



THE BOARD OF TRUSTEES AND PLANNING, ZONING, AND HISTORICAL APPROPRIATENESS COMMISSION OF THE TOWN OF MESILLA WILL HOLD A JOINT WORK SESSION ON MONDAY, JANUARY 25, 2021 AT 5:00 P.M., VIA TELECONFERENCE 1-346-248-7799, MEETING ID 983-7900-0389 PASSWORD 971704.

1. **PZHAC Case 061148 w/conditions* - 2130 Calle de Picacho, submitted for Neal McMillan by Miguel Rincon of Hurlburt Construction; a request for a zoning permit to incorporate part of an existing structure into a new dwelling to be constructed at this address. Zoned: Historic Residential (HR).

THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A REGULAR MEETING ON MONDAY, JANUARY 25, 2021 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. **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 January 11, 2021.
 - b) **PZHAC Case 061151 w/ Conditions*– 2610 Calle Tercera, submitted by Samuel Kane; a request for a zoning permit to construct a rock wall around a residential property at this address. Zoned: Historic Residential (HR).
6. **OLD BUSINESS:**
 - a) **PZHAC Case 061148 w/conditions* - 2130 Calle de Picacho, submitted for Neal McMillan by Miguel Rincon of Hurlburt Construction; a request for a zoning permit to incorporate part of an existing structure into a new dwelling to be constructed at this address. Zoned: Historic Residential (HR).
7. **NEW BUSINESS:**
 - a) *For approval:* an engineering agreement with Molzen Corbin for project MES2020-02 Capital Outlay for Mesilla Water System Booster Station at Well No. 2. – **Rod McGillivray, Public Works Director.**
 - b) *For Appointment:* a Mayor Pro-Tem to serve for one year pursuant to MTC 2.15.060. - **Nora L. Barraza, Mayor.**
 - c) *For Appointment:* two representatives to serve on the Board of Adjustments for one-year terms each. - **Nora L. Barraza, Mayor.**
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. A copy of the agenda packet can be found online at www.mesillanm.gov.

Posted 1/21/2021 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.

Joint Work Session January 25, 2021

**BOT ACTION FORM
BUILDING PERMIT 061148
[PZHAC REVIEW – 12/21/20]
STAFF ANALYSIS**

(PZHAC decision was based on information presented during the Work Session)

Item:
Case 061148 - 2130 Calle de Picacho, submitted for Neal McMillan by Miguel Rincon of Hurlburt Construction; a request for a zoning permit to incorporate part of an existing structure into a new dwelling to be constructed at this address, Zoned: Historic Residential (HR)

Staff Analysis:
The proposed work was discussed in the PZHAC Work Session held prior to this meeting. (Please refer to the information provided in the write-up for this item in the Work Session.)

If it is determined that the proposed dwelling is acceptable to the Town as proposed and meets all applicable codes, or if an alternate solution is arrived at, then the request can proceed on the assumption that all requirements of the Code will be satisfied. The PZHAC should continue on to approve the request based on the Findings stated below.

If, on the other hand, it is determined that the proposed dwelling is not acceptable to the Town or does not meet all applicable codes, and no other solution can be reached, then the PZHAC should either postpone the request further until the applicant can return with a proposal that meets the standards set forth by the PZHAC; or the PZHAC should deny the request based on the request not meeting any or all of the Findings as listed.

Estimated Cost: \$300,000.00

Consistency with the Code:
The PZHAC will need to determine that the proposed dwelling will be consistent with other historic dwellings in the Town. The PZHAC will also need to determine that the request, as submitted, is consistent with all other sections of the **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 building a new dwelling at this address.
 - The PZHAC has determined that the proposed dwelling is not a violation of MTC 18-33.
 - The PZHAC has determined that the proposed dwelling meets all applicable Code requirements.

PZHAC ACTION:
The PZHAC determined that several conditions should be applied to this request to address the need for a Right-of-Entry agreement, the need to ensure that setbacks are met, and the fact that if the swimming pool is not built at this time, it should be indicated as future construction on the plans. The PZHAC voted of 5 – 0 to recommend APPROVAL of the request to the BOT with the following CONDITIONS:

- 1. A RIGHT-OF-ENTRY AGREEMENT SIGNED BY THE OTHER PROPERTY OWNER OF THE STRUCTURE WOULD BE OBTAINED BY THE APPLICANT, AND**
- 2. THE NEW DWELLING WILL HAVE SEVEN FOOT SETBACKS FROM ALL ADJACENT PROPERTY LINES, AND**
- 3. THE SWIMMING POOL SHOULD BE SHOWN ON THE PLANS AS A FUTURE CONSTRUCTION.**

- BOT OPTIONS:**
1. Approve the application as recommended by the PZHAC.
 2. Approve the application with conditions.
 3. Reject the application.

BOT ACTION:

**PZHAC WORK SESSION
DECEMBER 7, 2020
ITEM 1**

Submitted for Robert McMillan by Miguel Rincon of Hurlburt Construction; a request to discuss plans to incorporate part of an existing structure into a new dwelling at 2130 Calle de Picacho (**Case 061148**). Zoned: Historic Residential (HR)

A decision on this case was postponed at the December 7, 2020 PZHAC meeting in order to allow the applicant to address certain issues brought up with the proposed dwelling.

The property is listed in the Historic Register for the Town (see attached) and the existing building was listed in 1980 as providing a positive historical contribution to its surroundings and having local overall significance. The estimated date of construction is about 1900 and its condition in 1980 was “fair”. The structure has deteriorated substantially since that was written (see attached photos). According to the description of the building provided with the Historic Register, it appears that the building was an early duplex. (The structure currently has a property line running through it and has two owners that own separate parts of the same structure. One of the owners is the applicant for this permit.)

The applicant would like to incorporate the part of the structure that is on his property into a dwelling that he proposes to build on his property (see attached site plans and elevations).

According to the applicant, the style of the dwelling will be “Northern New Mexico” (see attached “Style Checklist”). The styles of the dwellings on surrounding properties varies (see attached photos). The height of the structure will be 15 feet in height (see attached elevation). Setbacks, aside from the existing structure, will be over seven feet all around. An in-ground pool will be located at the rear of the structure but will be mostly hidden from view by parts of the dwelling or a wall. **(This will be built at a later date after the dwelling is approved.)**

Several questions were brought up by a resident concerning the dwelling and subject property. These were:

Consistency with the Code:

The PZHAC will need to determine that the proposed dwelling will be is consistent with the following sections of the Code:

18.06.110 Review of applications within Historical and General Commercial zones – Considerations.

- A. All applications for work in the Historical zones and Commercial zone (not subject to administrative approval) shall be reviewed by the planning, zoning and historical appropriateness commission. The commission shall determine whether the request involved will be appropriate for the purposes of this title. If the request shall be determined to be inappropriate, the board shall determine whether, owing to conditions especially affecting the building or structure involved, but not affecting the historical district generally, such application may be approved without substantial detriment to the public welfare and without substantial derogation of the intent and purposes of this title.
- B. In reviewing an application, the planning, zoning and historical appropriateness commission shall consider in addition to this chapter:
 - 1. The historical and literary value and significance of the site, building, or structure;
 - 2. The general design, arrangement, texture, material and color of the features, sign or billboard involved;
 - 3. The relation of such factors to similar factors or sites, buildings and structures in the immediate surroundings;
 - 4. The appropriateness of the size and shape of the building or structure in relation to:
 - a. The land area upon which the building or structure is situated;
 - b. The landscaping and planting features proposed by the applicant; and
 - c. The neighboring sites, buildings or structures within the historical district.
 - 5. The commission shall also consider the applicable zoning and other laws of the town.

8.33.060 Development zone.

A development zone defines the immediate physical vicinity to be used to identify the historic character of a particular area and includes the predominant architectural style and design standards of existing structures together with their setting.

A. Function of the Development Zone. The function of the development zone is to provide for historically appropriate development within an existing historic district by setting standards for both new construction and alterations to existing structures.

The applicant will be present by “Zoom” at the work session and meeting to provide further details about the proposed construction, and to answer any questions that may arise.

VIEW OF THE PROPERTY FROM CALLE DE PICACHO SHOWING THE APPLICANT’S SIDE OF THE “DUPLEX”



Doña Ana County, NM

General Reference Maps

2014 Aerial | Addresses | County Address Points

Select Search Type: Account Number Enter Value:

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: [R0400191](#)
 Parcel Number: 4006137073453
 Owner: HURLBURT CONSTRUCTION LLC
 Mail Address: P.O. BOX 726
 Subdivision:
 Property Address: 2130 CALLE DE PICACHO
 Acres: 0



VIEWS OF THE REAR OF THE STRUCTURE ON THE PROPERTY



NEIGHBORING DWELLING IMMEDIATELY TO THE NORTH



OLD STORAGE STRUCTURE IMMEDIATELY TO THE SOUTH



DWELLINGS FURTHER SOUTH ON CALLE DE PICACHO



DWELLINGS IMMEDIATELY TO THE WEST ON CALLE DE LOS HUERTOS











Property Record Card

Doña Ana Assessor

**HURLBURT
CONSTRUCTION LLC**

P.O. BOX 726
MESQUITE, NM 88048

Neighborhood

S11 - MESILLA

Account: R0400191

Tax Area: 2DIN_NR - 2DIN_NR

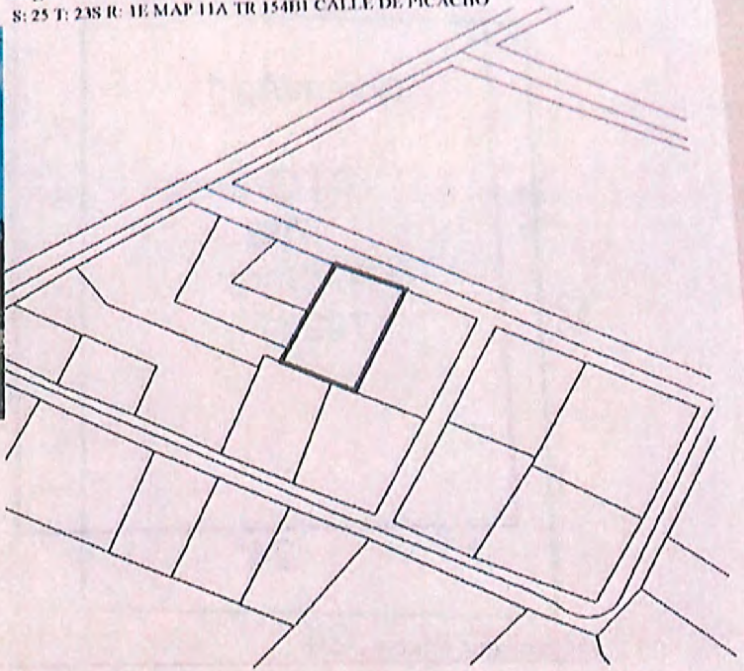
Acres: 0.000

Parcel: 4-006-137-073-453

Situs Address:
2130 CALLE DE PICACHO
Mesilla, 88046

Legal Description

S: 25 T: 23S R: 1E MAP 11A TR 154B1 CALLE DE PICACHO



Land Occurrence 1

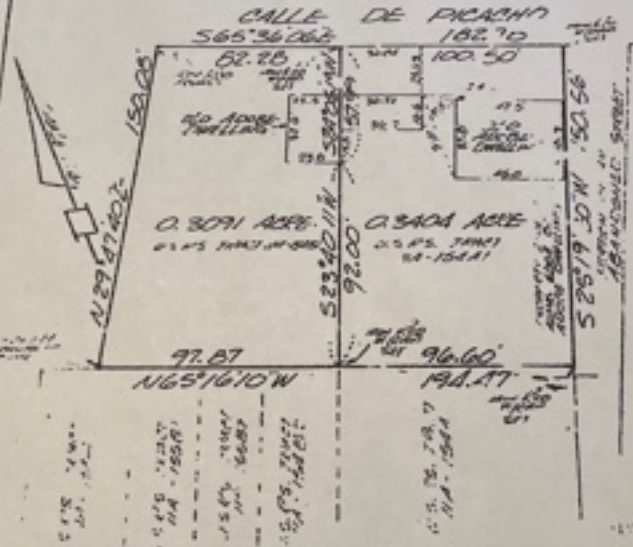
| | | | |
|---------------|-----------------------------|-----------------|-----------------|
| Property Code | 0200 - NON-RESIDENTIAL LAND | Gas | G - GAS |
| Measure | PL - PER-LOT | Sewer Type | CM - COMM-SEWER |
| Street Code | A - ASPHALT | Topography Code | L - LEVEL |
| SQFT | 13504 | Units | 1 |
| Zoning | HR - HIST-RESIDTL | | |

| SubArea | ACTUAL | EFFECTIVE | HEATED | FOOTPRINT |
|---------|--------|-----------|--------|-----------|
| Lots | | | | |
| Sq Ft | | | | |
| Total | | | | |

Commercial/Ag Occurrence 1

| | | | |
|------------------|------------------------------------|-------------------|------|
| Property Code | 0220 - NON-RESIDENTIAL IMPROVEMENT | Actual Year Built | 1955 |
| Condition | A - AVERAGE | Foundation | Y |
| Percent Complete | 100 | | |

PLAN OF SURVEY OF A 0.3091 ACRE AND 0.3404 ACRE TRACTS
 LOCATED IN SECTION 25, T.23N., R.10E., S.10E. P.M. OF THE U.S.
 AS U.S.S. TRACTS 11A-1548 AND 11A-1549
 TOWN OF MESILLA, BUA AND COUNTY, NEW MEXICO
 SCALE: 1" = 40'
 JULY 7, 1983



AUG 30 1983

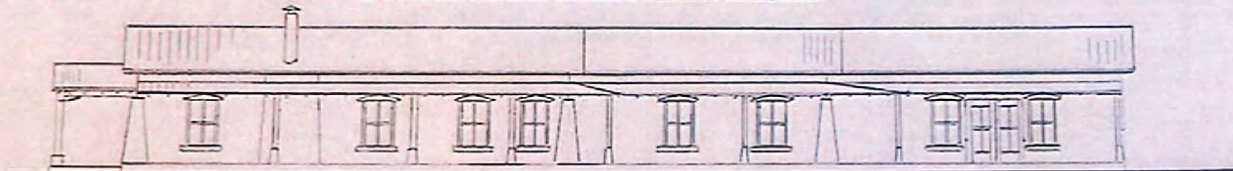


I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR
 IN THE STATE OF NEW MEXICO AND AM NOT UNDER
 DISCIPLINE BY THE BOARD OF SURVEYORS FOR ANY REASON
 AS SET FORTH IN SECTION 8-1-1 OF THE NEW MEXICO
 STATUTES.

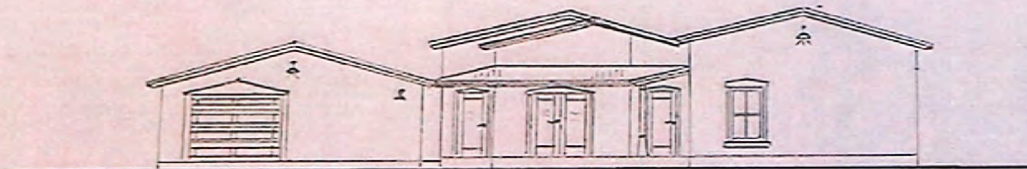
100-20-373-1
B & M Surveys, Inc.
 1000 N. 1st St.
 Mesilla Park, N.M. 88048



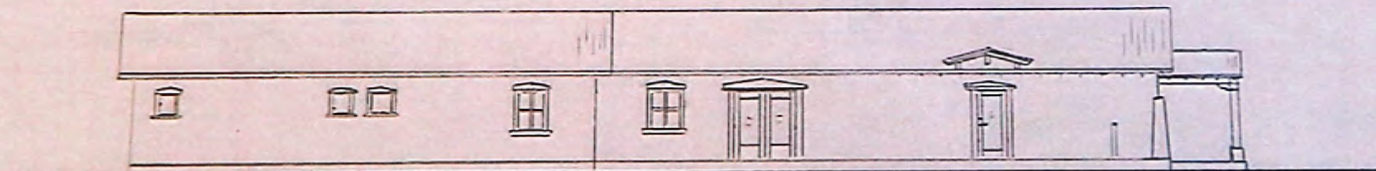
LOOKING WEST FROM CALLE DE PICHACHO



LOOKING SOUTH



LOOKING EAST



LOOKING NORTH

ELEVATIONS

MAXIMUM HGT FROM
SLAB FOUNDATION 15'
WINDOW INSET 4'

STO-PUEBLO EXTERIOR 42
WHITE TRIM, NEW STRUCTURE
EXISTING STRUCTURE MUD
PLASTER, NATURAL WOOD TRIM

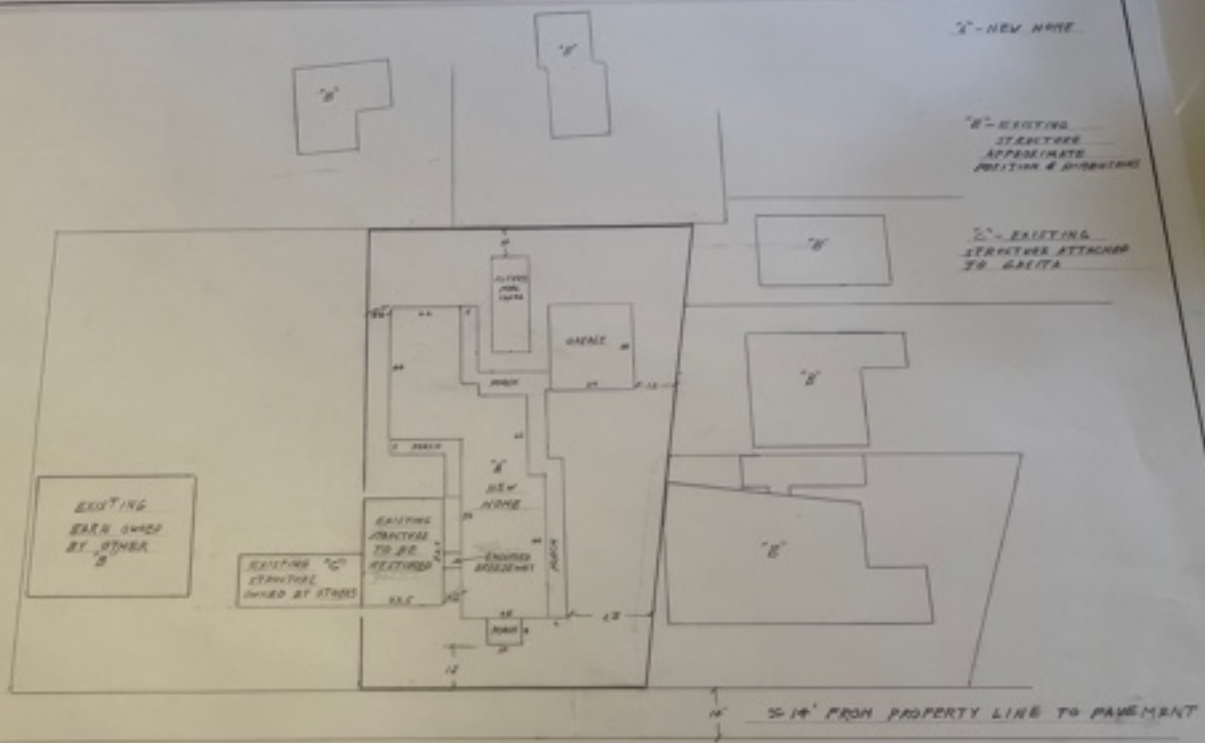
2130 CALLE DE PICHACHO

| | | |
|---------------|-------------|------------------|
| SCALE 1/8"=1' | APPROVED BY | DRAWN BY MICHAEL |
| DATE | | REVISED |
| | | DRAWING NUMBER |

N - NEW HOME

E - EXISTING
STRUCTURE
APPROXIMATE
POSITION & DIMENSIONS

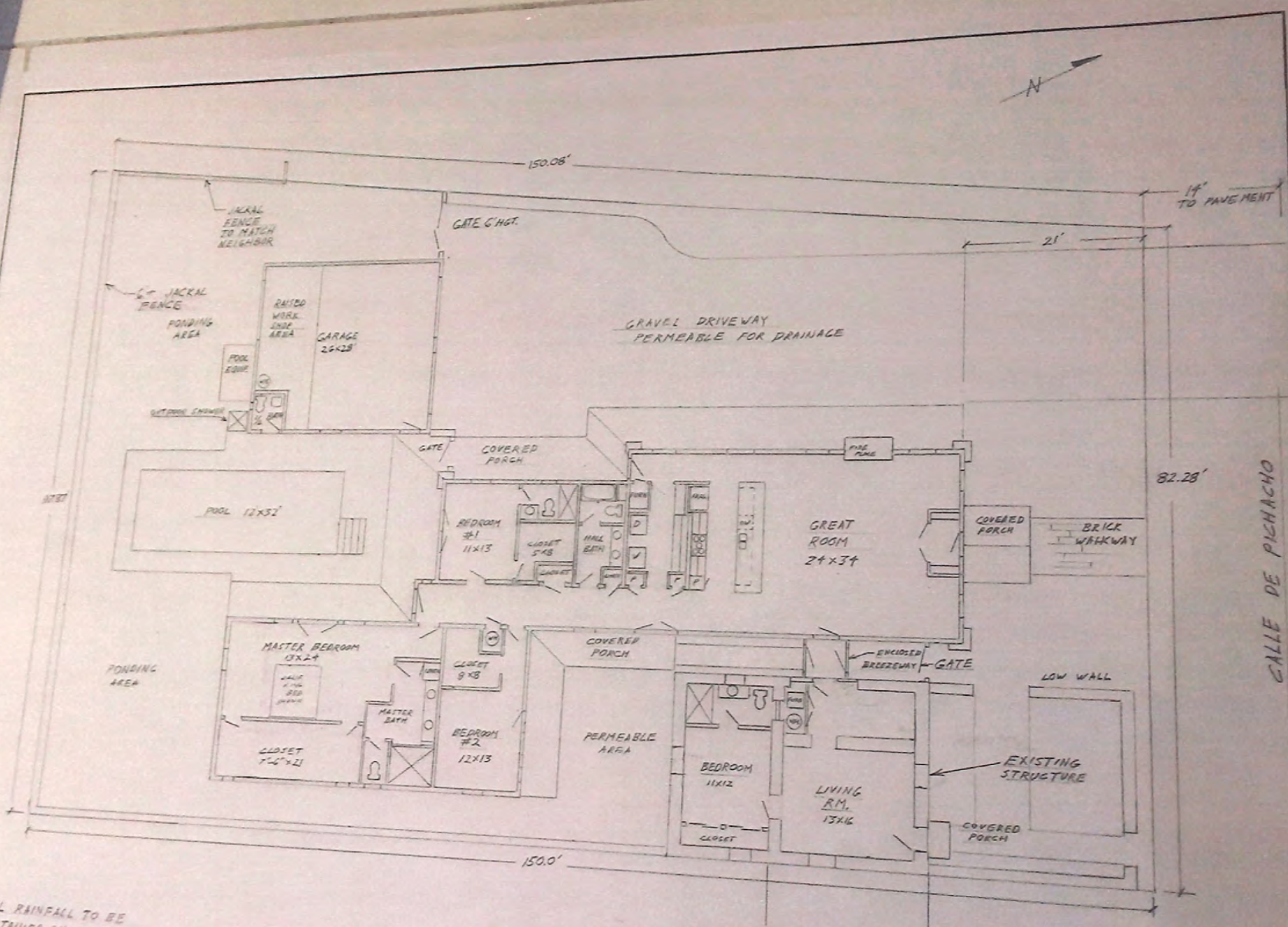
SE - EXISTING
STRUCTURE ATTACHED
TO GARAGE



CALLE DE PICACHO

CLAYSHULTE? ORCHARD

| | | |
|------------------------------|--------------|---------------------------------|
| 2130 CALLE DE PICACHO | | |
| SCALE 1"=20' | APPROVED BY: | DESIGNED BY: JEFFREY W. PERKINS |
| DATE 2/2/2020 | REVISION: | |
| SITE PLAN | | |
| DRAWN BY: JEFFREY W. PERKINS | | |



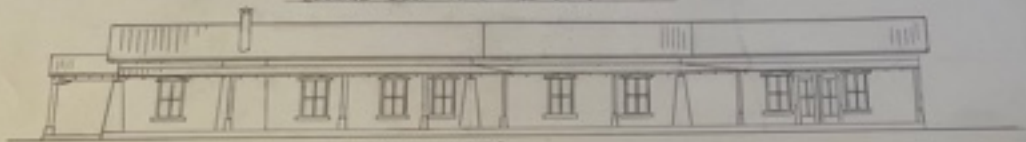
ALL RAINFALL TO BE
RETAINED ON PROPERTY

EXISTING STRUCTURE
TO BE MUD PLASTER
EXTERIOR, NEW
STRUCTURE HARD STUCCO
SMOOTH WOOD FRAMED.

| | |
|------------------------------|--------------------------|
| 2130 CALLE DE PICACHO | |
| SCALE: 1/8" = 1' | APPROVED BY: |
| DATE: 2/12/2020 | DESIGNED BY: [Signature] |
| | REVISED: |



LOOKING WEST FROM CALLE DE PICHACHO



LOOKING SOUTH



LOOKING EAST



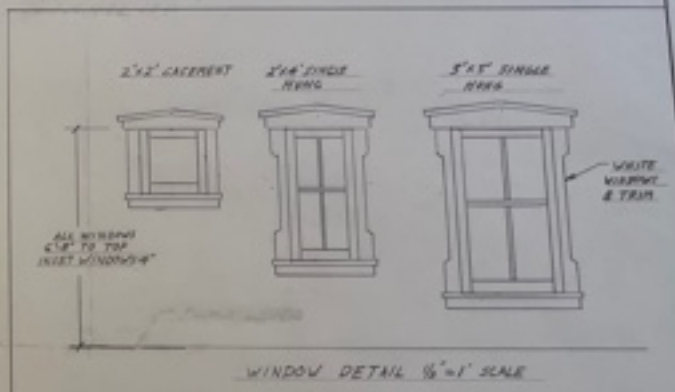
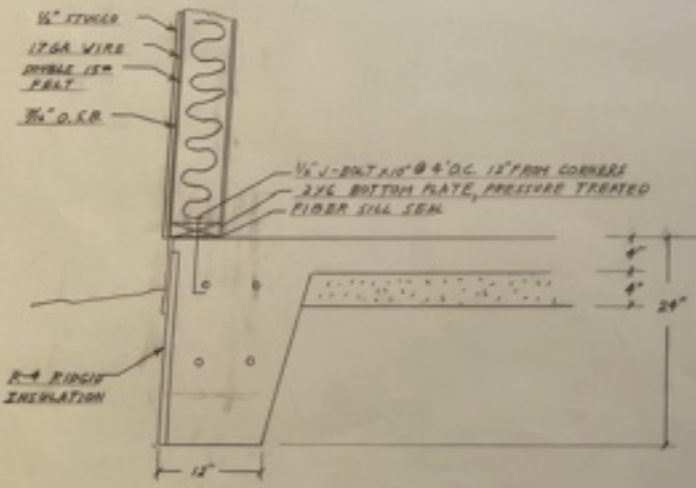
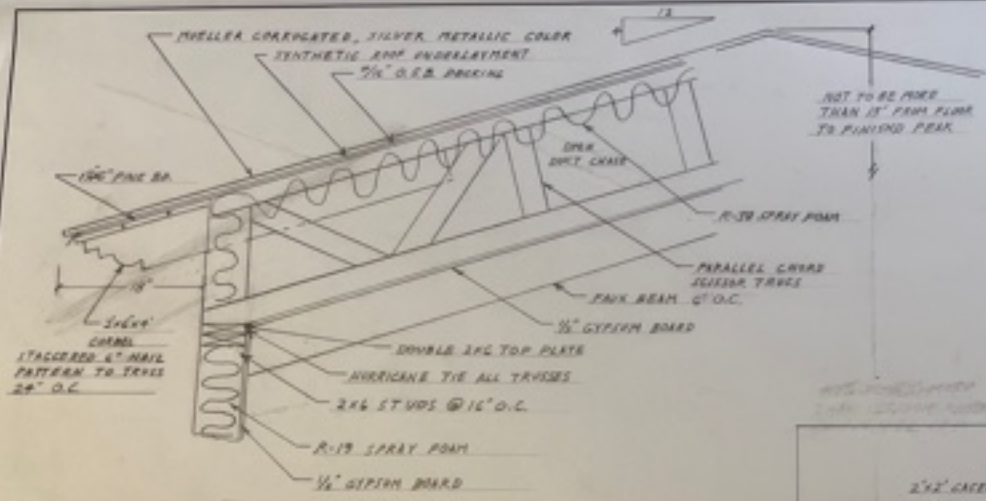
LOOKING NORTH

ELEVATIONS

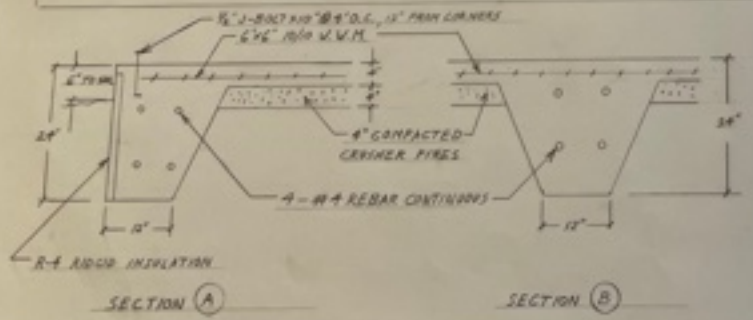
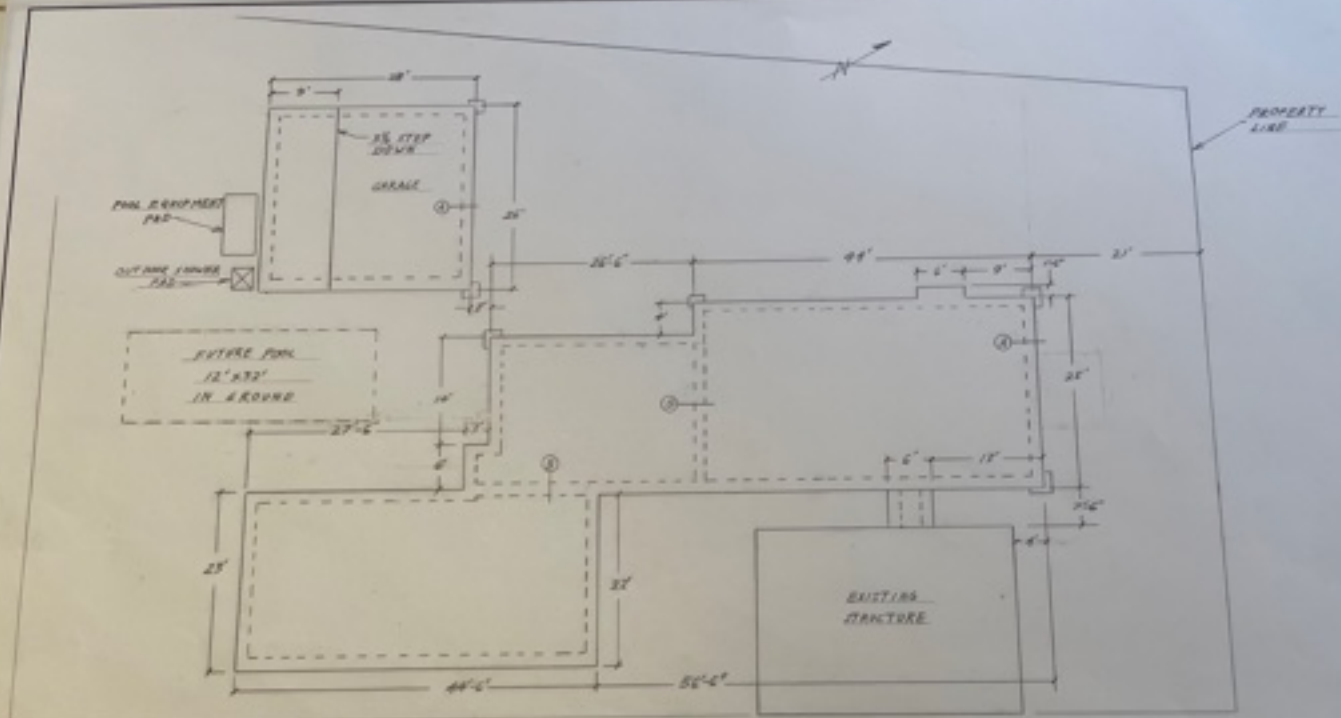
MAXIMUM HGT FROM
SLAB FOUNDATION 16'
WINDOW INSET 4'

STO-PUEBLO EXTERIOR #2
WHITE TRIM, NEW STRUCTURE
EXISTING STRUCTURE MUD
PLASTER, NATURAL WOOD TRIM

| | | |
|------------------------|--------------|----------------------------|
| 2130 CALLE DE PICHACHO | | |
| SCALE 1/8" = 1' | APPROVED BY: | DESIGNER: J. B. GILGEMAN |
| DATE 1/12/2020 | REVISION: | |
| | | CREATED BY: J. B. GILGEMAN |
| | | 2 |



| | | | |
|------------------------|-------------|------------|--|
| 2170 CALLE DE PICHACHO | | | |
| SCALE 1/8" = 1' | DESIGNED BY | CHECKED BY | |
| DATE 11/1/2011 | REVISED | REVISED | |
| TYPICAL WALL SECTION | | | |
| 5 | | | |

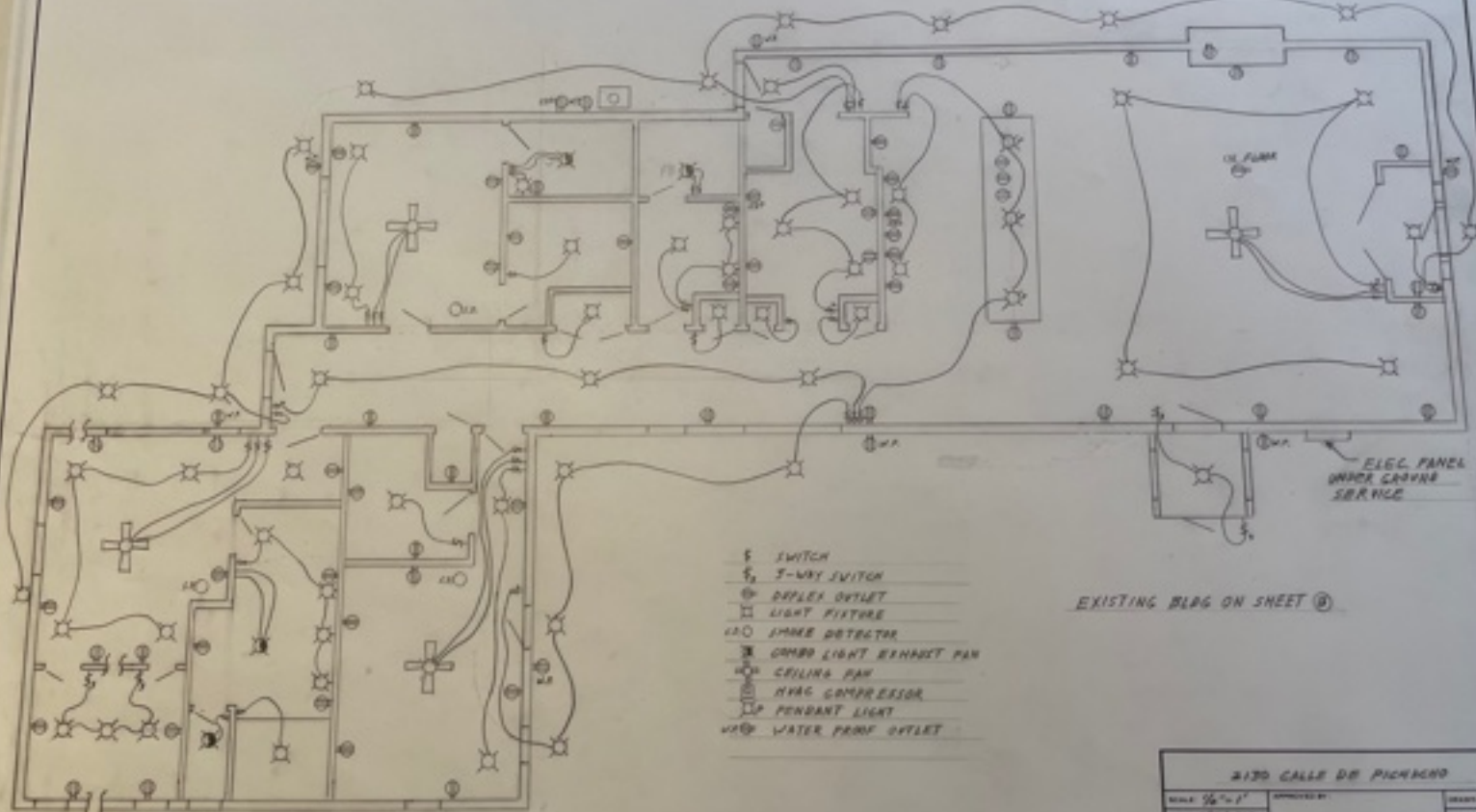


| | | |
|------------------------|--------------|---------------------|
| 2170 CALLE DE PICHACHO | | |
| DATE: 8-2-71 | APPROVED BY: | ISSUED FOR: PERMITS |
| BY: [Signature] | | REVISION: |
| FOUNDATION PLAN | | |
| | | |

GARAGE ON SHEET ②

ELECTRICAL NOTES

- ① ALL OUTLETS AT VANITIES 20" HGT.
- ② SUBSTITUTION TO SIZE PANEL & SERVICE
- ③ ALL OUTLETS IN BATH & EXTERIOR TO BE GFI
- ④ USE BARN LIGHT LED MOUNTED 1'-0" ON ALL INTERIOR CEILING LIGHTS
- ⑤ UNDERGROUND SERVICE REQUIRED



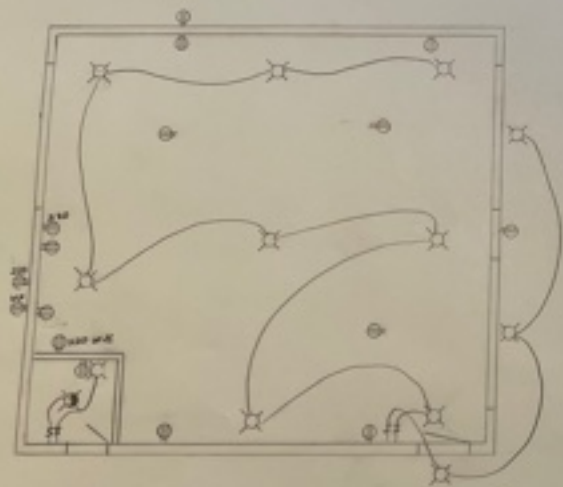
ELEC. PANEL UNDER GARAGE SERVICE

EXISTING BLDG ON SHEET ②

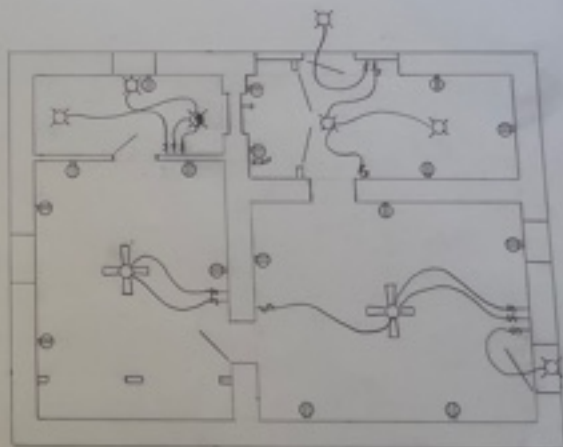
- S SWITCH
- S₃ 3-WAY SWITCH
- ⊕ DUPLEX OUTLET
- ⊙ LIGHT FIXTURE
- ⊖ JAMM DETECTOR
- ⊖ GRAB LIGHT EXHAUST FAN
- ⊖ CEILING FAN
- ⊖ HVAC COMPRESSOR
- ⊖ PENDANT LIGHT
- ⊖ WATER PROOF OUTLET

NOT TO SCALE

| | | |
|-------------------------|--------------|--------------------|
| 1120 CALLE DE PICHIKONO | | |
| SCALE 1/8" = 1' | APPROVED BY: | DESIGN FOR HERRING |
| DATE 4/18/2010 | | REVISION |
| | | |
| | | ② |



GARAGE

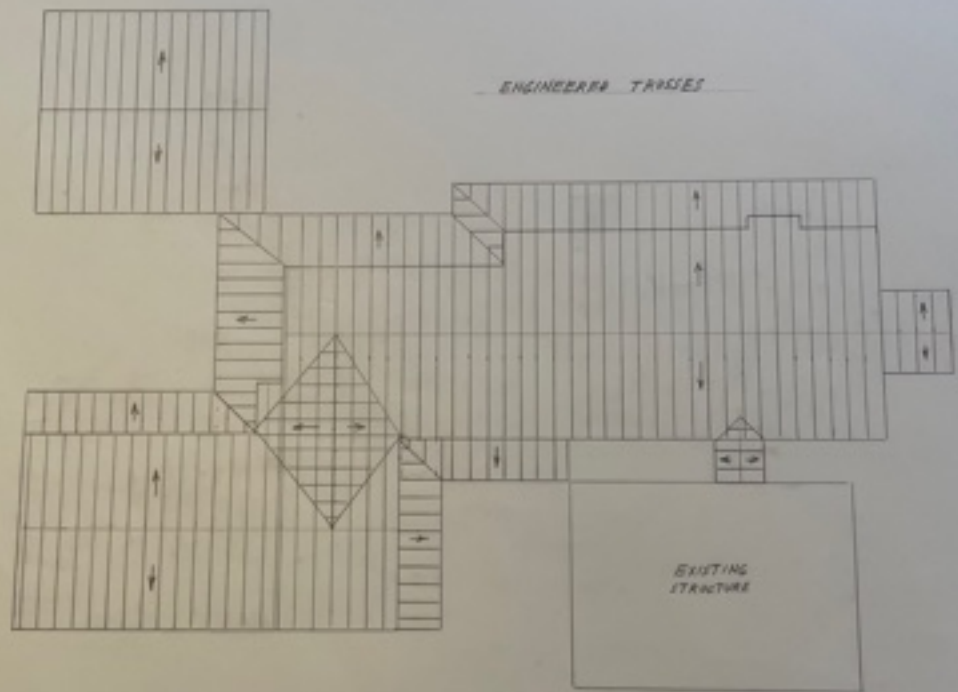


EXISTING BUILDING

SEE ELECTRICAL NOTES
ON SHEET ②

2170 CALLE DE PICHACHO

| | | | |
|--------------------|----------------|-------------|------------|
| SCALE 1/8" = 1'-0" | DATE 2/18/2008 | DESIGNED BY | CHECKED BY |
| | | | |
| | | | |

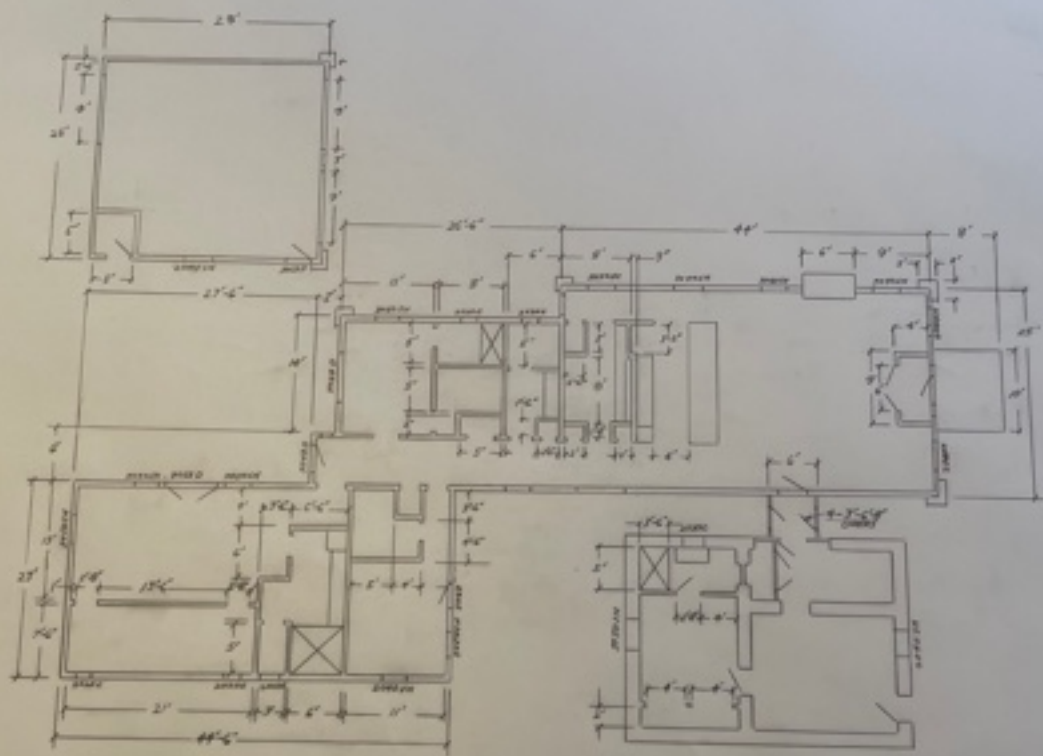


ENGINEER TRUSSES

EXISTING STRUCTURE

ROOF FRAMING PLAN

| | | |
|------------------------|----------------|-------------|
| 2130 CALLE DE PICHACHO | | |
| SCALE 3/8" = 1' | DATE 4/10/2008 | DESIGNED BY |
| | | REVIEWED |
| | | DATE |
| | | SCALE |



DIMENSIONED FLOOR PLAN

| | | |
|------------------------|-------------|-------------|
| 2180 CALLE DE PICHACHO | | |
| SCALE 1/8" = 1' | APPROVED BY | DESIGNED BY |
| DATE 5/11/1960 | | REVISION |
| | | DRAWN BY |
| | | CHECKED BY |
| | | DATE |

**TOWN OF MESILLA
ZONING APPROVAL**
PERMISSION TO CONDUCT WORK
OR
OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT

OFFICIAL USE ONLY:
Case # 061148
Fee \$ 460.50

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

CASE NO. 061148 ZONE: HR CODE: NR APPLICATION DATE: 12/2/20

Neal McMillan / Miguel Rincon (575) 649-0573 (575) 635-9331
 Name of Applicant/Owner Applicant's Telephone Number
Neal McMillan 2015 Huntington dr, L.C. 88011 Miguel Rincon P.O. Box 726 Mesquite N.M. 88048
 Applicant's/Owner's Mailing Address City State Zip Code
Neal McMillan nealmcmillan@gmail.com Miguel Rincon miguel@hurlburtconstructionllc.com
 Applicant's/Owner's E-mail Address
Miguel Rincon, Hurlburt Construction hurlburtconstructionllc@gmail.com
 Contractor's Name & Address (If none, indicate Self)
575 635-9331
 Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

Address of Proposed Work: 2130 Calle de Picacho
 Description of Proposed Work: Rehab existing structure & separate by fire wall from rest of structure, Build new single family home on remaining property.
 Estimated Cost: \$ 300,000 Signature of Applicant: [Signature] Date: 11/6/2020

Signature of property owner if applicant is not the property owner: [Signature]
 With the exception of administrative approvals, all permit requests must undergo a review process from staff, PZHAC and BOT before issuance of a building permit. Recorded proof of ownership with legal description of property (deed or current tax bill) along with verification of legally subdivided status of the property are required. Plan sheets are to be no larger than 11 x 17 inches.

FOR OFFICIAL USE ONLY

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

FIRE INSPECTION/APPROVAL REQUIRED: YES NO SEE CONDITIONS
 CID PERMIT/INSPECTION REQUIRED: YES NO SEE CONDITIONS

CONDITIONS: PZHAC REVIEW ; BOT APPROVAL REQUIRED
CID PERMITS REQUIRED
[Signature]

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

- This Application will include the following, if checked:
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. Proof of legal access to the property.
 4. Drainage plan.
 5. Architectural style and color scheme - diagrams or elevations (Historical and commercial zones only).
 6. 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).
 7. Other information as necessary or required by the City Code or Community Development:



**BOARD OF TRUSTEES
TOWN OF MESILLA
REGULAR MEETING
MONDAY, JANUARY 11, 2021
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
Jesus Caro, Trustee
Veronica Garcia, Trustee
Stephanie Johnson-Burick, Trustee

STAFF: Cynthia Stoehner-Hernandez, Town Clerk
Kevin Hoban, Fire Chief
Eddie Lerma, Marshal
Rod McGillivray, Public Works Director
Dorothy Seller, Special Events Coordinator
Larry Shannon, Community Development 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, Trustee Caro, Trustee Garcia, Trustee Johnson-Burick.

Mayor Barraza held a Moment of Silence for those who have passed away locally and nationally.

3. CHANGES TO THE AGENDA & APPROVAL

Mayor Barraza removed item 5b from the consent agenda and removed item 7a under new business from the agenda.

Motion: To approve agenda as amended, Moved by Mayor Pro Tem Arzabal, Seconded by Trustee Caro.

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

Mayor Pro Tem Arzabal Yes

Trustee Caro Yes

Trustee Garcia Yes

Trustee Johnson-Burick Yes

1
2 **4. PUBLIC INPUT – The public is invited to address the Board for up to 3 minutes.**

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

7 Ms. Stoechner-Hernandez read correspondence from Ms. Krueger.

8
9 Mayor Barraza read correspondence from Mr. Nevarez.

10
11 **5. APPROVAL OF CONSENT AGENDA:** (The Board will be asked to approve by one motion the
12 following items of recurring or routine business. The Consent Agenda is marked with an asterisk *)

13 **Motion: To approve consent agenda as amended, Moved by Trustee Johnson-Burick, Seconded by**
14 **Trustee Garcia.**

15
16 **Roll Call Vote:** Motion passed (summary: Yes =4).

17 Mayor Pro Tem Arzabal Yes

18 Trustee Caro Yes

19 Trustee Garcia Yes

20 Trustee Johnson-Burick Yes

21
22 a) ***BOT MINUTES** – Minutes of a Special Meeting and Regular Meeting on
23 December 14, 2020. **Approved by consent agenda**

24
25 b) ***PZHAC Case 061148 w/conditions** - 2130 Calle de Picacho, submitted for Neal
26 McMillan by Miguel Rincon of Hurlburt Construction; a request for a zoning
27 permit to incorporate part of an existing structure into a new dwelling to be
28 constructed at this address. Zoned: Historic Residential (HR). **Removed from**
29 **consent agenda**

30 Mayor Barraza read the conditions placed by PZHAC. She stated the plans are not clear regarding the
31 height of building, as well as the roof being pitched and the surrounding properties having flat roofs. This
32 is a concern due to the Development Zone and this is more territorial than Northern New Mexico.

33
34 Mayor Pro Tem Arzabal stated the PZHAC approved this case 5-0 with conditions; they did their job.
35 The question of the Development Zone will always come in to play as well as the Yguado Plan.
36 Recommended adding an amendment.

37
38 Mayor Barraza gave the history of the building.

39
40 Mayor Pro Tem Arzabal stated if the applicant choses to have an Airbnb, he will have to follow the
41 process.

42
43 Trustee Caro stated the house is more than 50 years old. He does not feel the style being proposed fits in
44 that area.

45 Trustee Johnson-Burick stated she is not comfortable with the plans that have been submitted; feels there
46 needs to be specific plans submitted.

47
48 Mr. Shannon stated the plans show the height at 15 feet. The applicant is willing to submit a large set of
49 plans. The chimney will be 2 ft. higher.

1
2 Mayor Barraza asked if there was any discussion during the PZHAC meetings with regards to the style
3 and the pitched roof.

4
5 Mr. Shannon responded it was discussed and the Commissioners decided they like the style of the
6 building for that area. The applicant assured the Commissioners that the existing building would be
7 repaired but remain the same style.

8
9 Trustee Garcia stated she has the same concerns.

10
11 Mayor Pro Tem Arzabal stated he recommends postponing the case until complete plans are submitted.

12
13 Mayor Barraza recommended a joint work session for further discussion.

14
15 **Motion: To postpone PZHAC Case 061148 w/conditions – 2130 Calle de Picacho, submitted**
16 **for Neal McMillan by Miguel Rincon of Hurlburt Construction; a request for a zoning**
17 **permit to incorporate part of an existing structure into a new dwelling to be constructed at**
18 **this address. Zoned: Historic Residential (HR), Moved by Mayor Pro Tem Arzabal,**
19 **Seconded by Trustee Garcia.**

20
21 Mayor Barraza reviewed what needed to be brought forth to the work session.

22
23 Mayor Pro Tem Arzabal asked that the applicant be made aware of what is going to be needed
24 prior to the work session.

25
26 **Roll Call Vote:** Motion passed (summary: Yes=4).

27 Mayor Pro Tem Arzabal Yes

28 Trustee Caro Yes

29 Trustee Garcia Yes

30 Trustee Johnson-Burick Yes

- 31
32 c) **PZHAC Case 061152 – 2230 Avenida de Mesilla, submitted by Roman Prieto; a*
33 *request for a sign permit to allow a Directory Sign to be installed at this address.*
34 *Zoned: Historical Commercial (HC). **Approved by consent agenda***

35
36 **6. OLD BUSINESS:**

- 37 a) **Resolution 2021-01:** a resolution denying an appeal by Natalie Ogaz for case V20-001 to allow
38 a variance to a building height of a dwelling from 15 feet to 18 feet located at 2729 Calle de San
39 Albino. – **Board of Trustees.**

40 Ms. Stoechner-Hernandez read Resolution 2021-01: a resolution denying an appeal by Natalie Ogaz for
41 Case V20-001 to allow a variance to a building height of a dwelling from 15 feet to 18 feet located at
42 2729 Calle de San Albino. She stated a copy of the resolution will be provided to the appellant.

43
44 **Motion: To approve Resolution 2021-01: a resolution denying an appeal by Natalie Ogaz for Case**
45 **V20-001 to allow a variance to a building height of a dwelling from 15 feet to 18 feet located at 2729**
46 **Calle de San Albino, Moved by Trustee Johnson-Burick, Seconded by Trustee Caro.**

47
48 Trustee Garcia asked why there is a resolution when the motion died.

49
50 Mayor Barraza responded when there is a tied vote the motion does not pass.

1 Mayor Pro Tem Arzabal asked why the Mayor was required to vote when there was not a tie; how does
2 the Mayor have a higher power to dictate how this case got denied.

3
4 Ms. Stoechner-Hernandez reviewed the 2/3 super majority requirements: 18.85.260.

5
6 Mayor Pro Tem Arzabal stated the vote looked like a tie with himself and Trustee Garcia voting no and
7 the Mayor and Trustee Johnson-Burick voting yes. He asked why the Mayor voted when it was not a tie.

8
9 Ms. Stoechner-Hernandez stated the motion needed to have 3 affirmative votes to pass. Even if the Mayor
10 had not voted the motion would still have failed since there were only 2 votes to approve.

11
12 Mayor Barraza responded that she is still a member of the board. Also, a tie is a no pass vote. There are
13 some sections of the code that require a 2/3 super majority vote.

14
15 **Roll Call Vote:** Motion passed (**summary:** Yes =3; No=2).

16 Mayor Pro Tem Arzabal No

17 Trustee Caro Yes

18 Trustee Garcia No

19 Trustee Johnson-Burick Yes

20 Mayor Barraza Yes

21
22 **7. NEW BUSINESS:**

23 a) **For approval:** a stipend for a Public Works employee. – **Rod McGillivray, Public Works**
24 **Director. Removed from agenda**

25
26 b) **Resolution 2021-02:** a resolution declaring surplus property to be nonessential for government
27 functions to be sold pursuant to NM State Statute 3-5-2 (2019). – **Board of Trustees.**

28 Ms. Stoechner-Hernandez stated this will allow us to dispose a vehicle from the Fire Department. The
29 opening bid will be \$20,000; if that is not met, we will go to auction on publics surplus.com.

30
31 **Motion: To approve Resolution 2021-02: a resolution declaring surplus property to be nonessential**
32 **for government functions to be sold pursuant to NM State Statute 3-5-2(2019), Moved by Mayor**
33 **Pro Tem Arzabal, Seconded by Trustee Garcia.**

34
35 Fire Chief Hoban asked if the bid could be \$20,000 or best offer.

36
37 Ms. Stoechner-Hernandez responded if the minimum is not met it would need to go out to re-bid.

38
39 **Roll Call Vote:** Motion passed (**summary:** Yes =4).

40 Mayor Pro Tem Arzabal Yes

41 Trustee Caro Yes

42 Trustee Garcia Yes

43 Trustee Johnson-Burick Yes

44
45 c) **Resolution 2021-03:** a resolution of certification of the Town of Mesilla Fiscal Year 2019-2020
46 Capital Asset Inventory. – **Cynthia Stoechner-Hernandez, Clerk/Treasurer.**

47 Ms. Stoechner-Hernandez read Resolution 2021-03: a resolution of certification of the Town of Mesilla
48 Fiscal Year 2019-2020 Capital Asset Inventory.

1 **Motion: To approve Resolution 2021-03: a resolution of certification of the Town of Mesilla Fiscal**
2 **Year 2019-2020 Capital Asset Inventory, Moved by Mayor Pro Tem Arzabal, Seconded by Trustee**
3 **Garcia.**

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

6 Mayor Pro Tem Arzabal Yes

7 Trustee Caro Yes

8 Trustee Garcia Yes

9 Trustee Johnson-Burick Yes

10
11 **8. *STAFF REPORTS:**

12 Community Development

13 Community Programs

14 Finance Department

15 Fire Department

16 Marshal's Department

17 Public Works Department

18
19 **9. BOARD OF TRUSTEE COMMITTEE REPORTS**

20 Mayor Pro Tem Arzabal: CEO meeting to be held in February

21
22 Trustee Garcia: MPO meeting Wednesday at 1:00 p.m.

23
24 Trustee Johnson-Burick: MPO meeting Wednesday at 1:00 p.m. to be held at the County Commissioner
25 Chambers.

26
27 Mayor Barraza: OEM meeting on Friday after Christmas.

28
29 **10. BOARD OF TRUSTEE/STAFF COMMENTS**

30 Fire Chief Hoban gave an update on COVID-19. We need to continue to take care of ourselves and
31 others; 2 firefighters recovering from COVID-19.

32
33 Marshal Lerma gave an update regarding the Marshal's vehicles and stated the plant shut down due to
34 COVID, so the units ordered are still at the factory. He has been given the okay to order two more units
35 and is hopeful all four units will come in at the same time.

36
37 Mayor Barraza asked about any illegal activity during the holidays with people on the plaza and the
38 requirement for facemasks.

39
40 Marshal Lerma responded there was some larcenies and one arrest; was quiet which he attributes to the
41 officers being more vigilante. He stated he was not informed of any issues.

42
43 Fire Chief Hoban responded there were no group gatherings on the plaza or issues with the facemask
44 requirement.

45
46 Mr. McGillivray stated the lighting on the plaza is complete. Public Work staff has been doing
47 disinfectant fogging at the Community Center and Town Hall. A public meeting for Phase II of the
48 Multi-Trail Path will be held on Wednesday at 5:30 p.m. via Zoom.

49
50 Ms. Stohner-Hernandez stated a new Mayor Pro Tem will be selected and committee assignments will

1 be done at the next Board of Trustees meeting.

2
3 Trustee Caro stated he is hoping this will get better this next year.

4
5 Trustee Johnson-Burick stated she will be getting the 2nd COVID vaccine this week and is hoping to be
6 able to visit her grandmother soon. She asked if the town received the money from Dona Ana Sheriff's
7 Department (DASO) for the wrecked vehicle.

8
9 Marshal Lerma responded the town did receive money from DASO for the wrecked unit and that work
10 has already been completed.

11
12 Trustee Johnson-Burick stated there is a section on the west side of Calle de Cura that needs attention.

13
14 Mr. McGillivray responded that project is on the list.

15
16 Trustee Garcia stated there was not very many people on the plaza on Christmas Eve. She asked
17 everyone to participate with a Chick-Fil-A fundraiser for a four-year-old who was diagnosed with
18 leukemia.

19
20 Mayor Pro Tem Arzabal thanked the Trustees for allowing him to serve as Mayor Pro Tem. The
21 community came together when Ms. Gloria Garza passed away; Mesilla is a tight knit community. He
22 asked when will the town hold public meetings; recommended using the Community Center.

23
24 Mayor Barraza stated the MPO is still doing zoom.

25
26 Mayor Pro Tem Arzabal stated he feels we need the face-to-face meetings.

27
28 Mayor Barraza stated she does not anticipate face-to-face meetings until spring or later.

29
30 Fire Chief Hoban responded we need to see when Dona Ana County turns green.

31
32 Mayor Pro Tem Arzabal stated he feels we have lost touch with our residents during this pandemic.

33
34 Mayor Barraza stated some of our residents have requested assistance since they do not have or know
35 how to use a computer. She has offered the computer in the visitor center but then how will they get the
36 emails with vaccine information.

37
38 Fire Chief Hoban stated he believes they were looking at other avenues for these types of issues.

39
40 Trustee Garcia stated there is a phone number for them to call. She is willing to help the residents register
41 for the vaccine during her days off.

42
43 Mayor Barraza asked Trustee Garcia to get with Ms. Sellers to coordinate the information. She spoke to
44 Mr. Daniels, NM Department of Health, to have the Town of Mesilla set up as a vaccination site.
45 Upcoming meetings are MPO, Mayor's Caucus, SCRTD, OEM. She thanked everyone for their help and
46 cooperation during these times.

47
48 **11. ADJOURNMENT**

49 **The Town of Mesilla Trustees unanimously agreed to adjourn the meeting. (Summary: Yes-**
50 **4)**

1 **MEETING ADJOURNED AT 7:17 P.M.**

2

3 **APPROVED THIS 26th DAY OF JANUARY, 2020.**

4

5

6

7

8

Nora L. Barraza
Mayor

9 **ATTEST:**

10

11

12 _____
Cynthia Stohner-Hernandez
13 Town Clerk/Treasurer

14

15

16

draft

**BOT ACTION FORM
BUILDING PERMIT 061151
[PZHAC REVIEW – 1/19/2021]
STAFF ANALYSIS**

(Decision was based on information presented during the PZHAC Work Session – Item 1)

Item:

Case 061151 – 2610 Calle Tercera, submitted by Samuel Kane; a request for a zoning permit to construct a rock wall around a residential property at this address. Zoned: Historic Residential (HR)

Staff Analysis:

The proposed work was discussed in the PZHAC Work Session held prior to this meeting. (Please refer to the information provided in the write-up for this item in the Work Session.)

If it is determined that the proposed walls are acceptable to the Town as proposed; and meet all applicable codes, or if an alternate solution is arrived at, then the request can proceed on the assumption that all requirements of the Code will be satisfied. The PZHAC should continue on to approve the request based on the Findings stated below.

If, on the other hand, it is determined that the proposed walls are not acceptable to the Town; or do not meet all applicable codes, and no other solution can be reached, then the PZHAC should either postpone the request further until the applicant can return with a proposal that meets the standards set forth by the PZHAC; or the PZHAC should deny the request based on the request not meeting any or all of the Findings as listed.

Estimated Cost: \$12,000.00

Consistency with the Code:

The PZHAC will need to determine that the repairs to the proposed walls of the dwelling will be consistent with other historic structures in the Town. The PZHAC will also need to determine that the request, as submitted, is consistent with all other sections of the **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 stone walls on two sides of the property at this address.
- The PZHAC has determined that the proposed walls are not a violation of MTC 18-33.
- The PZHAC has determined that the proposed walls meet all applicable Code requirements.

PZHAC ACTION:

The PZHAC determined that the proposed wall met the requirements of the Code and voted 5 – 0 to recommend APPROVAL of the request to the BOT with the following CONDITION:

1. *A WALL SECTION SHOWING THE FOOTING OF THE WALLS WILL BE PROVIDED TO CID.*

BOT OPTIONS:

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

BOT ACTION:

**PZHAC WORK SESSION
JANUARY 19, 2021
ITEM 1**

Submitted by Samuel Kane; a request to discuss plans to construct a rock wall around a residential property at 2610 Calle Tercera (Case 061151) Zoned: Historic Residential (HR)

This case was heard at the December 7 and December 21, 2020 PZHAC meetings at which the applicant agreed to several suggestions the PZHAC made concerning the proposed wall. A decision on the case was postponed at each meeting to allow the applicant to return to the PZHAC with revised plans showing the requested changes. Tom Maese, Chief Inspector for CID stated at the December 21 meeting that CID would like to see more of a detailed rendering with better dimensions, especially with respect to the arches over the irrigation ditch. Although the applicant provided the PZHAC with an amended drawing for the December 21 PZHAC work session and meeting, the case was postponed in order to allow the applicant to provide a more detailed site plan based on a survey of the property.

At the December 21 meeting, the PZHAC still had questions as to the access to the water meter, the height of some of the pillars, and the fact that the neighbor to the north had expressed concerns that the wall would hinder her from leaving her driveway. The applicant explained that there would be access to the water meter, that the pillar heights would be lowered to four feet, and that the purpose of the wall was to keep people driving or parking on Calle de Colon from driving onto his property and hitting the dwelling or air conditioning units on his property. The walls and columns will all be eighteen inches wide. He also explained that the neighbor did not have a right to be backing onto his property to exit her property.

The applicant has provided a new drawing based on a survey of the property (see attached). This diagram shows the location of the wall more clearly, including the fact that the wall along Calle de Colon will be located on the property line about four feet from the back of the curb on edge of the pavement, and will be three feet in height for its entire length. There will be columns at the end of each segment of this wall that will be a maximum of four feet in height each. Additionally, the area around the water meters will be open, and there will be no fence around or in front of the meters. The wall along the west edge of the property will be about two feet inside the property line so as not to impede on the neighboring property. This wall will be six feet in height for privacy.

The applicant will address the potential issue of erosion at the bases of the arches over the irrigation ditch along Calle Tercera by locating the footings for the arches outside the ditch banks but inside the ditch easement. (This will need to be approved by CID.)

Information previously presented to the PZHAC:

DESCRIPTION OF REQUEST:

The subject property contains two duplexes (four dwelling units) that were recently built. The applicant would like to build a four foot high rock wall along the north side and back of the property. The wall along the east side of the property will be four feet high and will run along Calle de Colon up to the clear-sight-triangle created by Calle Tercera. There will be a six foot high column at this end of the wall. The wall will be recessed where the water meters for the property are to allow access to the meters. There will be a fence around the inside of the meters to allow access from the street. The purpose for this wall will be to provide protection to the duplex on the property from vehicles that might run off the road or park too close to the building.

There will be no wall along Calle Tercera. The wall along the rear of the property will be six feet in height and will be located two feet inside the property line. (A right-of-entry agreement signed by the applicant and the neighbor is attached.) Each end of this wall will have a six foot high column.

Although there will not be a wall along Calle Tercera, the applicant would like to install two sections of wall on either side of the driveway over the irrigation ditch to keep drivers from driving into the ditch. The applicant originally planned for these sections to be four feet high as shown on the site plan, but they will be made three feet in height in order to meet clear-sight-triangle requirements for driveways.

According to the applicant, all requirements for Clear-Sight-Triangles will be met.

The applicant has been informed that the rock that was used to landscape the property will need to be moved out of the street right-of-way. The applicant has agreed and will move the rock behind the wall and the irrigation ditch that is on the property at the time the wall is built.

ESTIMATED COST: @ \$12,000.00

Consistency with the Code:

The PZHAC will need to determine that the proposed walls are consistent with the following sections of the Code:

18.06.110 Review of applications within Historical and General Commercial zones – Considerations.

- A. All applications for work in the Historical zones and Commercial zone (not subject to administrative approval) shall be reviewed by the planning, zoning and historical appropriateness commission. The commission shall determine whether the request involved will be appropriate for the purposes of this title. If the request shall be determined to be inappropriate, the board shall determine whether, owing to conditions especially affecting the building or structure involved, but not affecting the historical district generally, such application may be approved without substantial detriment to the public welfare and without substantial derogation of the intent and purposes of this title.
- B. In reviewing an application, the planning, zoning and historical appropriateness commission shall consider in addition to this chapter:
 - 1. The historical and literary value and significance of the site, building or structure;
 - 2. The general design, arrangement, texture, material and color of the features, sign of billboard involved;
 - 3. The relation of such factors to similar factors or sites, buildings and structures in the immediate surroundings;
 - 4. The appropriateness of the size and shape of the building or structure in relation to:
 - a. The land area upon which the building or structure is situated;
 - b. The landscaping and planting features proposed by the applicant; and
 - c. The neighboring sites, buildings or structures within the historical district.
 - 5. The commission shall also consider the applicable zoning and other laws of the town.

The applicant or his representative will be present by “Zoom” at the work session to provide further details about the proposed construction, and to answer any questions that may arise.

EXAMPLE OF PROPOSED WALL



Doña Ana County, NM

General Reference Maps

Map Help Doña Ana County Geospatial Committee 2013

2014 Aerial Addresses County Address Points

Select Search Type: Account Number Enter Value:



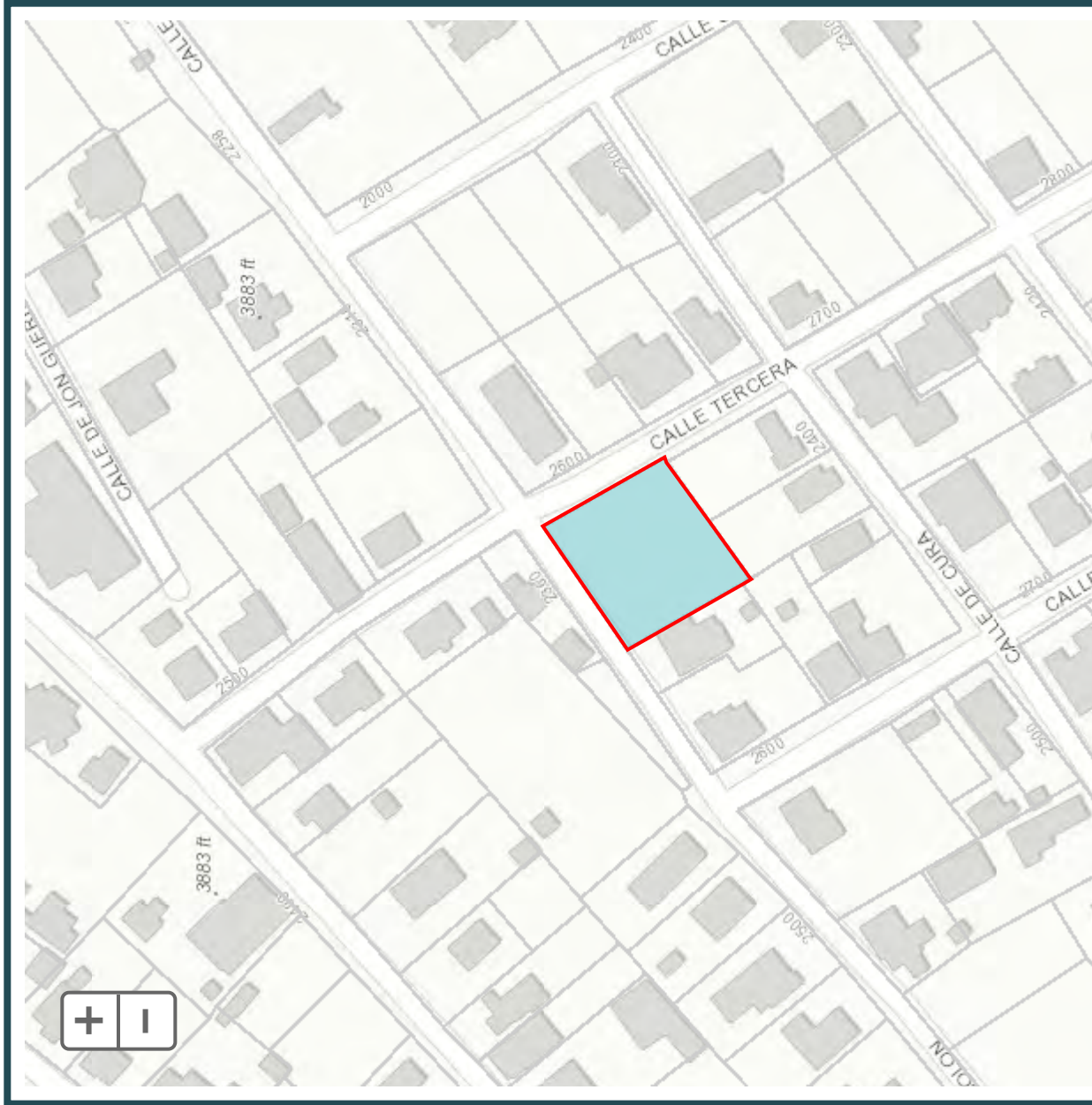
Maps

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: **R0400538**
 Parcel Number: 4006138182056
 Owner: KANE SAMUEL I
 Mail Address: PO BOX 849
 Subdivision: SOUTHWEST ADDITION
 TO MESILLA 201
 Property Address: CALLE TERCERA
 Acres: 0



VIEW OF NORTH SIDE OF PROPERTY SHOWING METERS AND ROAD



PHOTO OF THE PROPERTY FROM CALLE DE COLON



PHOTO SHOWING THE REAR OF THE PROPERTY FROM CALLE DE COLON



PHOTO OF THE PROPERTY FROM CALLE TERCERA



Doña Ana County, NM

General Reference Maps

Map Help

Doña Ana County Geospatial Committee 20

2014 Aerial

Addresses

County Address Points

Select Search Type: Account Number

Enter Value:



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: [R0400538](#)

Parcel Number: 4006138182056

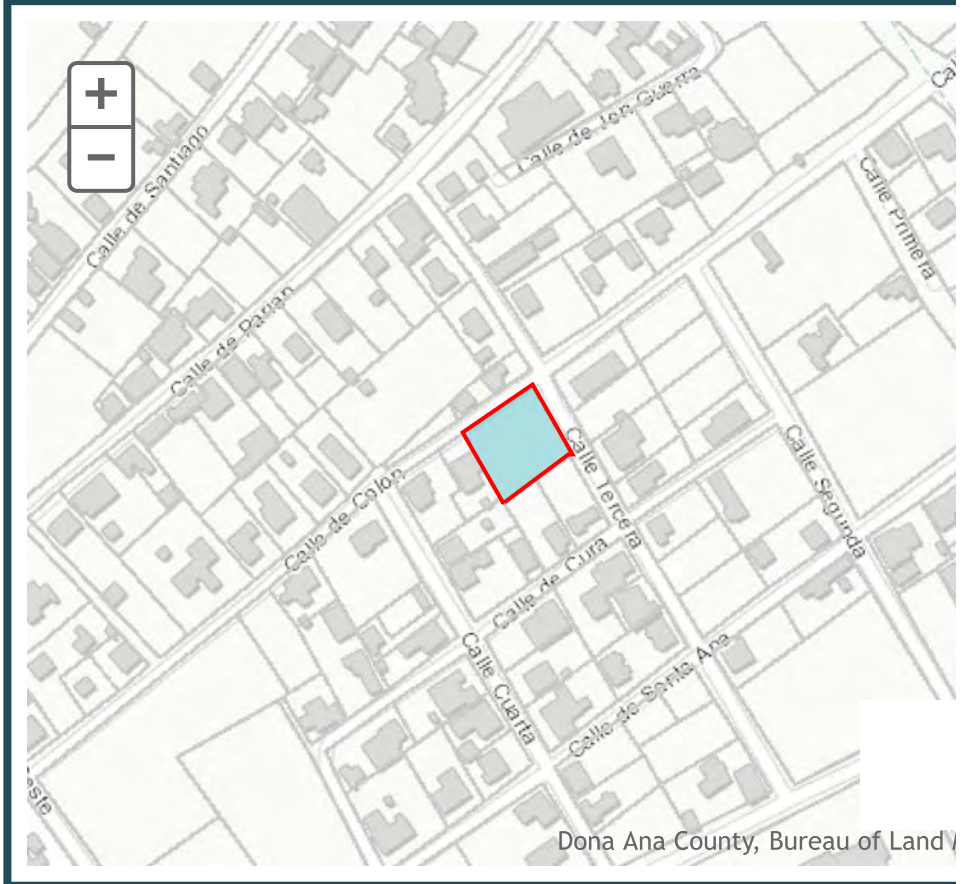
Owner: KANE SAMUEL I

Mail Address: PO BOX 849

Subdivision: SOUTHWEST ADDITION TO MESILLA 201

Property Address: CALLE TERCERA

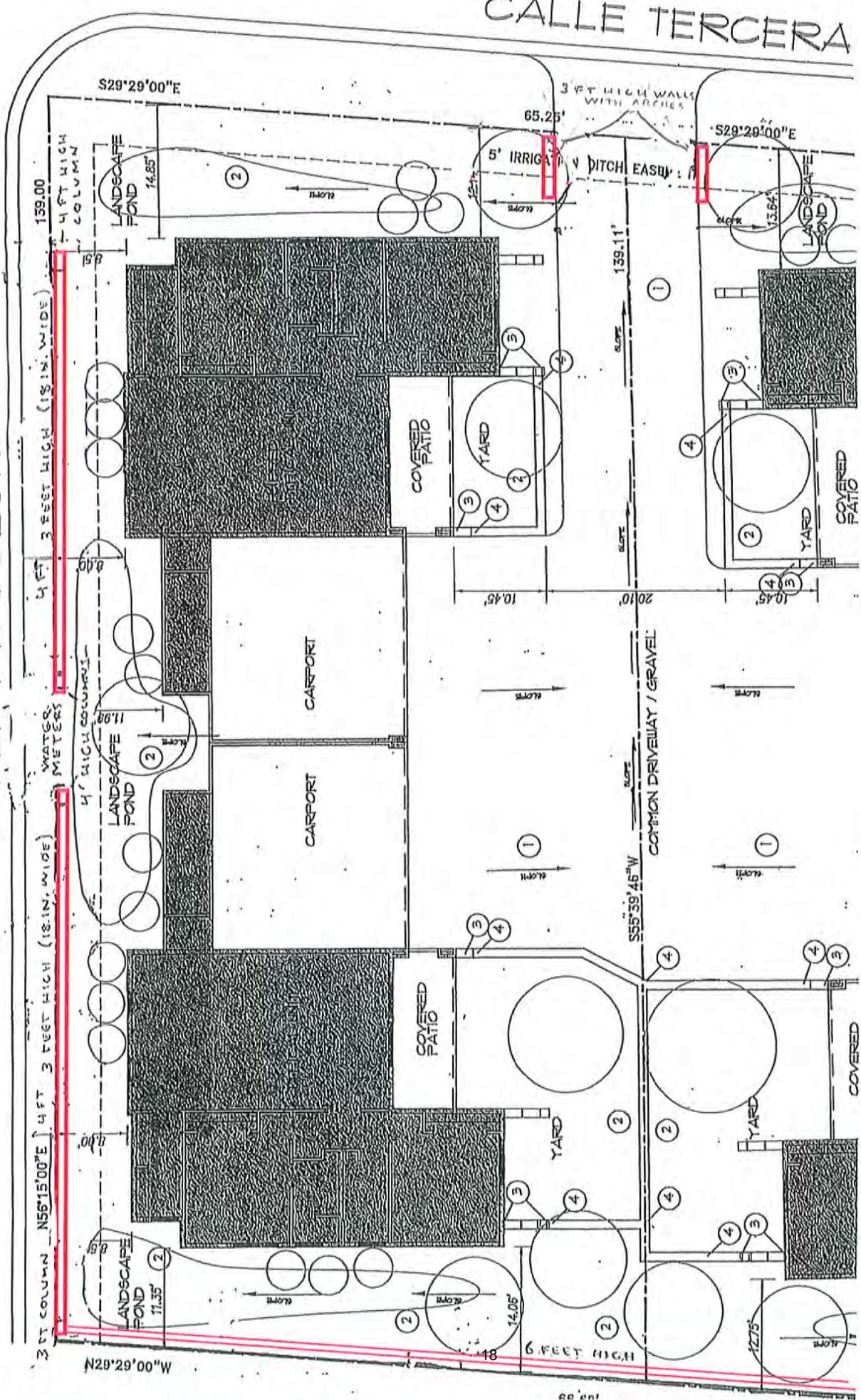
Acres: 0



Doña Ana County, Bureau of Land

CALLE DE COLON

CALLE TERCERA





TOWN OF MESILLA
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT ZONE: HR CASE:

Samuel Isaiah Kane

Applicant Name(s) Mailing Address City State Zip Code
1018 E. Amador Las Cruces NM 88001

Physical Property Address for Agreement

Adjacent Property Owner(s) Mailing Address City State Zip Code
Rafael L. Geck P.O. Box 883 Mesilla, NM, 88046

Adjacent Property Owner(s) Physical Address
2435 Calle de Colon Mesilla, N.M. 88046

Right-of-Entry - Permission is hereby granted to the applicant, or its authorized agents, to enter upon the adjacent property for the sole purpose of construction and/or maintenance of the structure(s). Original signatures only.

Samuel I. Kane
Applicant(s)

Oct 26, 2020
Date

Rafael L. Geck
Applicant(s)

Oct 30, 2020
Date

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
COUNTY OF DONA ANA) ss.

The following was acknowledged before me this
October 26 day of 2020, by Samuel I. Kane.

[Signature]
NOTARY PUBLIC

My Commission Expires: 10/22/21

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
COUNTY OF DONA ANA) ss.

The following was acknowledged before me this
October 30 day of 2020, by Rafael L. Geck

[Signature]
NOTARY PUBLIC

My Commission Expires: 10/22/21

FOR OFFICIAL USE ONLY

Date received: NOV 2, 2020

[Signature]
Community Development Coordinator

11/2/20
Date

**TOWN OF MESILLA
ZONING APPROVAL**

OFFICIAL USE ONLY

Case # 061149

Fee \$ 28.00

**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. 061149 ZONE: HR CODE: M1 APPLICATION DATE: 12/2/20

Samuel Kane 575-496-6044
 Name of Property Owner Property Owner's Telephone Number
1018 E. Amador Las Cruces New Mexico
 City State Zip Code
Sam_kane@yahoo.com
 Property Owner's Mailing Address
 Property Owner's E-mail Address
Home Owner

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

Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

Address of Proposed Work: 2610 Calle Tercera, Mesilla NM

Description of Proposed Work: Rock wall - see description already

\$ 12,000.00 Samuel Kane 12/3/20
 Estimated Cost Signature of Applicant Date

Signature of property owner: Samuel L. Kane

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 PERMITS REQ'D

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.)

BOARD ACTION FORM

ITEM:

Agreement for Engineering Services Molzen Corbin

BACKGROUND:

Engineering services are needed to design and assist with construction management services for the Town of Mesilla Capital Outlay Grant (SAP 20-E2124-STB) Mesilla Water System Booster Station at Well No. 2.

SUPPORTING INFORMATION:

Agreement for Engineering Services dated January 12, 2021.

Note: This agreement has been reviewed and approved by NMED.

BOT OPTIONS:

1. Approve the application.
2. Modify the application with conditions.
3. Reject the application.

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this 12 day of January 2021 (effective date) by and between Town of Mesilla hereinafter referred to as the OWNER, and Molzen Corbin hereinafter referred to as the ENGINEER. This contract expires on January 13, 2023.

The OWNER intends to construct a Project consisting of Water Booster Station at Well No. 2 for the service to the upper zone of the water system, to include the demolition of the existing booster station.

in Dona Ana County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

CONTENTS

SECTION A - GENERAL PROVISIONS

1. General
2. Approvals
3. Responsibilities of the ENGINEER
4. Responsibilities of the OWNER
5. Changes
6. Termination of Contract
7. Payment
8. Time
9. Project Design
10. Audits and Access to Records
11. Subcontracts
12. Insurance
13. Environmental Conditions of Site
14. Mutual Waiver
15. Independent Contractor
16. Equal Employment Opportunity
17. Gratuities
18. Covenants Against Contingent Fees
19. Cost and Pricing Data on Federally
Funded Projects
20. Remedies
21. Assurance Against Debarment

SECTION B - ENGINEERING SERVICES

- Engineer Services During the Planning Phase
- Engineering Services During the Design Phase
- Engineering Services During the Construction Phase
- Engineering Services During the Operation Phase

SECTION C - SPECIAL PROVISIONS OR MODIFICATIONS

ATTACHMENTS

- Attachment I – Insurance - required
- Attachment II - Engineering Services During the Planning Phase
Authorization to proceed date: This _____ day of _____, 20 _____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- Attachment III - Engineering Services During the Design Phase
Authorization to proceed date: This 12 day of January, 2021
Contract Time shall be 186 calendar days from Authorization to proceed date. This phase expires on July 17, 2021.

- Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This 12 day of January, 2021
Contract Time shall be 366 calendar days from Authorization to proceed date. This phase expires on January 13, 2022.
- Attachment V - Engineering Services During the Operation Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- Attachment VI – Amendments to Agreements for Engineering Services
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- _____

SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

5. Changes

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed

in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER'S control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$ 100.00 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof. and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

12. Insurance

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

13. Environmental Condition of Site

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for

evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

SECTION B –ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

SECTION C – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate “None”)

None

For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

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 OWNER may immediately terminate this Agreement by giving the ENGINEER written notice of such termination. The OWNER’s decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. The ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

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

MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER’S cost or time required to perform any services under this contract, whether or

not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

3. TERMINATION

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

5. AUDIT; ACCESS TO RECORDS

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. If the sub-agreement is terminated for default or for convenience.

6. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.
The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
OWNER
Type Name Nora L. Barraza
Title Mayor, Town of Mesilla

By: Jerry B. Paz Date: 1/8/21
ENGINEER
Type Name Jerry B. Paz
Title Executive Vice President
Address 1155 Commerce Dr
Ste F
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY
AGENCY NAME: _____
By _____
Type Name _____
Date _____

ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 12 day of January, 2021 (effective date) by and between the Town of Mesilla, the OWNER, and Molzen Corbin, the ENGINEER, the OWNER and ENGINEER agree this 12 day of January, 2021 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

Tasks and deliverables include 60% design, 90% design and 100% final desing with bid documents. Refer to Exhibit A for additional details.

B. Cost Proposal – Include hourly breakdown for each task

Basic Engineering Services - \$ 41,470.00

Surveying - \$ 3,577.00

Structural - \$ 3,850.00

Miscellaneous Expenses - \$ 803.00

Total Fixed Fee - \$ 49,700.00

Refer to Exhibit A for additional details.

C. Reimbursable Expense Schedule

D. Contract Time shall be 186 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by July 17, 2021 (DATE). If design phase services have not been completed and accepted by July 17, 2022 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Design Phase shall be by the

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed \$49,700.00, excluding gross receipt tax.


STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Design Phase, as described, shall not exceed \$_____, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
OWNER
Type Name Nora L. Barraza
Title Mayor, Town of Mesilla

By:  _____ Date: 1-8-21
ENGINEER
Type Name Jerry B. Paz
Title Executive Vice President
Address 1155 Commerce Dr
Ste F
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT IV – Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 12 day of January, 2021 (effective date) by and between the Town of Mesilla, the OWNER, and Molzen Corbin, the ENGINEER, the OWNER and ENGINEER agree this 12 day of January, 2021

(authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Construction Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

- A. Perform or provide the following tasks and/or deliverables:
- Respond to RFI's, Submittal reviews, Document clarifications.
 - Limited site visits at key periods
 - Attend Monthly Pay application meetings
 - Prepare funding drawdowns on behalf of the Town
 - Attend initial startup of equipment
 - Create final punchlist
 - Assist in the close out document preparation for funding agency
 - Refer to Exhibit A for additional details

- B. Cost Proposal – Include hourly breakdown for each task
- Construction Administration - \$ 15,957.00
 - Refer to Exhibit A for additional details

- C. Reimbursable Expense Schedule
- _____

- D. Contract Time shall be 366 calendar days from the date of the OWNERS signature on Attachment IV. Construction phase services shall be completed and accepted by the OWNER by January 13, 2022 (DATE). If construction phase services have not been completed and accepted by January 13, 2023 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Construction Phase shall be by the

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES During the Construction Phase, as described, including reimbursable expenses shall not exceed \$15,957.00, excluding gross receipt tax.

STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the

Construction Phase, as described, shall not exceed \$_____, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
OWNER
Type Name Nora L. Barraza
Title Mayor, Town of Mesilla

By: JBP Date: 4/8/21
ENGINEER
Type Name Jerry B. Paz
Title Executive Vice President
Address 1155 Commerce Dr
Ste F
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY
AGENCY NAME: _____
By _____
Type Name _____
Date _____

EXHIBIT A

MOLZENCORBIN

January 7, 2021

Mr. Rod McGillivray
Public Works Director
Town of Mesilla
P.O. Box 10
2231 Avenida de Mesilla
Mesilla, NM 88046

**RE: Design of the Booster Station at Well No. 2 for Service to the upper Zone
Professional Engineering Services for the Design Phase, Bidding Documents &
Limited Construction Phase Service**

Dear Mr. McGillivray:

Molzen Corbin is pleased to provide this proposal for design services for the above referenced project. This project is to be contracted under the terms and conditions of our *on call agreement dated June 12, 2020*.

SCOPE

Molzen Corbin will provide engineering services as described via project scoping discussion. The proposal herein is to provide the following engineering services for this project:

- Project Scoping & Initial Evaluation, including the electrical component.
- Topographic & Planimetric Survey of the defined limits, pipe route (1300 lf) and the well site.
- Hydraulic design for the connection from the 12" main to a connection point downstream of the existing booster station.
- Design of structural slab and equipment shade structure next to the Well #2 structure.
- The design will be utilizing a prefabricated pump and tank unit skid mounted.
- Preparation of technical specifications for materials & equipment for the planned improvements.
- Preparation of design plans submitted at the following milestones.
 - Prepare Design Development plans & specifications to a 60% level review.
 - Prepare Construction Documents / Pre-Final design plans & specifications to a 90% level review.
 - Final design plans & specifications for bidding documents.
- Coordination with funding agency for the review of plans and project manual.
- DAC ROW use permit application for utility installation.
- Four (4) hours of BLM coordination.
- Assembly of the EJCDC bidding front ends.
- Assistance with the bidding and award phase.
- Prepare engineer's opinion of probable construction cost throughout the design development.

- Limited construction phase service
 - RFI, Submittal reviews, Clarifications.
 - Limited site visits at key periods
 - Pay application meeting
 - Prepare funding drawdowns
 - Create final punchlist
 - Assist in the close out documents for funding agency.

Our scope does not include environmental service, geotechnical engineering, subsurface utility engineering or easement/boundary surveys.

SCHEDULE

Upon receipt of notice to proceed Molzen Corbin will provide deliverables as described within the scope and our anticipated schedule is as follows:

| Project Schedule | | |
|--|----------|---|
| Finalize Project Scoping & Funding Agency Contract requirements | 21 days | From proposal acceptance |
| Survey of the pipe route & well site | 14 days | From written notice to proceed |
| Design Development 60% Plans & Specifications | 45 days | From written notice to proceed |
| Pre-Final 90 %Plans and Specifications | 21 days | From receipt of review comments |
| Final Design bidding documents 100% | 14 days | From receipt of review comments |
| Town & Agency review time for each design submittal, 20 days for 60% & 90% | 40 days | Bidding documents to Advertise for bid |
| Bid & Award | 45 days | Advertise, bid, board approval, & Award |
| Total days | 186 days | Calendar Days |

This schedule does not include coordination times with agencies, BLM, NMED & DAC.

TERMS AND CONDITIONS

Fixed Fee for the Design Phase Service

Molzen Corbin proposes to complete professional services for this project for a Lump Sum fee in the amount of \$ 65,657.00. This fee does not include NMGRT, which shall be added to all

Mr. Rod McGillivray

January 7, 2021

Page 3

billings. A detailed breakdown of this fee proposal is enclosed for your information and a summary is as follows:

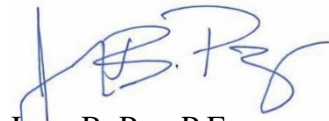
Molzen Corbin proposes a fee schedule as follows:

- Basic Engineering Services \$ 41,470.00
- Surveying \$ 3,577.00
- Structural \$ 3,850.00
- Construction Administration \$ 15,957.00
- Miscellaneous Expenses \$ 803.00
- Total fixed fee \$ 65,657.00

Thank you for this opportunity to serve you and if you have any questions regarding this matter, please feel free to contact me or Mr. John Montoya at (575) 522-0049.

Sincerely,

MOLZEN CORBIN



Jerry B. Paz, P.E.

Executive Vice-President

Las Cruces Branch Manager

JBP:imp

Enclosures

CONTRACT AMOUNT
Mesilla Booster Station
Town of Mesilla



John Montoya

COST **CALCULATED CONTRACT AMOUNT**

| | | | | |
|---|---------|-----------------|--------------|--------------------|
| BASIC FEE (Labor) | | | | |
| SUBTOTAL LABOR | | | | \$57,427.50 |
| OTHER DIRECT SUBCONSULTANTS | | Sub Type | Phase | |
| QPEC | | Structural | | \$3,500.00 |
| | | | | |
| | | | | |
| | | | | |
| SUBTOTAL OTHER DIRECT SUBCONSULTANTS | | | | \$3,500.00 |
| Reimbursable Markup (if any) | | | 10% | \$350.00 |
| SUBTOTAL OTHER DIRECT SUBCONSULTANTS | | | | \$3,850.00 |
| OTHER DIRECT EXPENSES (ODE'S) | | Quantity | | |
| In-House Copies | \$0.11 | 1,000.00 | | \$110.00 |
| In-House Color Copies (8 1/2 x 11) | \$1.00 | | | \$0.00 |
| In-House Color Copies (11 x 17) | \$2.00 | | | \$0.00 |
| In-House Large Format Plots | \$3.00 | 35.00 | | \$105.00 |
| Commercial Copies | \$0.06 | 3,500.00 | | \$210.00 |
| Commercial Prints | \$1.02 | 200.00 | | \$204.00 |
| Commercial Color Copies | \$1.50 | | | \$0.00 |
| In-House or Commercial Mylars | \$10.50 | | | \$0.00 |
| Mileage | \$0.580 | 300.00 | | \$174.00 |
| Commercial Travel | | | | |
| Lodging-Per Diem (Verify With Accounting | \$94.00 | | | \$0.00 |
| Meals - Per Diem (per person /day) (Verify With Accounting) | \$55.00 | | | \$0.00 |
| Photo | | | | |
| Postage | | | | |
| Supplies | | | | |
| SUBTOTAL OTHER DIRECT EXPENSES | | | | \$803.00 |
| TOTAL BASIC FEE | | | | \$62,080.50 |
| Observation Total From Observation Contract Amount (Excluding GRT) | | | | \$0.00 |
| In House Survey From Survey Contract Amount (Excluding GRT) | | | | \$3,577.00 |
| SUBTOTAL ADDITIONAL SERVICES | | | | \$0.00 |
| SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES | | | | \$65,657.50 |

CIVIL MANHOUR ESTIMATE
Mesilla Booster Station
Town of Mesilla
John Montoya

MOLZENCORBIN

| No. | Project Task | CIVIL | | | ADMIN. | | | Grand Totals |
|--|--|-----------------|----------------------|-------------------------------|---------------------|-----------------|---------------|--------------|
| | | Senior Engineer | Engineering Intern I | Engineering Design Specialist | Departmental Totals | ADMIN - Support | ADMIN. Totals | |
| I. Pre-Design/Study/Programming | | | | | | | | |
| 1 | Kick-off meeting | 2.00 | 2.00 | | 4.00 | | 0.00 | 4.00 |
| 2 | Site Visit | 2.00 | 2.00 | | 4.00 | | 0.00 | 4.00 |
| 3 | Survey coordination | 1.00 | | | 1.00 | | 0.00 | 1.00 |
| 4 | Booster Station hydraulic Sizing and pump selection | 1.00 | 4.00 | | 5.00 | | 0.00 | 5.00 |
| 5 | | | | | 0.00 | | 0.00 | 0.00 |
| 8 | CADD Management | | | | 0.00 | | 0.00 | 0.00 |
| 9 | Project Management | 0.50 | | | 0.50 | | 0.00 | 0.50 |
| 10 | Quality Assurance | 0.50 | | | 1.50 | | 0.00 | 1.50 |
| Subtotal Hours Pre-Design/Study/Programming | | 7.00 | 8.00 | 0.00 | 16.00 | 0.00 | 0.00 | 16.00 |
| Subtotal Fees Pre-Design/Study/Programming | | \$1,365.00 | \$760.00 | \$0.00 | \$2,340.00 | \$0.00 | \$0.00 | \$2,340.00 |
| III. Design Development (60%) | | | | | | | | |
| 1 | Front-end Plan Sheets | 1.00 | 2.00 | 4.00 | 7.00 | | 0.00 | 7.00 |
| 2 | Geometry and Survey Plan Sheets | 1.00 | 2.00 | 4.00 | 7.00 | | 0.00 | 7.00 |
| 3 | Water line Plan and Profile Sheets | 1.00 | 4.00 | 4.00 | 9.00 | | 0.00 | 9.00 |
| 4 | Booster Station Plumbing layout | 2.00 | 4.00 | 8.00 | 14.00 | | 0.00 | 14.00 |
| 5 | Connection and water details | | 2.00 | 4.00 | 6.00 | | 0.00 | 6.00 |
| 6 | Road and traffic control details | | 2.00 | 4.00 | 6.00 | | 0.00 | 6.00 |
| 7 | Demolition Plans for the existing Booster station, plumbing, building and electrical | 1.00 | 4.00 | 4.00 | 9.00 | | 0.00 | 9.00 |
| 8 | Coordination with TOM regarding the easement, and property owners concerns. Limited BLM coordination | 2.00 | 2.00 | | 4.00 | | 0.00 | 4.00 |
| 9 | Coordination with DAC for water line in road | 2.00 | 2.00 | | 4.00 | | 0.00 | 4.00 |
| 10 | Grading plan of existing Booster Station site with reseeding limits | 1.00 | 4.00 | 4.00 | 9.00 | | 0.00 | 9.00 |
| 11 | Construction Contract Front-ends and Specifcaitions | 1.00 | 2.00 | | 3.00 | 4.00 | 4.00 | 7.00 |
| 12 | Coordination with NMED | 2.00 | 3.00 | | 5.00 | | 0.00 | 5.00 |
| 13 | Engineers opion of probable construction cost | 1.00 | 4.00 | | 5.00 | | 0.00 | 5.00 |
| 14 | Plan Submission for agency and owner review | | 2.00 | 6.00 | 8.00 | | 0.00 | 8.00 |

CIVIL MANHOUR ESTIMATE
Mesilla Booster Station
Town of Mesilla
John Montoya

MOLZENCORBIN

| No. | Project Task | CIVIL | | | ADMIN. | | | Grand Totals |
|--|--|-----------------|----------------------|-------------------------------|---------------------|-----------------|---------------|--------------|
| | | Senior Engineer | Engineering Intern I | Engineering Design Specialist | Departmental Totals | ADMIN - Support | ADMIN. Totals | |
| 15 | | | | | 0.00 | | 0.00 | 0.00 |
| 22 | CADD Management | | | 1.00 | 1.00 | | 0.00 | 1.00 |
| 23 | Project Management | 1.00 | | | 1.00 | | 0.00 | 1.00 |
| 24 | Quality Assurance | 1.00 | | | 1.00 | | 0.00 | 1.00 |
| Subtotal Hours Design Development (60%) | | 17.00 | 39.00 | 43.00 | 99.00 | 4.00 | 4.00 | 103.00 |
| Subtotal Fees Design Development (60%) | | \$3,315.00 | \$3,705.00 | \$5,160.00 | \$12,180.00 | \$360.00 | \$360.00 | \$12,540.00 |
| IV. | Construction Documents (90%) | | | | | | | |
| 1 | Front-end Plan Sheets | 0.50 | 1.00 | 2.00 | 3.50 | | 0.00 | 3.50 |
| 2 | Geometry and Survey Plan Sheets | 0.50 | 1.00 | 2.00 | 3.50 | | 0.00 | 3.50 |
| 3 | Water line Plan and Profile Sheets | 0.50 | 3.00 | 3.00 | 6.50 | | 0.00 | 6.50 |
| 4 | Booster Station Plumbing layout | 1.00 | 2.00 | 6.00 | 9.00 | | 0.00 | 9.00 |
| 5 | Connection and water details | | 1.00 | 2.00 | 3.00 | | 0.00 | 3.00 |
| 6 | Road and traffic control details | | 1.00 | 2.00 | 3.00 | | 0.00 | 3.00 |
| 7 | Demolition Plans for the existing Booster station, plumbing, building and electrical | 0.50 | 2.00 | 2.00 | 4.50 | | 0.00 | 4.50 |
| 8 | Coordination with TOM regarding the easement, and property owners concerns. Limited BLM coordination | 2.00 | | | 2.00 | | 0.00 | 2.00 |
| 9 | Coordination with DAC for water line in road | 1.00 | 2.00 | | 3.00 | | 0.00 | 3.00 |
| 10 | Grading plan of existing Booster Station site with reseeding limits | 0.50 | 2.00 | 2.00 | 4.50 | | 0.00 | 4.50 |
| 11 | Construction Contract Front-ends and Specifications | 2.00 | 1.00 | | 3.00 | 4.00 | 4.00 | 7.00 |
| 12 | Coordination with NMED | 1.00 | 2.00 | | 3.00 | | 0.00 | 3.00 |
| 13 | Engineers opinion of probable construction cost | 0.50 | 3.00 | | 3.50 | | 0.00 | 3.50 |
| 14 | Plan Submission for agency and owner review | | 1.00 | 3.00 | 4.00 | | 0.00 | 4.00 |
| 15 | | | | | 0.00 | | 0.00 | 0.00 |
| 22 | CADD Management | | | 2.00 | 2.00 | | 0.00 | 2.00 |
| 23 | Project Management | 1.00 | | | 1.00 | | 0.00 | 1.00 |
| 24 | Quality Assurance | 1.00 | | | 1.00 | | 0.00 | 1.00 |
| Subtotal Hours Construction Documents (90%) | | 12.00 | 22.00 | 26.00 | 60.00 | 4.00 | 4.00 | 64.00 |
| Subtotal Fees Construction Documents (90%) | | \$2,340.00 | \$2,090.00 | \$3,120.00 | \$7,550.00 | \$360.00 | \$360.00 | \$7,910.00 |

CIVIL MANHOUR ESTIMATE
Mesilla Booster Station
Town of Mesilla
John Montoya

MOLZENCORBIN

| | | CIVIL | | | ADMIN. | | | |
|---|--|-----------------|----------------------|-------------------------------|---------------------|-----------------|---------------|--------------|
| No. | Project Task | Senior Engineer | Engineering Intern I | Engineering Design Specialist | Departmental Totals | ADMIN - Support | ADMIN. Totals | Grand Totals |
| V. | Final Design (100%) | | | | | | | |
| 1 | Front-end Plan Sheets | 0.50 | 1.00 | 1.00 | 2.50 | | 0.00 | 2.50 |
| 2 | Geometry and Survey Plan Sheets | 0.50 | 1.00 | 1.00 | 2.50 | | 0.00 | 2.50 |
| 3 | Water line Plan and Profile Sheets | 0.50 | 1.00 | 2.00 | 3.50 | | 0.00 | 3.50 |
| 4 | Booster Station Plumbing layout | 1.00 | 2.00 | 3.00 | 6.00 | | 0.00 | 6.00 |
| 5 | Connection and water details | | 1.00 | 1.00 | 2.00 | | 0.00 | 2.00 |
| 6 | Road and traffic control details | | 1.00 | 1.00 | 2.00 | | 0.00 | 2.00 |
| 7 | Demolition Plans for the existing Booster station, plumbing, building and electrical | 0.50 | 1.00 | 1.00 | 2.50 | | 0.00 | 2.50 |
| 8 | Coordination with TOM regarding the easement, and property owners concerns. Limited BLM coordination | 1.00 | | | 1.00 | | 0.00 | 1.00 |
| 9 | Coordination with DAC for water line in road | 1.00 | 1.00 | | 2.00 | | 0.00 | 2.00 |
| 10 | Grading plan of existing Booster Station site with reseeding limits | 0.50 | 1.00 | 1.00 | 2.50 | | 0.00 | 2.50 |
| 11 | Construction Contract Front-ends and Specifications | 2.00 | 1.00 | | 3.00 | 2.00 | 2.00 | 5.00 |
| 12 | Coordination with NMED | 1.00 | 1.00 | | 2.00 | | 0.00 | 2.00 |
| 13 | Engineers opinion of probable construction cost | 0.50 | 1.00 | | 1.50 | | 0.00 | 1.50 |
| 14 | Plan Submission for agency and owner review | | 1.00 | 2.00 | 3.00 | | 0.00 | 3.00 |
| 15 | | | | | 0.00 | | 0.00 | 0.00 |
| 22 | CADD Management | | | 2.00 | 2.00 | | 0.00 | 2.00 |
| 23 | Project Management | 2.00 | | | 2.00 | | 0.00 | 2.00 |
| 24 | Quality Assurance | 2.00 | | | 2.00 | | 0.00 | 2.00 |
| Subtotal Hours Final Design (100%) | | 13.00 | 14.00 | 15.00 | 42.00 | 2.00 | 2.00 | 44.00 |
| Subtotal Fees Final Design (100%) | | \$2,535.00 | \$1,330.00 | \$1,800.00 | \$5,665.00 | \$180.00 | \$180.00 | \$5,845.00 |
| VI. | Bidding/Award | | | | | | | |
| 1 | Pre-bid meeting and prep | 1.00 | 1.00 | | 2.00 | | 0.00 | 2.00 |
| 2 | Plan Distribution, Clarifications on questions and bid addendums, | 1.00 | 3.00 | | 4.00 | 3.00 | 3.00 | 7.00 |
| 3 | Bid opening, evaluation, and recommendation of award | 1.00 | 3.00 | | 4.00 | | 0.00 | 4.00 |

CIVIL MANHOUR ESTIMATE
Mesilla Booster Station
Town of Mesilla
John Montoya

MOLZENCORBIN

| | | CIVIL | | | ADMIN. | | | |
|--|--|-----------------|----------------------|-------------------------------|---------------------|-----------------|---------------|--------------|
| No. | Project Task | Senior Engineer | Engineering Intern I | Engineering Design Specialist | Departmental Totals | ADMIN - Support | ADMIN. Totals | Grand Totals |
| 4 | | | | | 0.00 | | 0.00 | 0.00 |
| 5 | | | | | 0.00 | | 0.00 | 0.00 |
| 6 | Project Management | | | | 0.00 | | 0.00 | 0.00 |
| 7 | Quality Assurance | | | | 0.00 | | 0.00 | 0.00 |
| Subtotal Hours Bidding/Award | | 3.00 | 7.00 | 0.00 | 10.00 | 3.00 | 3.00 | 13.00 |
| Subtotal Fees Bidding/Award | | \$585.00 | \$665.00 | \$0.00 | \$1,250.00 | \$270.00 | \$270.00 | \$1,520.00 |
| VII. | Construction Admin. Services | | | | | | | |
| 1 | Assemble contract award documents & agreements | 0.50 | 3.00 | | 3.50 | 3.00 | 3.00 | 6.50 |
| 2 | PreConstruction Meeting prepare & conduct | 2.00 | 4.00 | | 6.00 | | 0.00 | 6.00 |
| 3 | Review of submittals and RFI | 4.00 | 12.00 | | 16.00 | | 0.00 | 16.00 |
| 4 | Pay application Review and monthly meetings | 6.00 | 12.00 | | 18.00 | | 0.00 | 18.00 |
| 5 | Reimbursement request and forms | 1.00 | 8.00 | | 9.00 | | 0.00 | 9.00 |
| 6 | Limited Site Visits 8 total | 8.00 | 12.00 | | 20.00 | | 0.00 | 20.00 |
| 7 | Final inspection and punchlist | 2.00 | 2.00 | | 4.00 | | 0.00 | 4.00 |
| 8 | | | | | 0.00 | | 0.00 | 0.00 |
| 9 | Project Management | | | | 0.00 | | 0.00 | 0.00 |
| 10 | Quality Assurance | | | | 0.00 | | 0.00 | 0.00 |
| Subtotal Hours Construction Admin. Services | | 23.50 | 53.00 | 0.00 | 76.50 | 3.00 | 3.00 | 79.50 |
| Subtotal Fees Construction Admin. Services | | \$4,582.50 | \$5,035.00 | \$0.00 | \$9,617.50 | \$270.00 | \$270.00 | \$9,887.50 |
| VIII. | Closeout | | | | | | | |
| 1 | Verify that items have been completed and funding agency certificaitions, substantial completion | 2.00 | 6.00 | | 8.00 | | 0.00 | 8.00 |
| 2 | Record Drawings | 1.00 | | 8.00 | 9.00 | | 0.00 | 9.00 |
| 3 | Project Management | | | | 0.00 | | 0.00 | 0.00 |
| 4 | Quality Assurance | | | | 0.00 | | 0.00 | 0.00 |
| Subtotal Hours Closeout | | 3.00 | 6.00 | 8.00 | 17.00 | 0.00 | 0.00 | 17.00 |
| Subtotal Fees Closeout | | \$585.00 | \$570.00 | \$960.00 | \$2,115.00 | \$0.00 | \$0.00 | \$2,115.00 |
| Total Labor Hours | | 78.50 | 149.00 | 92.00 | 320.50 | 16.00 | 16.00 | 336.50 |
| Standard Billing Rate or Fee | | \$195.00 | \$95.00 | \$120.00 | | \$90.00 | | |
| Fee Dollars | | \$15,307.50 | \$14,155.00 | \$11,040.00 | \$40,717.50 | \$1,440.00 | \$1,440.00 | \$42,157.50 |

SURVEY CALCULATION
Mesilla Booster Station
Town of Mesilla
John Montoya



| | | COST | PROJECTED FEE |
|---|---------|-----------------|---------------------------|
| SURVEY | | | |
| Estimated Field Survey Days | | 1.5 | \$2,952.00 |
| REIMBURSABLE SUBCONSULTANTS | | | |
| | | Task | |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| Subconsultant Subtotal | | | \$0.00 |
| Mark-up (if any) | | 10% | \$0.00 |
| SUBTOTAL REIMBURSABLE SUBCONSULTANTS | | | \$0.00 |
| REIMBURSABLE EXPENSES | | | |
| | | Quantity | |
| In-House Copies | \$0.11 | | \$0.00 |
| In-House Color Copies (8 1/2 x 11) | \$1.00 | | \$0.00 |
| In-House Color Copies (11 x 17) | \$2.00 | | \$0.00 |
| In-House Large Format Plots | \$3.00 | | \$0.00 |
| Mileage | \$0.580 | 550.00 | \$319.00 |
| Commercial Travel | | | |
| Lodging - Per Diem (Survey Crew /night) | \$94.00 | 1.50 | \$141.00 |
| Meals - Per Diem (per person /day) | \$55.00 | 1.50 | \$165.00 |
| Photo | | | |
| Postage | | | |
| Supplies/Misc. | | | |
| Reimbursables Subtotal | | | \$625.00 |
| Reimbursable Markup (if any) | | 0% | \$0.00 |
| SUBTOTAL REIMBURSABLE EXPENSES | | | \$625.00 |
| SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES | | | \$625.00 |
| NMGRT | | 7.8750% | INFO ONLY LC 8.3125 |
| TOTAL | | | INFO ONLY Carlsbad 7.6458 |
| | | | \$3,858.69 |

ELECTRICAL MANHOUR ESTIMATE

Mesilla Booster Station

Town of Mesilla

John Montoya

MOLZENCORBIN

| No. | | ELECTRICAL | | | Departmental Totals |
|--|--------------------------|--------------------|-----------------|-------------------------------|---------------------|
| | | Principal Engineer | Senior Engineer | Engineering Design Specialist | |
| I. Pre-Design/Study/Programming | | | | | |
| 1 | Kick-off meeting | 2.00 | | | 2.00 |
| 2 | Site Visit | | | 4.00 | 4.00 |
| 3 | Review Record Drawings | | 2.00 | 3.00 | 5.00 |
| 4 | | | | | 0.00 |
| Subtotal Hours Pre-Design/Study/Programming | | 2.00 | 2.00 | 7.00 | 11.00 |
| Subtotal Fees Pre-Design/Study/Programming | | \$430.00 | \$380.00 | \$770.00 | \$1,580.00 |
| III. Design Development (60%) | | | | | |
| 1 | Drawings | | | | 0.00 |
| 2 | Site Plan Modifications | | 2.00 | 4.00 | 6.00 |
| 3 | Enlarged Plan | | 2.00 | 6.00 | 8.00 |
| 4 | One-Line | | 2.00 | 5.00 | 7.00 |
| 5 | Technical Specifications | | 2.00 | | 2.00 |
| 6 | Calculations | | 2.00 | | 2.00 |
| 7 | Internal Coordination | | 2.00 | 2.00 | 4.00 |
| 8 | Cost Estimate | | 1.00 | 2.00 | 3.00 |
| 9 | | | | | 0.00 |
| 10 | | | | | 0.00 |
| 11 | Quality Assurance | 1.00 | | | 1.00 |
| Subtotal Hours Design Development (60%) | | 1.00 | 13.00 | 19.00 | 33.00 |
| Subtotal Fees Design Development (60%) | | \$215.00 | \$2,470.00 | \$2,090.00 | \$4,775.00 |
| IV. Construction Documents (90%) | | | | | |
| 1 | Drawings | | | | 0.00 |
| 2 | Site Plan Modifications | | 1.00 | 2.00 | 3.00 |
| 3 | Enlarged Plan | | 2.00 | 3.00 | 5.00 |
| 4 | One-Line | | 2.00 | 2.00 | 4.00 |
| 5 | Technical Specifications | | 2.00 | | 2.00 |
| 6 | Internal Coordination | | 1.00 | 1.00 | 2.00 |
| 7 | Cost Estimate | | 1.00 | 1.00 | 2.00 |
| 8 | | | | | 0.00 |
| 9 | | | | | 0.00 |

ELECTRICAL MANHOUR ESTIMATE

Mesilla Booster Station

Town of Mesilla

John Montoya



| | | ELECTRICAL | | | |
|---|-------------------------------------|--------------------|-----------------|-------------------------------|---------------------|
| No. | Project Task | Principal Engineer | Senior Engineer | Engineering Design Specialist | Departmental Totals |
| 10 | Quality Assurance | 1.00 | | | 1.00 |
| Subtotal Hours Construction Documents (90%) | | 1.00 | 9.00 | 9.00 | 19.00 |
| Subtotal Fees Construction Documents (90%) | | \$215.00 | \$1,710.00 | \$990.00 | \$2,915.00 |
| V. Final Design (100%) | | | | | |
| 1 | Finalize Drawings | | 2.00 | 4.00 | 6.00 |
| 2 | Finalize Specifications | | 2.00 | | 2.00 |
| 3 | Cost Estimate | | | 1.00 | 1.00 |
| 4 | | | | | 0.00 |
| 5 | | | | | 0.00 |
| 6 | Quality Assurance | 1.00 | | | 1.00 |
| Subtotal Hours Final Design (100%) | | 1.00 | 4.00 | 5.00 | 10.00 |
| Subtotal Fees Final Design (100%) | | \$215.00 | \$760.00 | \$550.00 | \$1,525.00 |
| VI. Bidding/Award | | | | | |
| 1 | Respond to bidders questions | | 1.00 | 3.00 | 4.00 |
| 2 | | | | | 0.00 |
| 3 | | | | | 0.00 |
| Subtotal Hours Bidding/Award | | 0.00 | 1.00 | 3.00 | 4.00 |
| Subtotal Fees Bidding/Award | | \$0.00 | \$190.00 | \$330.00 | \$520.00 |
| VII. Construction Admin. Services | | | | | |
| 1 | Respond to RFIs | | 2.00 | 4.00 | 6.00 |
| 2 | Review Submittals | | 4.00 | 8.00 | 12.00 |
| 3 | Prefinal Walkthrough and Punch List | | | 4.00 | 4.00 |
| 4 | | | | | 0.00 |
| 5 | | | | | 0.00 |
| 6 | Quality Assurance | 2.00 | | | 2.00 |
| Subtotal Hours Construction Admin. Services | | 2.00 | 6.00 | 16.00 | 24.00 |
| Subtotal Fees Construction Admin. Services | | \$430.00 | \$1,140.00 | \$1,760.00 | \$3,330.00 |
| VIII. Closeout | | | | | |
| 1 | Record Drawings | 1.00 | 1.00 | 2.00 | 4.00 |
| 2 | | | | | 0.00 |
| Subtotal Hours Closeout | | 1.00 | 1.00 | 2.00 | 4.00 |

ELECTRICAL MANHOUR ESTIMATE

Mesilla Booster Station

Town of Mesilla

John Montoya



| | | ELECTRICAL | | | |
|------------|-------------------------------------|--------------------|-----------------|-------------------------------|---------------------|
| No. | Project Task | Principal Engineer | Senior Engineer | Engineering Design Specialist | Departmental Totals |
| | Subtotal Fees Closeout | 215.00 | 190.00 | 220.00 | 625.00 |
| | Total Labor Hours | 8.00 | 36.00 | 61.00 | 105.00 |
| | Standard Billing Rate or Fee | \$215.00 | \$190.00 | \$110.00 | |
| | Fee Dollars | \$1,720.00 | \$6,840.00 | \$6,710.00 | \$15,270.00 |



**TOWN OF MESILLA
BOARD ACTION FORM**

ITEM:

APPOINTMENT OF A MAYOR PRO-TEM TO SERVE FOR ONE YEAR PURSUANT TO MTC
2.15.060

BACKGROUND:

Per MTC 2.15.060. The Board must agree upon and approve a Mayor Pro-tem to serve for one year.

BOT ACTION:

Approve
Approve with changes
Deny

Reviewed by: Cynthia S-Hernandez

Town Clerk/Treasurer

Email: cynthias-h@mesillanm.gov



TOWN OF MESILLA BOARD ACTION FORM

ITEM:

FOR APPOINTMENT: TWO REPRESENTATIVES TO SERVE ON THE BOARD OF ADJUSTMENTS FOR ONE-YEAR TERMS EACH.

BACKGROUND:

The Mayor with approval of the Board of Trustees must appoint a member of the public and a member of PZHAC to serve on the Board of Adjustments.

BOT ACTION:

Approve

Approve with changes

Deny

Reviewed by: Cynthia S-Hernandez

Town Clerk/Treasurer

Email: cynthias-h@mesillanm.gov