



THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A REGULAR MEETING ON MONDAY, AUGUST 23, 2021, AT 6:00 P.M., AT THE MESILLA TOWN HALL, 2231 AVENIDA DE MESILLA. ****FOR THE HEALTH & SAFETY OF ALL PUBLIC, MASKS ARE REQUIRED TO ENTER****

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. **Space is limited and may require persons giving public input IN PERSON to rotate if capacity of the room is exceeded.**
5. CLOSED SESSION – pursuant to NMSA 1978 Chapter 10-15-1(H)(2): discussion limited to personnel matters in the Community Development Department. – **Board of Trustees**
6. ACTION ON ITEMS FROM CLOSED SESSION – the board may act on items discussed in closed session limited to personnel matters in the Community Development Department pursuant to NMSA 1978 Chapter 10-15-1(H)(2). – **Board of Trustees.**
7. 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 – BOT minutes of a Joint-Work Session June 25th, 2021.
 - b) *BOT MINUTES – BOT minutes of a Joint-Work Session and Regular Meeting August 9th, 2021.
8. PUBLIC INPUT ON ORDINANCE REVISIONS: being considered for Chapters 18.35 Historic Residential Zone and 18.60.180 Area Requirements Deemed Met. **A copy of this draft can be found on our website.**
9. FOR APPOINTMENT:
 - a) Two members to serve on the Planning, Zoning and Historical Appropriateness Commission for two years. – **Mayor Nora L. Barraza.**
 - b) One member to serve on the Board of Adjustments for one year. – **Mayor Nora L. Barraza.**
10. NEW BUSINESS
 - a) **Resolution 2021-22:** a resolution authorizing the assignment of authorized officers and agents for an agreement with the NM State Environment Department SAP 21-E2322-STB for a SCADA system. – **Rod McGillivray, Public Works Director.**
 - b) **Resolution 2021-23:** a resolution adopting the FY 2023-2027 Infrastructure Capital Improvements Plan (ICIP). – **Rod McGillivray, Public Works Director.**
11. BOARD OF TRUSTEE COMMITTEE REPORTS
12. BOARD OF TRUSTEE/STAFF COMMENTS
13. ADJOURNMENT

NOTICE:

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

Posted 8/05/2021 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.



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**BOARD OF TRUSTEES AND THE PLANNING, ZONING, AND HISTORICAL APPROPRIATENESS
COMMISSION
JOINT WORK SESSION
JUNE 25, 2021
3:00 P.M.**

**IN PERSON AT THE MESILLA TOWN HALL, 2231 AVENIDA DE MESILLA (SPACE IS LIMITED) OR
VIA TELECONFERENCE 1-346-248-7799, MEETING ID 983-7900-0389 PASSWORD 971704**

TRUSTEES: Nora L. Barraza, Mayor
Stephanie Johnson-Burick, Mayor Pro Tem
Veronica Garcia, Trustee (via Zoom)

PZHAC: Gerald Nevarez, Commissioner
Davie Salas, Commissioner

STAFF: Larry Shannon, Community Development Coordinator
Gloria S. Maya, Recorder

**1. Discussion on Historic Residential (HR) Ordinance Changes. – Board of Trustees & Planning, Zoning and
Historical Appropriateness Commission.**

Mayor Barraza addressed the draft that was being reviewed.

Commissioner Nevarez asked which one of the drafts were they going to be using; the one in the packet or the one given to them prior.

Mayor Barraza responded the draft that was given to them prior.

Inaudible

Mr. Shannon reviewed the proposed changes presented to the committee:

- Number and type of structures
- Interpretation of non-conforming

Mayor Barraza:

- Add definitions for dwellings and structures (18.10.020)
- Strike “the like” language (temporary and shade structures)

Commissioner Nevarez:

- Definition clarification needed for dwelling and structure

Mayor Barraza:

- Asked for clarification for “bona fide contract of sale”

Mr. Shannon:

- Direct quote from existing code (18.50.180 – 18.50.181-18.60.180)

- 1 - Quote would make it legal
2 - Written in 1972
3
4 Mayor Barraza:
5 - Not comfortable with the language
6 - Should be recorded at County Clerk's Office
7
8 Commissioner Nevarez:
9 - Questions if that language would be applicable in 2021
10 - Asked if this appears throughout the ordinance
11
12 Mayor Barraza:
13 - Not in this ordinance
14 - Referenced in other section
15 - There is a need to for consistency
16
17 Mayor Pro Tem Johnson-Burick:
18 - Concerned issues could arise
19
20 Mr. Shannon:
21 - A letter stating paid in full is a legal document no matter how old it is
22 - Not recognizing will cause issues determining it is a legal parcel
23
24 Commissioner Nevarez:
25 - Would a Bona Fide Contract be used in lieu of a deed?
26
27 Mayor Barraza:
28 - Recorded at County Clerk Office, for tax purposes
29
30 Mr. Shannon:
31 - Depends on when it was written and what it was used for
32 - A Bona Fid Contract is recognized as a legal document
33
34 Commissioner Nevarez:
35 - No deed exist that has the property description
36
37 Mayor Barraza:
38 - Does not believe there are parcels in Mesilla that are not on the County Clerk's records
39
40 Commissioner Salas:
41 - Language used to clarify the chain of custody from 1972
42 - How it was created
43
44 Mayor Barraza:
45 - Language will remain until there is further clarification
46 - Specify the section being addressed (18.35.030)
47 - Change "or" to "and" (18.35.040)
48
49 Mr. Shannon:
50 - Recommended leaving the word "or"
51
52 Mayor Barraza:
53 - Asked if permits required for pergolas, decks, gazebos, trellises, arbors (18.35.060)
54
55 Mr. Shannon:
56 - Mesilla requires a permit due for changing the exterior appearance; CID may not

1 Mayor Barraza:
2 - Concerned limiting residents from doing landscaping
3
4 Mr. Shannon:
5 - Need to follow the way the ordinance is written
6
7 Mayor Pro Tem Johnson-Burick:
8 - Permits should be required with regards to height requirements
9
10 Commissioner Salas:
11 - Need to remain consistent
12 - Structure could be anchored
13 - Size consideration
14
15 Mayor Barraza:
16 - Residents start to do things without permits
17
18 Commissioner Nevarez:
19 - How much the town wants to manage things in the historical area
20
21 Mayor Pro Tem Johnson-Burick:
22 - Concerned with what residents will begin putting up
23
24 Commissioner Salas:
25 - We would like to see what is wanting to be built
26 - See if it fits into the area
27
28 Mayor Pro Tem Johnson-Burick:
29 - Agrees we want to see what is going to be installed
30
31 Commissioner Nevarez:
32 - Agrees the town needs to see what is going on especially in the historical area
33
34 Mayor Barraza:
35 - Request landscaping plans for review
36 - How in depth do we want to go
37 - Site plan to put up a trellis
38
39 Commissioner Nevarez:
40 - Reiterated it allows the town to manage what is being installed in the historical district
41 - Ordinance is a living document
42
43 Mayor Pro Tem Johnson-Burick:
44 - Protects the Historical Residential Zone
45
46 Mayor Barraza:
47 - Conflicting comments regarding 40% versus 50% on open space
48
49 Mr. Shannon:
50 - Depends on the size
51 - Concrete slab????
52
53 Mayor Barraza:
54 - Asked for clarification on percentages
55
56 Mr. Shannon:

- 1 - Part of the structure
- 2 - Setback requirements

3
4 Mayor Barraza:

- 5 - Applies to non-forming versus conforming lots
- 6 - Will not be allowed to expand since they do not have the space (40%)

7
8 Mayor Pro Tem Johnson-Burick:

- 9 - Does not approve
- 10 - Special Use Variance would be applied for

11
12 Mr. Shannon:

- 13 - Ordinance reads legal non-conforming and cannot be expanded
- 14 - House could not be expanded if built after 1972
- 15 - 18.35.040 addresses the concern

16
17 Commissioner Salas:

- 18 - Special Use Variance could be applied for

19
20 Mayor Pro Tem Johnson-Burick:

- 21 - Need to provide an avenue

22
23 Mayor Barraza:

- 24 - Asked for clarification on the use of the word “structures” under New Construction

25
26 Mr. Shannon:

- 27 - All dwellings are structures, but not all structures are dwellings

28
29 Commission Nevarez:

- 30 - Recommended it read “new structure to include dwelling”

31
32 Mayor Barraza:

- 33 - Recommended adding “prior to June 2020”
- 34 - Repairs without a right of entry for existing fences
- 35 - New fences will require a right of entry

36
37 Mr. Shannon:

- 38 - Zero lot lines applies to fences as well
- 39 - New structures would need to be up to 20% now it is up to 50%
- 40 - Recommends “or”

41
42 Mayor Barraza:

- 43 - Recommended adding another number to address structures

44
45 Mayor Pro Tem Johnson-Burick:

- 46 - Number 2 becomes number 3

47
48 Commissioner Nevarez:

- 49 - Allow the repair of fences that were built prior to June 2020

50
51 Mayor Barraza:

- 52 - Page 5 Eliminate A and combine the sentences; use “shall”
- 53 - Utilities – will be decided on a case-by-case basis
- 54 - Add Public Works Director and Community Development Coordinator
- 55 - Eliminate the word “allowed” and leave the word “decided”
- 56 - What happens if a Flagpole lot does not meet the 8,000 ft.

1 Mr. Shannon:
2 - Proof of Hardship for a variance
3
4 Mayor Barraza:
5 - Asked about adding Coyote Style Fencing
6
7 Mr. Shannon:
8 - Coyote Style Fencing is a wood fence
9
10 Commissioner Nevarez:
11 - Inaudible
12
13 Mayor Pro Tem Johnson-Burick:
14 - Metal Roofs
15
16 Mayor Barraza:
17 - Older homes are made of brick and not stucco
18 - What happens if repairs are requested to the brick
19
20 Mr. Shannon:
21 - Legal advice should be sought
22
23 Mayor Barraza:
24 - Aluminum fencing does not fit in
25
26 Mr. Shannon:
27 - Inaudible
28
29 Mayor Pro Tem Johnson-Burick:
30 - Has not seen a corrugated fence being used in front of a home
31
32 Mr. Shannon:
33 - Possible if the front setback is met
34
35 Mayor Barraza:
36 - Recommends putting metal, barbed wire and aluminum fencing as prohibited material
37
38 Mayor Pro Tem Johnson-Burick:
39 - Recommended allowing the material in the back of the dwelling
40 - Contradiction on #7 regarding stopped or standing vehicles, i.e., RVs
41 - Will do research on the parking regulations
42
43 Mr. Shannon:
44 - Recommended adding a coma to separate the statement
45
46
47 2. Discussion on Chapter 18.60 GENERAL PROVISIONS, CONDITIONS AND EXCEPTIONS Ordinance
48 Changes. – Board of Trustees & Planning, Zoning and Historical Appropriateness Commission.
49
50 Mr. Shannon stated a Moratorium was placed on non-conforming issues. He recommended reviewing 18.60.180 to re-
51 define and address the legal non-conforming status.
52
53
54
55
56 WORKSESSION ADJOURNED AT 4:56 P.M.



Town of Mesilla, New Mexico

**BOARD OF TRUSTEES AND THE PLANNING, ZONING AND HISTORICAL APPROPRIATENESS
COMMISSION
TOWN OF MESILLA
JOINT WORK SESSION
MONDAY, AUGUST 9, 2021
5:00 P.M.**

****FOR THE HEALTH & SAFETY OF ALL PUBLIC, MASKS ARE REQUIRED TO ENTER****

TRUSTEES: Nora Barraza, Mayor
Stephanie Johnson-Burick, Mayor Pro Tem (tardy)
Carlos Arzabal, Trustee (tardy)
Jesus Caro, Trustee
Veronica Garcia, Trustee

PZHAC: Yolanda Lucero, Chairperson
Gerald Nevarez, Commissioner
Davie Salas, Commissioner

STAFF: Cynthia Stoechner-Hernandez, Town Clerk/Treasurer
Kevin Hoban, Fire Chief
Enrique Salas, Marshal
Gloria Maya, Recorder

PUBLIC: Eric Walkinshaw Susan Kruger
Eric Liefeld Trina Witter
Mary Helen Ratje

a) For Discussion: changes to Chapter 18.35 Historic Residential Ordinance.
Mayor Barraza gave an update on the Chapter 18.35 Historic Residential Ordinance.

Ms. Stoechner-Hernandez presented and reviewed changes to the draft.

Mayor Barraza:

- Garages, storage sheds are included in the five structures
- 45,000 sq. ft. would be required to build five multi-family units

Commissioner Salas:

- Dwellings are live able, structures are not live able
- Maximum two dwellings

Mayor Barraza:

- Prior to 1972 needs to be added
- “Will be decided” on a case-to-case basis; omitted “will be allowed”

Commissioner Nevarez stated he does not want to proceed as he thought the changes brought forth at the worksession would have been made. He would like the recording to be made available.

1 Ms. Stohner-Hernandez stated she will listen to the recording and prepare a draft by the end of the week at
2 which time she will schedule a joint worksession.

3
4 Mayor Barraza stated the board was in consensus regarding the changes.

5
6 Commissioner Nevarez stated the recommendation was to change the language, 18.60.

7
8 Ms. Stohner-Hernandez stated she will make those changes.

9
10 Mayor Barraza stated changes will be made.

11
12 Mayor Pro Tem Johnson-Burick stated the last meeting was very productive.

13
14 Mayor Barraza stated a worksession will be scheduled for Thursday, August 19th in the afternoon.

15
16 Adjourned at 5:28 pm.

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**BOARD OF TRUSTEES
TOWN OF MESILLA
REGULAR MEETING
MONDAY, AUGUST 9, 2021
6:00 P.M.**

****FOR THE HEALTH & SAFETY OF ALL PUBLIC, MASKS ARE REQUIRED TO ENTER****

10 **TRUSTEES:** Nora Barraza, Mayor
11 Stephanie Johnson-Burick, Mayor Pro Tem
12 Carlos Arzabal, Trustee
13 Jesus Caro, Trustee
14 Veronica Garcia, Trustee

16 **STAFF:** Cynthia Stoechner-Hernandez, Town Clerk/Treasurer
17 Kevin Hoban, Fire Chief
18 Enrique Salas, Marshal
19 Gloria Maya, Recorder

21 **PUBLIC:** Eric Walkinshaw Susan Krueger
22 Eric Liefeld Trina Witter

25 **1. PLEDGE OF ALLEGIANCE**

26 Mayor Barraza led the Pledge of Allegiance.

27 **2. ROLL CALL & DETERMINATION OF A QUORUM**

28 **Roll Call.**

29 **Present:** Mayor Barraza, Mayor Pro Tem Johnson-Burick, Trustee Arzabal, Trustee Caro, Trustee Garcia

31 **3. CHANGES TO THE AGENDA & APPROVA**

32 **Motion: To approve agenda, Moved by Trustee Arzabal, Seconded by Trustee Caro.**

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

35 Mayor Pro Tem Johnson-Burick Yes

36 Trustee Arzabal Yes

37 Trustee Caro Yes

38 Trustee Garcia Yes

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

40 **Space is limited and may require persons giving public input IN PERSON to rotate if capacity of the**
41 **room is exceeded.**

42 Ms. Kruger submitted her concerns and comments. See attached

44 **5. CLOSED SESSION – pursuant to NMSA 1978 Chapter 10-15-1(H)(2): discussion limited to**
45 **personnel matters in the Marshal’s Department. – Board of Trustees**

46 **Motion: To enter Closed Session – pursuant to NMSA 1978 Chapter 10-15-1(H)(2): discussion limited**
47 **to personnel matters in the Marshal’s Department, Moved by Trustee Arzabal, Seconded by Trustee**
48 **Garcia.**

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

51 Mayor Pro Tem Johnson-Burick Yes

52 Trustee Arzabal Yes

1 Trustee Caro Yes
2 Trustee Garcia Yes

3
4 **6:09 entered closed session**

5
6 **Motion: To open Regular Meeting after limited discussion pursuant to NMSA 1978 Chapter 10-15-**
7 **1(H)(2) to personnel matters in the Marshal's Department; no action taken, Moved by Trustee Arzabal,**
8 **Seconded by Trustee Garcia .**

9
10 **Roll Call Vote:** Motion passed (summary: Yes =4).
11 Mayor Pro Tem Johnson-Burick Yes
12 Trustee Arzabal Yes
13 Trustee Caro Yes
14 Trustee Garcia Yes

15
16 **Open regular meeting at 6:26 p.m.**

17
18 **6. STATEMENT REGARDING CLOSED SESSION AND ROLL CALL VOTE** – discussion
19 during the closed session was limited to personnel matters in the Marshal's department pursuant to
20 NMSA 1978 Chapter 10-15-1(H)(2) and no action was taken while in closed session. – **Board of**
21 **Trustees.**

22
23 **7. ACTION ON ITEMS FROM CLOSED SESSION** – the board may act on items discussed in
24 closed session limited to personnel matters in the Marshal's Department pursuant to NMSA 1978
25 Chapter 10-15-1(H)(2). – **Board of Trustees.**

26 Mayor Barraza recommendations are Mr. Tress Diaz and Ms. Lourdes Hernandez for new hires in the
27 Marshal's department.

28
29 **Motion: To approve the mayor's recommendations for SRO and Deputy I, Moved by Trustee Arzabal,**
30 **Seconded by Trustee Garcia.**

31 Mayor Barraza stated both will have a one-year probation period.

32 Trustee Garcia asked what the starting pay will be and what it will be after the one-year probation.

33
34 Mayor Barraza stated that they would begin at a rate of \$15.50/hr then after one year and satisfactory review
35 go to \$17.50/hr.

36
37
38 **Roll Call Vote:** Motion passed (summary: Yes =4).

39 Mayor Pro Tem Johnson-Burick Yes
40 Trustee Arzabal Yes
41 Trustee Caro Yes
42 Trustee Garcia Yes

43
44
45 **8. APPROVAL OF CONSENT AGENDA:** (The Board will be asked to approve by one motion the
46 following items of recurring or routine business. The Consent Agenda is marked with an asterisk *)

47 **Motion: To approve the consent agenda, Moved by Trustee Arzabal, Seconded by Trustee**
48 **Garcia.**

49 Mayor Pro Tem Johnson-Burick request pulled Case 061215 from consent agenda.

1 **Amended Motion: To approve the consent agenda as amended, Moved by Trustee Arzabal,**
2 **Seconded by Trustee Caro.**

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

4 Mayor Pro Tem Johnson-Burick Yes

5 Trustee Arzabal Yes

6 Trustee Caro Yes

7 Trustee Garcia Yes

8

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

10 Mayor Pro Tem Johnson-Burick Yes

11 Trustee Arzabal Yes

12 Trustee Caro Yes

13 Trustee Garcia Yes

14

15 a) ***BOT MINUTES** – BOT minutes of a Work Session and Regular Meeting July 26, 2021.
16 *Approved by consent agenda*

17 b) ***PZHAC Case 061215- 1705 Tierra de Mesilla, submitted by Cesar Huisar of Casa Blanka**
18 **de Mesilla to construct a commercial building with portico and shade structure.**
19 **Commercial (C)**

20 Mayor Pro Tem Johnson-Burick stated she saw a sign at the property and work was being done. She was to
21 ensure the issues have been addressed.

22

23 Mayor Barraza responded Mr. Huisar has submitted a complete set of plans. Mr. Huisar will come back with a
24 sign application. He is leveling and grading of the property which was requested of him.

25

26 Mayor Pro Tem Johnson-Burick stated she does not want to see anything come up that was not brought forth
27 to the board for approval.

28

29 Mayor Barraza stated CID has moved forward with the approval.

30

31 **Motion: To approve PZHAC Case 061215 – 1705 Tierra de Mesilla, submitted by Cesar Huisar of Casa**
32 **Blanka de Mesilla to construct a commercial building with portico and shade structure. Commercial**
33 **(C), Moved by Trustee Arzabal, Second by Mayor Pro Tem Johnson-Burick.**

34

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

36 Mayor Pro Tem Johnson-Burick Yes

37 Trustee Arzabal Yes

38 Trustee Caro Yes

39 Trustee Garcia Yes

40

41 c) ***PZHAC Case 061257- 2301 Calle de San Albino/1991 Calle de Santiago, submitted by**
42 **Patricia Molina for repair work and remodel. Historic Residential (HR). *Approved by consent***
43 ***agenda***

44 Mayor Barraza stated 1991 Calle de Santiago does not appear on the Dona Ana County's records. The
45 applicant would like to keep both address; what should they do.

46

47 Fire Chief Hoban and Ms. Stoechner-Hernandez responded that the applicant would need to choose one of the
48 addresses and separate them by A & B.

49

50 Mayor Barraza stated the front windows are pane and ask that all windows are pane.

51

52 Ms. Molina responded they will make all the windows pane.

1
2
3 **9. *STAFF REPORTS:**

- 4 Community Development
5 Community Programs
6 Finance Department
7 Fire Department
8 Marshal Department
9 Public Works Department

10
11 **10. BOARD OF TRUSTEE COMMITTEE REPORTS**

12 Mayor Pro Tem Johnson-Burick – MPO meeting Wednesday, August 11th at the CLC Chambers, masks
13 required and possible proof of vaccinations.

14
15 Trustee Arzabal – CEO meeting in September

16
17 Trustee Garcia – MPO meeting Wednesday, August 11th

18
19
20 **11. BOARD OF TRUSTEE/STAFF COMMENTS**

21 Marshal Salas stated units are being delayed.

22
23 Fire Chief Hoban stated there is a phone app which verifies a vaccination record.

24
25 Ms. Stoechner-Hernandez asked to let her know if anyone will be attending the NMML Annual Conference in
26 Albuquerque so reservations can be made. Mayor Barraza will be the voting member.

27
28 Trustee Arzabal stated we are fortunate that we will have an SRO at Zia Middle School.

29
30 Trustee Caro asked everyone to watch for children now that school is back in session.

31
32 Mayor Barraza stated Mr. Steve Duran has resigned and will be taking a position at NMML. The Marshal
33 Department is doing codes regarding weeds and grass. She asked that any code issue be forwarded to the
34 Marshal Department. We will be enforcing Chapter 5 of the ordinance regarding special events and the
35 permitting process. The Marshal Department is also looking at renovations being done without a permit. Pot
36 holes are being addressed by the Public Works Department.

37
38
39 **12. ADJOURNMENT**

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

41
42 **MEETING ADJOURNED AT 6: 45 P.M.**

43
44 **APPROVED THIS 23rd DAY OF AUGUST, 2021.**

45
46
47
48 _____
49 **Nora L. Barraza**
50 **Mayor**

51
52 **ATTEST:**

53
54
55 _____

- 1 **Cynthia Stoeher-Hernandez**
 - 2 **Town Clerk/Treasurer**
- #

draft

First, what specifically is included in the agenda item for this case? The on line packet did not include the grading/drainage plan; or the elevations and foundation plans for the building and shade structure, etc. *So is this a complete construction application?*

Second, at section "O: wall, fencing hedge in the C Zone 1. Height", the code defines the measurement of height as taken from the "natural ground surface level."
This is not a level created by the addition of dirt to close gaps under a fence in order to lower the height of a 6'8" fence to a 6' fence. Also recognized at the 5/3/2021P&Z meeting is the potential of improper grading to adversely affect drainage with a negative impact on the adjoining farm land.

Third: be careful: at the BOT meeting of 3/29/2021, #5 Case 061215, there was a discussion of the 3 foot set-back for walls, fences and hedges for any yard in the C zone where the fence material is fire resistant. BUT when this came to a vote, the height was changed in the motion to 2 feet, and passed

*Must also clear side yard area
Area subject to
Public Regulations*



RESOLUTION NO. 2021-22

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

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

Whereas, the Agreement is identified as Project Number SAP 21-E2322-STB.

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

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

PASSED, APPROVED, AND ADOPTED this 23th day of August 2021.

Nora L. Barraza
Mayor

ATTEST:

Cynthia Stoechner-Hernandez
Town Clerk-Treasurer

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT]
CAPITAL APPROPRIATION PROJECT
MESILLA SCADA SYSTEM
SAP 21-F2322-STB**

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

RECITALS

WHEREAS, in the Laws of 2021, Chapter 138, Section 21, Paragraph 26, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

**SAP 21-F2322-STB (\$100,000.00) APPROPRIATION REVERSION DATE: June 30, 2025
Laws of 2021 Chapter 138, Section 21, Paragraph 26, One Hundred Thousand Dollars (\$100,000.00):**

to plan, design, construct, purchase, equip and install a supervisory control and data acquisition system in Mesilla in Dona Ana county;

The Grantee’s total reimbursements shall not exceed One Hundred Thousand Dollars (\$100,000.00) minus the allocation for Art in Public Places¹, if applicable, No Dollars (\$0.00) which equals One Hundred Thousand Dollars (\$100,000.00) (the “Adjusted Appropriation Amount”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

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

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

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

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

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

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

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

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

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

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

Department. It shall terminate on June 30, 2025 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

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

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

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

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

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

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

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

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

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Authorization Page
MESILLA SCADA SYSTEM SAP 21-F2322-STB

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

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

Judith L, Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to May 24, 2021 Secretary of Environment Delegation Order

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

I. Grantee Information	II. Payment Computation
A. Grantee: Mesilla	A. Payment Request No.
B. Address:	B. Grant Amount: \$100,000.00
	C. AIPP Amount (if Applicable): \$0.00
	D. Funds Requested to Date:
C. Phone No:	E. Amount Requested this Payment:
D. Grant No: SAP 21-F2322-STB	F. Reversion Amount (if Applicable):
E. Project Title: MESILLA SCADA SYSTEM	G. Grant Balance:
F. Grant Expiration Date: 6/30/2025	H. __GF __GOB __STB (attach wire if first draw)
	I. __Final Request for Payment (if Applicable)
III. Fiscal Year:	
<i>(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)</i>	
IV. <input type="checkbox"/>	Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.
V. <input type="checkbox"/>	Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.
Grantee Fiscal Officer or Fiscal Agent (if Applicable):	Grantee Representative:
Printed Name:	Printed Name:
Date:	Date:
(State Agency Use Only)	
Vendor Code	
I certify that the State Agency financial and vendor file information agree with the above submitted information.	
Division (SAP PA) Fiscal Officer/ Date:	Division (CPB) Project Manager/Date:

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

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: _Steven Deal

FROM: Grantee: Mesilla

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 21-F2322-STB

Grant Termination Date: June 30, 2025

As the designated representative of the Department for Grant Agreement number SAP 21-F2322-STB entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following Third-Party obligation executed, in writing, by the Third-Party's authorized representative:

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

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

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

The Amount of this Notice of Obligation: [_____]

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

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

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

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

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

ATTACHMENT A-PROJECT DESCRIPTION & DELIVERY PLAN

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

Name of Grantee: Mesilla
 Capital Outlay Grant No.: SAP 21-F2322-STB
 Project Name: MESILLA SCADA SYSTEM
 Grant Text: _____
 Project Description: _____

INSTRUCTIONS: Please answer the questions below. If needed, please contact the NMED Project Manager with questions or to discuss Attachment A before returning the Grant Agreement.

Capital outlay grant funds will be used to pay for (check all that apply):	The estimated cost for each is:	The project schedule for each is (started by MM/YYYY, completed by MM/YYYY):
A. ENGINEERING SERVICES <input type="checkbox"/> PLANNING <input type="checkbox"/> DESIGN <input type="checkbox"/> BIDDING & CONSTRUCTION PHASE SERVICES <input type="checkbox"/> B. CONSTRUCTION <input type="checkbox"/> C. EQUIPMENT PURCHASE <input type="checkbox"/> D. OTHER _____	A _____ _____ _____ _____ B _____ C _____ D _____	A _____ _____ _____ _____ B _____ C _____ D _____

Will engineering services for the entire project exceed \$60,000 (Y/N)? _____

Has an engineer been hired (Y/N)? _____ Please circle the procurement method: RFP, CES or direct hire less than \$60k.

Have any engineering studies, planning documents, or inspection reports been completed that define the project need and provide cost estimates (Y/N) _____? If yes, please provide copies to NMED.

Are there other funds for the project (Y/N)? _____ If yes, what funds will be used? _____

X

Official Representative/Date

X

NMED Project Manager Approval/Date

Reminder: The Grantee must obligate 5% of the total grant funds within 6 months of the bond sale if funds come from severance tax bonds (STB) toward an NMED-approved contract for engineering/construction/equipment/other project expense.

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

ARTICLE 1 REVIEW

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

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

for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

- H. The Grantee must submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to NMED for review and approval **prior to** awarding the contract. Grantee shall not award the contract until NMED has concurred in writing with the award. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), will be used for awarding construction contracts. Contracts will be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- I. Following NMED approval of the proposed award, the Grantee will submit the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed to NMED for review. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- J. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference with a copy to NMED. The Grantee will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval **prior to** implementation of such modification or change. The decision by NMED will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by NMED and followed by a written confirmation to the Grantee.
- K. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction. The Grantee will be required to submit the inspector's résumé to NMED for review and approval. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- L. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- M. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans, but will be a general NMED review as described in Article 2 below.
- N. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- O. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

ARTICLE 2 NMED OVERSIGHT

NMED inspection, review and approval are only for purposes of compliance with applicable state grant requirements, procedures, statutes and regulations. NMED approval will not be interpreted as any warranty or

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

ARTICLE 3 CLOSEOUT

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

equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

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

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

NMED Attachment C
NMED Contact Information Sheet
Project Number SAP 21-F2322-STB
Grantee Mesilla

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

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

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

NMED ATTACHMENT D DISBURSEMENT REQUEST
SPECIAL APPROPRIATIONS PROGRAM (SAP)

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

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

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

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

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

NMED Attachment E
New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
Project SAP 21-F2322-STB
Grantee Mesilla
Payment Request No _____

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

Official Representative, Signed Name, Printed Name, Date



Town of Mesilla, New Mexico

RESOLUTION NO. 2021-23

A RESOLUTION ADOPTING THE FY 2023-2027 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP)

WHEREAS, the Town of Mesilla recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF MESILLA that:

1. The municipality has adopted the attached FY 2023-2027 Infrastructure Capital Improvements Plan
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. 2020-19

PASSED, APPROVED and ADOPTED by the Board of Trustees at its meeting of August 23, 2021.

Nora L. Barraza
Mayor

ATTEST:

Cynthia Stoechner-Hernandez
Town Clerk-Treasurer

INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP) - FY 2023-2027 PROPOSED PROJECTS

Plan Rank	Project Title	Category	Funding	
2023-01	Public Safety Building Renovations	Facilities - Fire Facilities	LGRANT, SGRANT, SLOAN, FGRANT	250,000.00
2023-02	New Well, Tank and Pump House (Professional Engineering Report (PER) and Study Only)	Water - Water Supply	LGRANT, SGRANT, SLOAN, FGRANT	100,000.00
2023-03	Marshal's Equipment	Equipment - Other	LGRANT, SGRANT, SLOAN, FGRANT	140,000.00
2023-04	Administration Vehicles	Vehicles	LGRANT, SGRANT, SLOAN, FGRANT	40,000.00
2023-05	Install/Replace Fire Hydrants - Phase I-III	Water	LGRANT, SGRANT, SLOAN, FGRANT	100,000.00
2023-06	Mesilla Road Improvements - Phase(s) I-III	Road/Streets/Bridges	LGRANT, SGRANT, SLOAN, FGRANT	100,000.00
2023-07	Marshal's Department New Vehicle and Equipment	Vehicle	LGRANT, SGRANT, SLOAN, FGRANT	70,000.00
2024-01	Sanitary Sewer System and Manhole Rehabilitation	Wastewater	LGRANT, SGRANT, SLOAN, FGRANT	100,000.00
2024-02	Replace Waterlines - Phase I-III	Water	LGRANT, SGRANT, SLOAN, FGRANT	305,500.00
2024-03	Sewer Line Extensions - Phase I-III	Wastewater	LGRANT, SGRANT, SLOAN, FGRANT	150,000.00
2024-04	Security Upgrades / Access Control - all Facilities	Facilities - Admin	LGRANT, SGRANT, SLOAN, FGRANT	250,000.00
2025-01	Purchase New Street Sweeper	Other - Equipment	LGRANT, SGRANT, SLOAN, FGRANT	150,000.00
2025-02	Parque de Los Leones de Mesilla Parking and Road Improvements	Public Parks / Roads	LGRANT, SGRANT, SLOAN, FGRANT	235,000.00
2025-03	Park Rehabilitate Up-Grade Equipment and Restroom Facilities	Public Parks (local)	LGRANT, SGRANT, SLOAN, FGRANT	165,000.00
2025-04	Calle de Arroyo Drainage Improvements	Storm Drains	LGRANT, SGRANT, SLOAN, FGRANT	150,000.00
2026-01	Alarm System Replacement - Town Hall	Buildings/Facilities	LGRANT, SGRANT, SLOAN, FGRANT	34,000.00
2026-02	Calle del Sur - Roadway Widening and storm Drain Improvements	Road/Streets/Bridges	LGRANT, SGRANT, SLOAN, FGRANT	215,000.00
2026-03	Sidewalk Refurbishment and Replacement	Road/Streets/Bridges	LGRANT, SGRANT	75,000.00
2027-01	Boardroom Facilities - Addition to Town Hall	Other	LGRANT, SGRANT, SLOAN, FGRANT	1,700,000.00

Priority	2023-2027 ICIP	Estimated Cost
1	Public Safety Building Renovations	\$250,000.00
2	New Well and Tank Facilities (Phase 1 - PER)	\$100,000.00
3	Marshal's Equipment	\$140,000.00
4	Admin Vehicles	\$40,000.00
5	Fire Hydrant Replacements	\$100,000.00
6	Roadway Improvements	\$100,000.00
7	Marshal's Vehicles	\$70,000.00