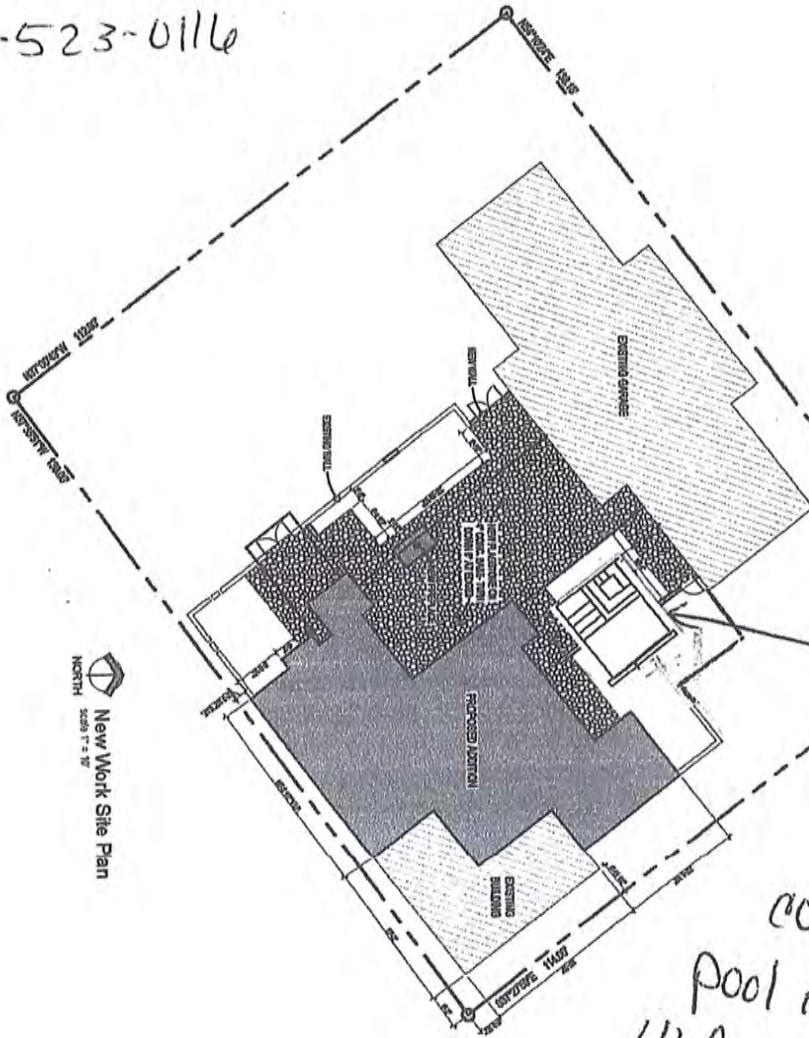
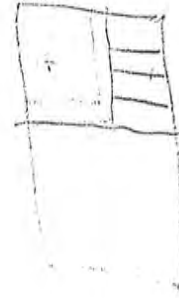


PHOTO OF THE EAST SIDE OF THE SUBJECT PROPERTY FROM CALLE DE SAN ALBINO



Owner: John Wright
 Builder: Dolphin Pools
 4629 Forest Park
 Las Cruces, NM 88007

575-523-0116



12x15 Pool
 w/ Built in
 6x6 spa
 w/ Automatic
 safety UL certified
 cover
 Pool is 5' from windows
 4' from
 covered
 patio

GENERAL NOTES
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL ENERGY EFFICIENCY CODE (IECC).
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTION.
 3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL JURISDICTION.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 5. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO ANY EXCAVATION WORK.
 6. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES NOT TO BE REMOVED.
 7. ALL DEMOLITION WORK SHALL BE COMPLETED PRIOR TO THE START OF NEW CONSTRUCTION.
 8. THE CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.
 9. ALL WASTE MATERIALS SHALL BE PROPERLY DISPOSED AT AN APPROVED LOCATION.
 10. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

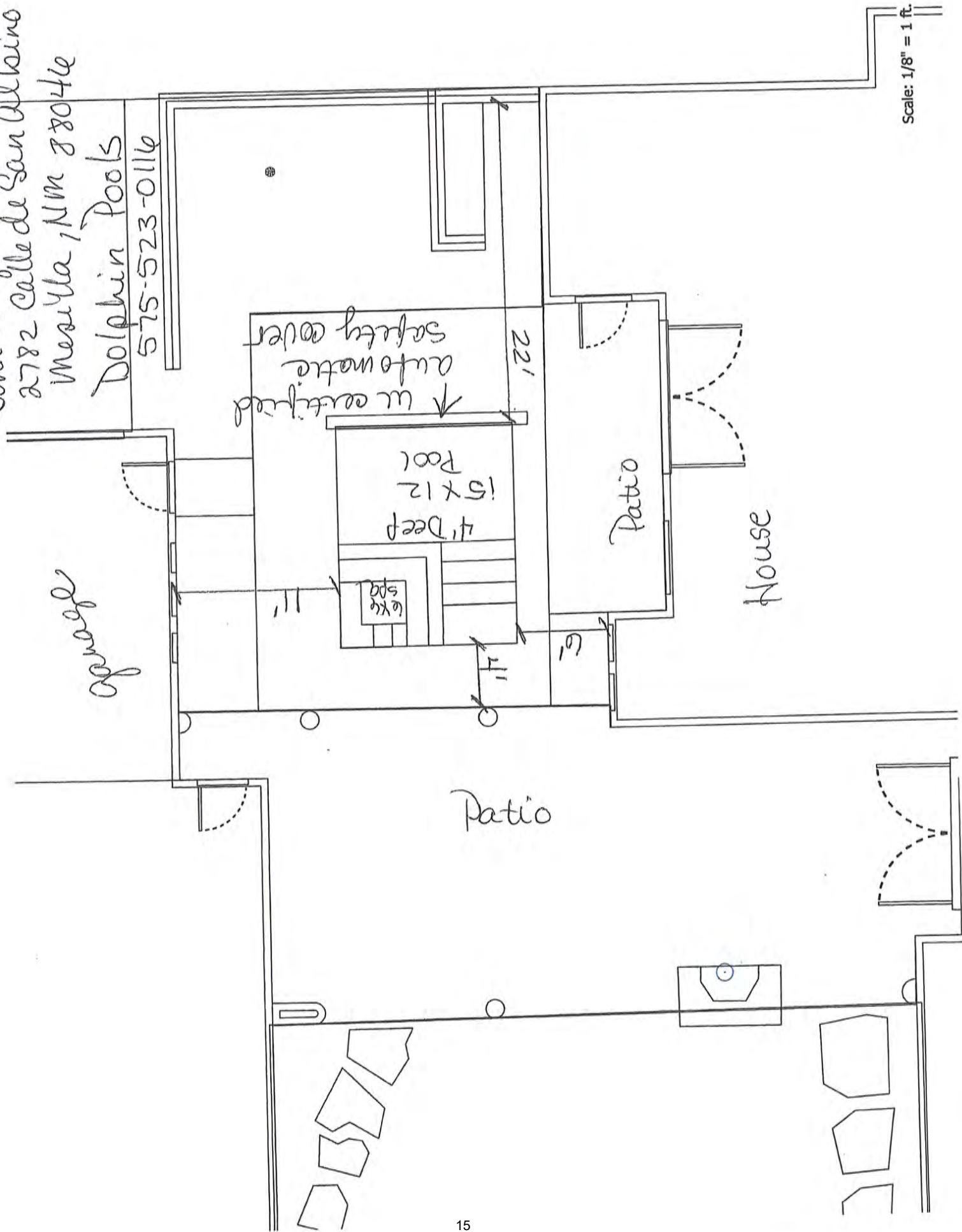
AS1.0
 New Work
 Site Plan

WRIGHT RESIDENCE REMODEL
 2782 Calle de San Albino
 Mesilla, NM
 March 7, 2020

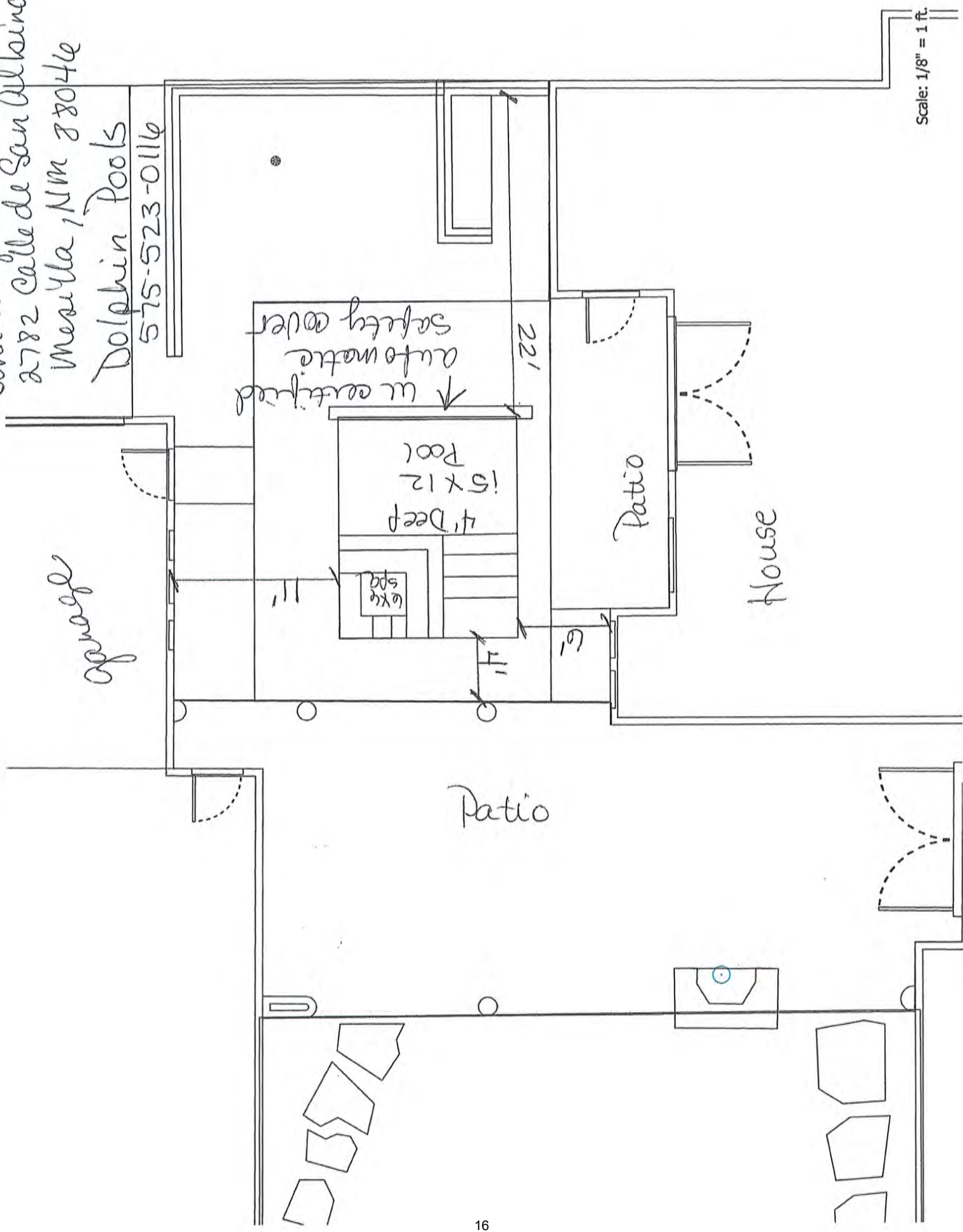
NO.	REVISION	DATE
1	ISSUED FOR PERMITS	03/07/2020
2	REVISIONS	
3	REVISIONS	
4	REVISIONS	
5	REVISIONS	

John Wright
2782 Calle de San Albino
Mesilla, NM 88046
Dolphin Pools
575-523-0116

Scale: 1/8" = 1 ft.



John Wright
2782 Calle de San Albino
Mesilla, NM 88046
Dolphin Pools
575-523-0116



Scale: 1/8" = 1 ft.



BENEFITS | PRODUCTS | RESOURCES | REPLACE MY COVER

Safety Certifications

COVER-POOLS / SAFETY CERTIFICATIONS
 | REQUEST A DEALER | FOR POOL PRO



Cover-Pools pool covers are independently certified to exceed the requirements of the American S safety standards for pool covers.

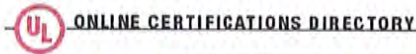


Cover-Pools pool covers are UL listed (U.L. file E52841) for A.S.T.M. safety, US electrical, and Can:

- Covers for Swimming Pools and Spas (fabric, tracks, etc) (WBAH.E52841)
- Swimming Pool and Spa Cover Operators, Electric (WDDJ.E52841)
- Swimming Pool and Spa Cover Operators, Electric Certified for Canada (WDDJ7.E52841)

<https://www.coverpools.com/safety-certifications/>

11/21/2018



**IMPROVED CERTIFICATIONS
SEARCH TOOL. REGISTER NOW!**

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**WBAH.E52841
Covers for Swimming Pools and Spas**

[Page Bottom](#)

Covers for Swimming Pools and Spas

[See General Information for Covers for Swimming Pools and Spas](#)

COVER-POOLS INC

E52841

2580 S Decker Lake Blvd, Suite 300
West Valley, UT 84119 USA

Manual safety covers, Classified in Accordance with ASTM F1346-91, Model(s) Step Saver

Manual safety covers, limit switches for use with Save-T Cover II Gear Motors, Dayton 9Z255, 9Z262, or 9Z594., Model(s) 51994

Manual safety covers, wireless controls for use with Motorized Swimming Pool Cover Operator, and Power Safety Cover, Models Save-T Cover II, SAVE-T 3, and Autosave Spa Cover., Model(s) CoverLink

Power safety covers, Classified in Accordance with ASTM F1346-91, Model(s) Autosave Spa Cover, SAVE-T 3, Save-T Cover II, SAVE-T4

[Last Updated](#) on 2018-11-02

[Questions?](#)

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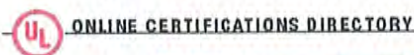
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[Swimming Pool and Spa Equipment] Covers for Swimming Pools and Spas

[See General Information for Swimming Pool and Spa Equipment](#)

USE AND INSTALLATION

This category covers manual and power safety covers intended for use with swimming pools, spas and hot tubs, as well as covers of other than the safety type, as defined in ASTM F1346, "Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs."

The ability of the manual or power safety cover to perform its intended function is dependent upon proper installation. Installation should be performed by a qualified installer using the manufacturer's instructions. Authorities Having Jurisdiction should be consulted before installation.

PRODUCT TYPES

Manual Safety Covers — A manual safety cover is a barrier that is manually placed over the water. It is intended to impede access to the contained body of water. It is provided with a means for removing significant levels of collected surface water.

Power Safety Covers — A power safety cover is a barrier that can be placed over the water area and removed with a motorized mechanism. It is intended to impede access to the contained body of water. It is provided with a means for removing significant levels of collected surface water. A power safety cover includes an operator that is covered under Swimming Pool and Spa Cover Operators, Electric (WDD1).

Other Covers — A cover of other than the safety type, such as an energy conservation or a solar energy cover, is a cover that has been investigated in accordance with only the materials, manufacture and labeling requirements of ASTM F1346. Covers of this type are not intended to impede access to the contained body of water. Such covers are marked "This Is Not A Safety Cover."

PRODUCT IDENTITY

One of the following product identities appears on the product:

Manual Safety Cover

Pool Cover

Power Safety Cover

ADDITIONAL INFORMATION

For additional information, see Electrical Equipment for Use in Ordinary Locations (AALZ) and Plumbing and Associated Products (AAPD).

REQUIREMENTS

The basic standard used to investigate products in this category is ASTM F1346, "Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs."

UL MARK

The Certification Mark of UL on the product is the only method provided by UL to identify products manufactured under its Certification and Follow-Up Service. The Certification Mark for these products includes the UL symbol, the words "CERTIFIED" and "SAFETY," the geographic identifier(s), and a file number.

Additional Certification Markings

Products covered under this category are additionally marked with the following information:

ASTM F1346-[issue date]

Alternate UL Mark

The Classification Mark of UL on the product is the only method provided by UL to identify products manufactured under its Classification and Follow-Up Service. The Classification Mark for these products includes the UL symbol, the word "CLASSIFIED" above the UL symbol (as illustrated in the Introduction of this Directory), and the following additional information:

**[PRODUCT IDENTITY*]
IN ACCORDANCE WITH ASTM F1346-[issue date]
Control No.**

*** MANUAL SAFETY COVER, POWER SAFETY COVER or POOL COVER**

UL, in performing its functions in accordance with its objectives, does not assume or undertake to discharge any responsibility of the manufacturer or any other party. UL shall not incur any obligation or liability for any loss, expense or damages, including incidental or consequential damages, arising out of or in connection with the use, interpretation of, or reliance upon this Guide Information.

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The appearance of a company's name or product in this database does not in itself assure that products so identified have been manufactured under UL's Follow-Up Service. Only those products bearing the UL Mark should be considered to be Certified and covered under UL's Follow-Up Service. Always look for the Mark on the product.

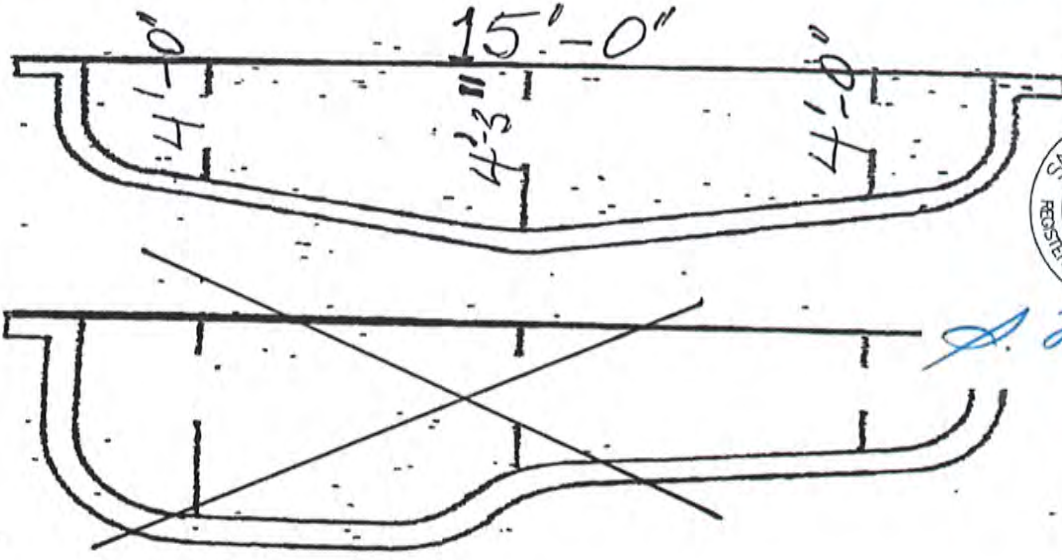
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DOLPHIN POOLS...

4629 Forest Park Drive, Las Cruces, NM 88007 575-523-0116

Buyer's Name John Wright Phone 575-644-8202
Address 2782 Calle de San Albino Price \$43,000
City Mesilla State NM Zip Code 88046
Lot _____ Block _____ Subdivision S11-mesilla



06/24/2020



S. Nunez

Pool To Comply With All City Codes.
Steel 3 - #3 Continuous Bands On Bond Beam
#3 Rebar 6" On Center At All Stress Points
#3 Rebar 12" Throughout Pool
#3 Rebar 12" ON Center, Each Way @ Pool Bowl

Pool Equip. and Deck Grounded to Pool
Rebar with #8 Bare Solid Copper Wire
Minimum 8" Thick On Walls & Floor
7 Sack 3/8" Aggregate Concrete
Hand Stacked / Shotcrete

Equipment Specifications

Skimmers 1 Main Drains 2 Pool Size 12x15x
Pump Size 1 Filter 360 Pool Capacity, M Gallons 4,000
Turn Over Rate, Hours 5
Heater 400,000 Natural Gas

**TOWN OF MESILLA
ZONING APPROVAL**

OFFICIAL USE ONLY:

Case # 061075

Fee \$ 76.50

**PERMISSION TO CONDUCT WORK
OR
OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT FROM CID**

2231 Avenida de Mesilla, P.O. Box 10, Mesilla, NM 88046 (575) 524-3262 ext. 104

CASE NO. 061075 ZONE: HR CODE: AC APPLICATION DATE: 7/14/20

John Wright

Name of Property Owner _____ Property Owner's Telephone Number _____

2782 Calle de San Albino Mesilla, NM 88046
Property Owner's Mailing Address _____ City _____ State _____ Zip Code _____

John@iceboxbrewing.com
Property Owner's E-mail Address _____

Dolphin Pools
Contractor's Name & Address (If none, indicate Self) _____

575-523-0116 NM 03-027337-00-4 GS25 92032
Contractor's Telephone Number _____ Contractor's Tax ID Number _____ Contractor's License Number _____

Address of Proposed Work: 2782 Calle de San Albino

Description of Proposed Work: Construction of In-ground Concrete Pool and Spa (12x15) with an automatic UL certified safety cover

\$43,200 John Wright 7-29-2020
Estimated Cost _____ Signature of Applicant _____ Date _____

Signature of property owner: [Signature]

With the exception of administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a zoning permit. Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.

FOR OFFICIAL USE ONLY

PZHAC Administrative Approval BOT Approved Date: _____
 Approved Date: _____ Disapproved Date: _____
 Disapproved Date: _____ Approved with Conditions
 Approved with conditions

PZHAC APPROVAL REQUIRED: YES NO BOT APPROVAL REQUIRED: YES NO

CID PERMIT/INSPECTION REQUIRED: YES NO SEE CONDITIONS

CONDITIONS: PZHAC REVIEW ; BOT APPROVAL REQUIRED
CID APPROVAL REQUIRED

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

- THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING:
1. _____ Plot plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was LEGALLY subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
 2. _____ Site Plan with dimensions and details.
 3. _____ Foundation plan with details.
 4. _____ Floor plan showing rooms, their uses and dimensions.
 5. _____ Cross section of walls
 6. _____ Roof and floor framing plan
 8. _____ Proof of legal access to the property.
 9. _____ Drainage plan.
 10. _____ Details of architectural style and color scheme (checklist included for Historical zones) – diagrams and elevations.
 11. _____ Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
 12. _____ Proof of legal access to the property.
 13. _____ Other information as necessary or required by the City Code or Community Development Department (See other side.)



RESOLUTION NO. 2020-12

A RESOLUTION PROVIDING FOR DETERMINATION OF REASONABLE NOTICE OF MEETINGS OF THE BOARD OF TRUSTEES PURSUANT TO THE OPEN MEETING ACT.

WHEREAS, Section 10-15-1 (B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to -4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative ad judicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1 (D) of the Open Meetings Act requires the Board of Trustees to determine annually what constitutes reasonable notice of its public meetings;

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees that:

1. All meetings shall be held in the Board Room of the Mesilla Town Hall located at 2231 Avenida de Mesilla at 6:00 p.m. or as indicated in the meeting notice.

2. Unless otherwise specified, regular meetings of the Board of Trustees shall be held each month on second and fourth Monday. The agenda will be available at least 72 hours prior to the meeting from the Town Clerk, whose office is located in the Town Hall.

3. The Board of Trustees, or a majority of the members, upon 72 hours' notice may call special meetings. The notice shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least 72 hours before any special meeting.

4. Emergency meetings will be called only under unforeseen circumstances, which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The Town will avoid emergency meetings whenever possible. The Mayor or a majority of the members upon twenty-four (24) hours' notice may call emergency meetings, unless threat of personal injury or property

damage require less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

5. For the purposes of regular meetings described in paragraph 2 and 5 of this resolution, notice requirements are met if notice of the date, time, place and agenda is posted in the following locations: Town Clerk's Office 2231 Avenida de Mesilla, Public Safety Building 2670 Calle de Parian, Mesilla Community Center 2251 Calle de Santiago, Shorty's Food Mart 2290 Avenida de Mesilla, Ristramn Chile Co. 2531 Avenida de Mesilla and the U.S. Post Office 2253 Calle de Parian. Agenda packets will also be posted on the town's web site at www.mesillanm.gov. The Town Clerk shall also provide mail, fax, or e-mail copies of the written notice to those broadcast stations licensed by the Federal Communications Commission and newspaper of general circulation, which have made a written request for notice of public meetings.

6. For the purpose of special meetings and emergency meetings described in paragraph 3 and 4 of this resolution, notice requirements shall be met by posting notice of the date, time, place and agenda in the following locations: Town Clerk's Office 2231 Avenida de Mesilla , Public Safety Building 2670 Calle de Parian, Mesilla Community Center 2251 Calle de Santiago, Shorty's Food Mart 2290 Avenida de Mesilla , Ristramn Chile Co. 2531 Avenida de Mesilla and the U.S. Post Office 2253 Calle de Parian. Agenda packets will also be posted on the town's web site at www.mesillanm.gov. The Town Clerk shall also provide e-mail or fax notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

7. In addition to the information specified above, all notices shall include the following language:

If you need an accommodation for a disability to enable you to fully participate in the hearing or meeting, please contact us at 524-3262 at least one (1) week prior to the meeting or as soon as possible.

8. If otherwise allowed by law or rule of the public body, a member of a public body may participate in a meeting of the public body by means of a conference telephone, video call (example: Skype or Zoom) or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting. This is according to the Open Meetings Act 10-15-1 (C).

9. The Board of Trustees may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirement under Section 10-15-1 (H) of the Open Meetings Act.

a. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Board of Trustees taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on

the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

b. If the decision to hold a closed meeting is made when the Board of Trustees is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of the law authorizing the closed meeting and the subjects to be discussed with reasonable specificity, is given to the members and to the general public.

c. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

d. Except as provided in Section 10-15-1 (H) of the Open Meetings Act, any action taken as a result of discussion in a closed meeting shall be made by vote of the Trustees in an open public meeting.

PASSED, APPROVED AND ADOPTED by the Board of Trustees at its regular meeting of **July 27, 2020**.

Nora L. Barraza
Mayor

ATTEST:

Cynthia Stoechner-Hernandez
Town Clerk-Treasurer



RESOLUTION NO. 2020-13

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

Whereas, the Board of the Town of Mesilla, Dona Ana County, State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as Project Number SAP 20-E2124-STB.

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

1. Mayor Nora L. Barraza, or successor is authorized to sign the Grant Agreement and Promissory Note for this project, and
2. Rod McGillivray, Public Works Director, or successor is the OFFICAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and Notice of Obligations (NOO)) and to act as the project contact, and
3. Cynthia Stoechner-Hernandez, Clerk/Treasurer or successor is the SIGNATORY AUTHORITY who is authorized to sign reimbursement requests only for this project.

PASSED, APPROVED, AND ADOPTED this 27th day of July 2020.

Nora L. Barraza
Mayor

ATTEST:

Cynthia Stoechner-Hernandez
Town Clerk-Treasurer

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT]
CAPITAL APPROPRIATION PROJECT
MESILLA WATER SYS BOOSTER PUMP RPLC
SAP 20-E2124-STB**

THIS AGREEMENT is made and entered into as of this [____] day of [_____], 20[___], by and between the New Mexico Environment Department hereinafter called the “Department” or “NMED”, and Town of Mesilla hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter TBD 28, Section 26, Paragraph 25, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

**SAP 20-E2124-STB (\$320,000.00) APPROPRIATION REVERSION DATE: June 30, 2024
Laws of 2020 Chapter TBD 28, Section 26, Paragraph 25, Three Hundred Twenty Thousand Dollars (\$320,000.00):**

to plan, design, construct, replace, purchase and equip the water system booster pump, including demolition of the existing booster station, in Mesilla in Dona Ana county

The Grantee’s total reimbursements shall not exceed Three Hundred Twenty Thousand Dollars (\$320,000.00) minus the allocation for Art in Public Places¹, if applicable, No Dollars (\$0.00) which equals Three Hundred Twenty Thousand Dollars (\$320,000.00) (the “Adjusted Appropriation Amount”).

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

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

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

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

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

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

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

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

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

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third-Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

Please provide this information in the Resolution and Signature page; this page does NOT need to be completed.

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

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

Department: New Mexico Environment Department
Name: Paulette Ortiz
Title: Project Administrator
Address: Construction Program Bureau
NMED, Harold Runnels Building
P.O. Box 5469
Santa Fe, NM 87502

Email: paulette.ortiz@state.nm.us
Telephone: 505-670-3583

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the “Reversion Date.” Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the

Department. It shall terminate on June 30, 2024 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days’ advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

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

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

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a Third-Party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

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

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid,

selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
 - 1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 - 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 - 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
 - 1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 - 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES (Applicable only if the appropriation is funded by Severance Tax Bonds or General Obligations Bonds).

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform

Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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Authorization Page

MESILLA WATER SYS BOOSTER PUMP RPLC SAP 20-E2124-STB

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

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Designee

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information	II. Payment Computation
A. Grantee: Town of Mesilla	A. Payment Request No.
B. Address:	B. Grant Amount: \$320,000.00
	C. AIPP Amount (if Applicable): \$0.00
	D. Funds Requested to Date:
C. Phone No:	E. Amount Requested this Payment:
D. Grant No: SAP 20-E2124-STB	F. Reversion Amount (if Applicable):
E. Project Title: MESILLA WATER SYS BOOSTER PUMP RPLC	G. Grant Balance:
F. Grant Expiration Date: 6/30/2024	H. __GF __GOB __STB (attach wire if first draw)
	I. __Final Request for Payment (if Applicable)
III. Fiscal Year:	
<i>(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)</i>	
IV. <input type="checkbox"/>	Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.
V. <input type="checkbox"/>	Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.
Grantee Fiscal Officer or Fiscal Agent (if Applicable):	Grantee Representative:
Printed Name:	Printed Name:
Date:	Date:
(State Agency Use Only)	
Vendor Code	
I certify that the State Agency financial and vendor file information agree with the above submitted information.	
Division (SAP PA) Fiscal Officer/ Date:	Division (CPB) Project Manager/Date:

**SAMPLE NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: _Steven Deal

FROM: Grantee: Town of Mesilla

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 20-E2124-STB

Grant Termination Date: June 30, 2024

As the designated representative of the Department for Grant Agreement number SAP 20-E2124-STB entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following Third-Party obligation executed, in writing, by the Third-Party's authorized representative:

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

¹ Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NMED ATTACHMENT A
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
PROJECT DESCRIPTION

Name of Grantee: Town of Mesilla
Project Number: SAP 20-E2124-STB

X

X

Official Representative/Date

NMED Project Manager Approval/Date

**NMED ATTACHMENT B – NMENV TECHNICAL REQUIREMENTS
TO
STATE OF NEW MEXICO
CAPITAL APPROPRIATION FUND AGREEMENT**

REVIEW

Upon execution of the agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit a detailed project description to NMED Construction Programs Bureau prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate, approval.
- B. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to NMED for review and approval **prior to** selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If, for any one circumstance, engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to NMED for review and approval **prior to** executing the agreement/contract or using Grantee's staff. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at www.nmenv.state.nm.us/cpb/cpbtop.html.
- D. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required. If a PER or study is to be prepared, the Grantee and their consultant shall meet with NMED before starting any work for a "scoping" meeting to fully discuss the scope and extent of the PER. The consultant shall present their preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to NMED for review and approval before preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.
- E. Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, study, or waiver of the report requirement has been received.
- F. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda for this project (prepared by a registered New Mexico Professional Engineer) to NMED for review and approval **before** the project is advertised for construction bids.

- G. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review **prior to** advertising for construction. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor. The Grantee must submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to NMED for review and approval **prior to** awarding the contract. Grantee shall not award the contract until NMED has concurred in writing with the award. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), will be used for awarding construction contracts. Contracts will be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- H. Following NMED approval of the proposed award, the Grantee will submit the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed to NMED for review. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- I. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference with a copy to NMED. The Grantee will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval **prior to** implementation of such modification or change. The decision by NMED will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by NMED and followed by a written confirmation to the Grantee.
- J. The Grantee will provide a full-time construction inspector during construction of the project. The Grantee will be required to submit the inspector's résumé to NMED for review and approval. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- K. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans, but will be a general NMED review as described in Article 2 below.
- L. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- M. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee will assure NMED that the existing population will connect to the collection system or distribution system within reasonable time after project completion. This will be accomplished by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.
- N. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

NMED OVERSIGHT

NMED inspection, review and approval are only for purposes of compliance with applicable state grant requirements, procedures, statutes and regulations. NMED approval will not be interpreted as any warranty or guarantee of any kind. Approval of plans and design of the project means only that plans are complete and in compliance with applicable state grant requirements, procedures and regulations. NMED will bring to the Grantee's attention, any obvious defects in the project's design, materials or workmanship, but all such defects and their correction will be the responsibility of the Grantee and its contractors and consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants will remain responsible for the completion and success of the project. Approval does not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

CLOSEOUT

- O. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and NMED.
- P. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by NMED of the PER, study, or plans and specifications. Payments do not constitute approval of any of these documents.
- Q. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title and appraisal reports for used equipment.
- R. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
 - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
 - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
 - iii. A certificate of substantial completion including punch list items;
 - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED for final review and approval;
 - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;
 - vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
 - vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish

receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets including all payments made by the Grantee may be requested with the final reimbursement request and before the final reimbursement request can be processed by NMED.

With the exception of easements (See Article 1.G above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED **prior to** the acquisition of any real property. After real property acquisition, the Grantee will make available to NMED all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement.

NMED Attachment C
NMED Contact Information Sheet
Project Number SAP 20-E2124-STB
Grantee Town of Mesilla

Project Manager: Steven Deal
Project Manager Address: 2301 Entrada del Sol
Las Cruces, NM 88001
Phone: 505-670-2926
Email: steven.deal@state.nm.us

Project Administration: Paulette Ortiz
Project Admin Address: 1190 St. Francis Drive S-2072
Santa Fe, NM 87502
Phone: 505-670-3583
Email: paulette.ortiz@state.nm.us

For General Assistance, please call 505-827-2806 and ask for “Special Appropriations” or email:
NMENV-cpbsap@state.nm.us

NMED ATTACHMENT D DISBURSEMENT REQUEST
SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY		C. DISBURSEMENT REQUEST NUMBER
B. PROJECT NUMBER		D. GRANT AMOUNT

	PREVIOUS EXPENDITURES			CURRENT EXPENDITURES			CUMULATIVE			FUNDS REMAINING		
	NMED PROGRAM	OTHER FUNDS	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	
Engineer Fees										\$ -	\$ -	
Other Professional										\$ -	\$ -	
Service Fees										\$ -	\$ -	
Inspection Fees										\$ -	\$ -	
Property Acquisition										\$ -	\$ -	
Construction Cost										\$ -	\$ -	
Planning Cost										\$ -	\$ -	
Equipment										\$ -	\$ -	
Other Costs (specify)										\$ -	\$ -	
Contingencies										\$ -	\$ -	
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Article IX.A. (ii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.

Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Signature of Authorized Official:	Typed or Printed Name:	Phone:	Date:
X			

NMED Attachment E
New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
Project SAP 20-E2124-STB
Grantee Town of Mesilla
Payment Request No _____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

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

Resolution Number

Whereas, the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as Project Number SAP

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

Name, Mayor/ Chairperson / Director / Officer, or successor is authorized to sign the Grant Agreement and Promissory Note for this project, and

Authorized Officer Name, Authorized Officer Title, or successor is the OFFICAL REPRESENTATIVES or ALTERNATE OFFICAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and Notice of Obligations (NOO)) and to act as the project contact (*may have more than one*), and

Name of Authorized Agent or Employee, Title, or successor is the SIGNATORY AUTHORITY who is authorized to sign reimbursement requests only for this project. (*optional*)

PASSED, APPROVED, AND ADOPTED: _____.

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

(Signature)

Date

(SEAL)

ATTEST:

(Municipal Clerk)

Name of Borrower: Town of Mesilla **Project Number:** _____

Current Authorized Signatures (submit with Signature Resolution; update when necessary)

Authorized to Sign Grant Agreement			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
All Other Documents			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Disbursements Only			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	



RESOLUTION NO. 2020-14

A RESOLUTION APPROVING THE 2019/2020 FISCAL YEAR END FINANCIAL REPORT FOR THE TOWN OF MESILLA

WHEREAS, the Board of Trustees of the Town of Mesilla, New Mexico, has reviewed the FY 2019/2020 year-end Financial Report; and

WHEREAS, said year-end report was based on the unaudited (reconciled) balances and established the beginning cash balances as of July 1, 2020; and

NOW, THEREFORE BE IT RESOLVED THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA, NEW MEXICO:

1. The accompanying FY 2019/2020 year-end report will be approved for the Town of Mesilla and respectfully request approval by the Local Government Division of the New Mexico State Department of Finance and Administration.

PASSED, APPROVED AND ADOPTED by the Board of Trustees at its regular meeting of **July 27, 2020.**

Nora L. Barraza
Mayor

ATTEST:

Cynthia Stoechner-Hernandez
Town Clerk-Treasurer



Town of Mesilla, New Mexico

RESOLUTION NO. 2020-15

A RESOLUTION BY THE BOARD OF TRUSTEES FOR BUDGET ADJUSTMENTS

WHEREAS, since the development of the Town of Mesilla budget for fiscal year 2019/2020, the Town has had various revenue and expense increases; and

WHEREAS, budget adjustments are necessary to account for increased revenue and zero out certain expenditure line items in various departments that are over budget; and

WHEREAS, review of FY 2019/2020 revenues and expenditures in various funds exceeded the original approved budget amount; and

WHEREAS, attachment 'A' provides a list of all funds/departments affected by these budget adjustments; and

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mesilla, which hereby requests permission from the Department of Finance and Administration, Local Government Division, to allow budget adjustments as attached:

PASSED, ADOPTED AND APPROVED on this 27th day of July 2020.

Nora L. Barraza
Mayor

ATTEST:

Cynthia Stohner-Hernandez
Town Clerk-Treasurer

RESOLUTION NO. 2020-15

ATTACHMENT A

- | | |
|--|------------------------|
| 1. Increase in Expenditures in Wastewater Services Fund from Reason: additional line cleaning. | \$242,060 to \$242,080 |
| 2. Increase in Taxes- State in General Fund Revenues from Reason: more revenues received than budgeted for. | \$532,958 to \$574,138 |
| 3. Increase in Solidwaste in Enterprise Fund Revenues from Reason: more revenues received than budgeted for. | \$245,560 to \$261,323 |



RESOLUTION NO. 2020-16

A RESOLUTION ADOPTING THE 2020-2021 FISCAL YEAR REVENUE AND EXPENDITURES BUDGET FOR THE TOWN OF MESILLA

- WHEREAS,** the Board of Trustees of the Town of Mesilla, New Mexico, has developed a budget for fiscal year 2020-2021; and
- WHEREAS,** said budget was developed on the basis of need and through cooperation between elected officials and department supervisors; and
- WHEREAS,** the official meeting for the review of the budget was advertised in compliance with the State Open Meetings Act; and
- WHEREAS,** it is the majority opinion of this Board that the proposed budget meets the requirements as currently determined for the fiscal year 2020-2021.

NOW, THEREFORE BE IT RESOLVED THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA, NEW MEXICO:

1. The accompanying budget will be the approved budget for the 2020-2021 year for the Town of Mesilla and respectfully request approval by the Local Government Division of the New Mexico State Department of Finance and Administration.

PASSED, APPROVED AND ADOPTED by the Board of Trustees at its regular meeting of **July 27, 2020.**

Nora L. Barraza
Mayor

ATTEST:

Cynthia Stohner-Hernandez
Town Clerk-Treasurer