



THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A REGULAR MEETING ON MONDAY, SEPTEMBER 27, 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. PROCLAMATIONS:
  - a) A Proclamation by the Board of Trustees declaring October 6, 2021, as “International Walk to School Day” in Mesilla. – **Ashleigh Curry and students.**
  - b) A proclamation by the Board of Trustees declaring October 3rd – October 9th, 2021, as Fire Prevention Week in the Town of Mesilla. – **Kevin Hoban, Fire Chief.**
5. 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.**
6. APPROVAL OF CONSENT AGENDA: (The Board will be asked to approve by one motion the following items of recurring or routine business. The Consent Agenda is marked with an asterisk \*)
  - a) **\*BOT MINUTES** – Minutes of a Joint Work Session and regular meeting September 13, 2021.
  - b) **\*PZHAC Case #061277** – 2322 Calle Principal, submitted by Pat Taylor for the installation of a new half round gutter (galvanized aluminum) and the installation of a rain barrel with screening behind Del Sol. **Zoned: Historic Commercial (HC).**
  - c) **\*PZHAC Case #061278** – 1912 Calle de Santiago, submitted by Pat Taylor on behalf of Robert Tustin, for the installation of a new gutter (aluminum) on the north side of the roof at overhang. **Zoned: Historic Commercial (HC).**
  - d) **\*PZHAC Case #061279** – 2220 Calle de Parian A, submitted by Glenn Cutter for a wall sign, a freestanding sign and parking signs. **Zoned: Historic Commercial (HC).**
  - e) **\*PZHAC Case #061282** – 2391 Calle de Parian, submitted by Robert Reynolds for the installation of a 4-foot gate and fence between his properties. **Zoned: Historic Residential (HR).**
7. NEW BUSINESS:
  - a) **For Approval:** Ordinance 2021-01: Revising Chapters 18.35 Historic Residential Zone and 18.60.180 Area Requirements Deemed Met. – **Requested by Mayor Pro-Tem Johnson-Burick and Trustee Garcia.**
  - b) Update on the budget for the 2021 Dieciséis de Septiembre Fiesta. – **Dorothy Sellers, Special Events Coordinator.**  
**\*\*If board decides to recommend approval of Ordinance 2021-01, must act on 6(C)\*\***
  - c) **Resolution 2021-26:** a resolution repealing Resolution 2021-25: placing an additional three-month moratorium on the expansions of non-conforming lots. - **Board of Trustees.**
  - d) **Resolution 2021-27:** a resolution authorizing the participation in Capital Outlay program administered by the New Mexico Department of Transportation in the amount of \$180,000 for Calle de Picacho drainage improvements. – **Rod McGillivray, Public Works Director.**

- e) **Resolution 2021-28:** A resolution authorizing the participation in Capital Outlay program administered by the New Mexico Department of Transportation in the amount of \$125,000 for lighting improvements. – **Rod McGillivray, Public Works Director.**
- f) **Resolution 2021-29:** A resolution adopting the FY 2023-2027 Infrastructure Capital Improvements Plan (ICIP) for the Senior Citizen’s facility at the Community Center. – **Rod McGillivray, Public Works Director.**

**8. BOARD OF TRUSTEE COMMITTEE REPORTS**

**9. BOARD OF TRUSTEE/STAFF COMMENTS**

**10. ADJOURNMENT**

**NOTICE:**

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

Posted 9/23/2021 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.



**Official International Walk to School Day Proclamation**

**Contact: Ashleigh Curry, Safe Routes to School Coordinator 575-202-1317**

**WHEREAS**, Walking or bicycling to school affords opportunities for students, parents, and school staff to build activity into daily routine; and

**WHEREAS**, making bicycle and pedestrian safety improvements a priority can help protect the life and safety of the Town of Mesilla's youth; and

**WHEREAS**, the Town of Mesilla is working to add bike lanes, trails, sidewalks, and improve street crossings to better connect our neighborhoods and provide safer routes to school; and

**WHEREAS** a lack of physical activity plays a leading role in rising rates of obesity, diabetes, and other health problems among children; and

**WHEREAS**, regularly walking and biking to school can be fun and increase students' readiness to learn; and

**WHEREAS**, driving students to school in private vehicles contributes to traffic congestion and air pollution; and

**WHEREAS**, Parents, caregivers, community leaders and others are well-positioned to teach children about pedestrian safety, health risks related to sedentary lifestyles, and environmental consequences of fossil fuel use; and

**WHEREAS**, in October, community leaders, parents, and children from around the world will join together for Walk to School events to increase awareness about the health and environmental benefits of walking and biking to schools.

**NOW THEREFORE BE IT PROCLAIMED BY** the Board of Trustees, of the Town of Mesilla do hereby proclaim October 6, 2021, as

**“Walk to School Day”**

in the Town of Mesilla and encourage all citizens of the Town of Mesilla to promote the safety and health of children this day and throughout the year by supporting pedestrian and bicycle improvements, modeling safe pedestrian and bicycle behaviors, and practicing an active lifestyle.





Nora E. Barraza  
Mayor  
Town of Mesilla



**PROCLAMATION DECLARING OCTOBER 3 – 9<sup>TH</sup>, 2021  
FIRE PREVENTION WEEK IN THE TOWN OF MESILLA**

**WHEREAS**, the Town of Mesilla is committed to ensuring the safety and security of all those living in and visiting our community; and

**WHEREAS**, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

**WHEREAS**, home fires killed more than 2,770 people in the United States in 2019, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 339,500 home fires; and

**WHEREAS**, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

**WHEREAS**, working smoke alarms cut the risk of dying in reported home fires in half; and

**WHEREAS**, Mesilla residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

**WHEREAS**, Mesilla residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

**WHEREAS**, Mesilla residents will make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

**WHEREAS** Mesilla first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**WHEREAS**, Mesilla residents are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

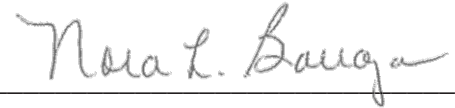
**WHEREAS**, the 2021 Fire Prevention Week™ theme, “Learn the Sounds of Fire Safety™,” effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms.



**NOW THEREFORE BE IT PROCLAIMED BY** the Board of Trustees of the Town of Mesilla, do hereby proclaim October 3–9, 2021, as Fire Prevention Week throughout our community, and I urge all the people of Mesilla to:

**“Learn the Sounds of Fire Safety”**

for Fire Prevention Week 2021 and to support the many public safety activities and efforts of the Mesilla fire and emergency services.



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Nora L. Barraza  
Mayor  
Town of Mesilla



# Town of Mesilla, New Mexico

**BOARD OF TRUSTEES AND THE PLANNING, ZONING, AND HISTORICAL APPROPRIATENESS  
COMMISSION  
TOWN OF MESILLA  
JOINT WORK SESSION  
MONDAY, SEPTEMBER 13, 2021  
4:00 P.M.**

**TRUSTEES:** Nora Barraza, Mayor  
Stephanie Johnson-Burick, Mayor Pro Tem (arrived 5:15 p.m.)  
Carlos Arzabal, Trustee (absent)  
Jesus Caro, Trustee  
Veronica Garcia, Trustee

**STAFF:** Cynthia Stoechner-Hernandez, Town Clerk/Treasurer  
Kevin Hoban, Fire Chief  
Rod McGillivray, Public Works Director  
Gloria Maya, Recorder

**PUBLIC:** Blaine P. Erica Penns  
Justin Sevey Alyssa Pearson (via telephone)

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

1. Roundtable discussion regarding the new cannabis law (House Bill 2).

Ms. Stoechner-Hernandez reviewed the Cannabis Regulation Act.

Mayor Barraza:

- Historic Commercial and Commercial would allow for the sale of cannabis
- An application has been submitted for Green Houses so far
- Required distances between schools/daycares and cannabis shops, etc.

Mr. Maese:

- Reviewed the guidelines
- Join forces with the Town and CID
- Policy to enforce the intent

Ms. Stoechner-Hernandez:

- Recreational marijuana
- 25% medical marijuana is required to be produced for a certain length of time
- Medical cannabis is reduced to 10% after a period of time per state law

Ms. Penns:

- Reviewed the medical and recreational cannabis regulations

- 1 Commissioner Nevarez:  
2 - Asked about timelines  
3 - Allowed in all commercial zones?  
4 - Consumption?  
5

- 6 Ms. Pearson:  
7 - Possibility of not having inventory by April 1<sup>st</sup> if they cannot grow soon  
8 - Mesilla will not allow permitting before an ordinance is in place  
9 - City of Las Cruces will allow permitting, could go there instead  
10 - Provisional license is a letter given by the state and not required unless the entity is going to require it  
11 - City of Las Cruces is allowing cannabis irrigation  
12

- 13 Mayor Barraza:  
14 - State rules and regulations were released 3 weeks ago  
15 - Owners must submit applications to the state  
16 - State provides a letter documenting the proper paperwork has been submitted  
17 - Letter is submitted to the town for review  
18 - Process may take up to 90 days for a new ordinance  
19 - Looking at April 1<sup>st</sup> start date for sale of cannabis  
20 - Amending the current ordinance to address cannabis concerns  
21 - Allowed in all commercial zones but must be 300 ft. from a school or daycare by law  
22 - Consumption is not allowed in any public area or facility  
23

- 24 Fire Chief Hoban:  
25 - Read and reviewed 8.10 which addresses consumption and smoking issues  
26 - Categorical codes need to be addressed within that building  
27

- 28 Ms. Stoechner-Hernandez:  
29 - Believes RLD will not license liquor and cannabis in the same facility  
30

- 31 Mr. Maese:  
32 - Entities are allowed to be more stringent than the law  
33 - Cannot lessen the code  
34 - Follow guidelines  
35

- 36 Mayor Barraza:  
37 - Required to meet state law and regulations based on state statute  
38

- 39 Ms. Blaine:  
40 - Possession of a liquor license disqualifies the cannabis license being issued at the state level.  
41

- 42 Trustee Caro:  
43 - Limitation on acreage  
44

- 45 Mayor Barraza:  
46 - No limitations if we allow it in the following areas RA, R1, RF zones  
47

48 Inaudible  
49

- 1 Mayor Barraza:  
2 - Raasaf Hills zone is not applicable to the Town of Mesilla and needs to be removed  
3 - HC, RA, R1, HR, RF and Commercial Zones are applicable  
4  
5 Trustee Garcia:  
6 - What is considered commercial?  
7  
8 Mayor Barraza:  
9 - Selling the products  
10 - Asked if GRT's are received only if they are retail or also from the producer  
11  
12 Ms. Stoechner-Hernandez:  
13 - GRT will be collected if it is reported for the Town of Mesilla by the retail establishment.  
14  
15 Mayor Barraza:  
16 - Businesses owners in the R1 zone must live on the property  
17  
18 Ms. Blaine:  
19 - The limit is 200 plants for microgrowers  
20  
21 Mayor Barraza:  
22 - Number of plants can increase over the years  
23  
24 Mr. Maese:  
25 - Asked how Mesilla will meter the water  
26 - Will 2 meters be required  
27  
28 Mayor Barraza:  
29 - Residents and businesses in the Town of Mesilla are provided water for residential needs  
30 - Southeast area (Capri Arc area) is served by the City of Las Cruces  
31  
32 Ms. Pearson:  
33 - Average use for 200 plants would be the same as for 2 pecan trees  
34 - Possible revenue \$2.6 million  
35  
36 Mayor Barraza:  
37 - Process must be followed for permitting a Green House or any other structures  
38 - If there is no water how will water be provided? By EBID or a well?  
39 - Mesilla does not have the resources that City of Las Cruces has to provide water in bulk  
40  
41 Ms. Pearson:  
42 Inaudible  
43  
44 Trustee Caro:  
45 - Will not be able to depend on EBID for water especially now  
46  
47 Trustee Garcia:  
48 - 2 to 3 harvests a year  
49 - Need to renew business license yearly

1  
2 Ms. Pearson:  
3 - Yes  
4  
5 Mr. McGillivray:  
6 - Town has a domestic water system  
7 - Does not have the capacity to water agriculture also  
8  
9 Commission Salas:  
10 - City of Las Cruces has the capability to water all agriculture  
11  
12 Mayor Barraza:  
13 - Mesilla's wells are in the Raasaf area  
14 - Amending ordinances with feedback from the departments  
15 - Asked for guidance  
16  
17 Commissioner Salas:  
18 - Asked what the distance is from Rio Grande Prep  
19  
20 Fire Chief Hoban:  
21 - Plaza commercial area is about 500 ft.  
22 - Mercado and corridor are outside the range  
23  
24 Mayor Barraza:  
25 - Gallegos house on Santiago and San Albino is going to be .5 residential and .5 commercial  
26  
27 Fire Chief Hoban:  
28 - Gallegos house is over the 300 ft.  
29  
30 Ms. Pearson:  
31 - Distance requirement is 300 ft. from the boundary of property; not door to door  
32  
33 Fire Chief Hoban:  
34 - Boundary of property line to door of business location  
35  
36 Commissioner Nevarez:  
37 - Identify which ordinance applies  
38 - Amend to accommodate a new business  
39  
40 Mayor Barraza:  
41 - How should this be considered, i.e., as a cottage industry, special use permit, home enterprise  
42 - This would determine which ordinance needs to be amended  
43  
44 Ms. Stoechner-Hernandez:  
45 - Explained the differences for each  
46 - Create a committee to review the proposed changes  
47  
48 Mayor Barraza:  
49 - R1 requires that they live on the property

1 Commissioner Nevarez:  
2 - Committee allows for more input  
3  
4 Mayor Barraza:  
5 - Time is of the essence  
6  
7 Ms. Stoechner-Hernandez:  
8 - Explained the processes for developing an ordinance  
9 - Possibility of a Special Meeting to speed up process  
10 - Joint work sessions  
11 - 2 weeks posting required prior to Public Hearing  
12 - Looking at 1 month after the ordinance is in draft form depending on comments received  
13  
14 Mayor Barraza:  
15 - Committee to meet this week  
16  
17 Trustee Garcia:  
18 - Willing to serve on the committee  
19  
20 Commissioner Nevarez:  
21 - Willing to serve on the committee  
22  
23 Ms. Penn:  
24 - Willing to answer any questions  
25  
26 Ms. Pearson:  
27 - Do not want to set up their retail business where the growing is taking place  
28 - Distancing from Cottage Industry  
29 - Home Occupation is better guidelines  
30 - Open to running Pilot Programs  
31 - Looking at state for guidance  
32 - Not all ordinances need to be done at once  
33 - Production guidelines need to move quickly  
34 - Provide consulting and information  
35  
36 Mr. Maese:  
37 - Need to accommodate them to move forward  
38 - Inspections  
39  
40 Mayor Barraza stated documents provided have been helpful. We want to ensure we have a good ordinance in  
41 place and will work with them to move forward and faster. There are very few municipalities that have moved  
42 forward with the Cannabis Act.  
43  
44 Closed worksession at 5:16 p.m.  
45  
46



1  
2 **BOARD OF TRUSTEES**  
3 **TOWN OF MESILLA**  
4 **REGULAR MEETING**  
5 **MONDAY, SEPTEMBER 13, 2021**  
6 **6:00 P.M.**

7 **\*\*FOR THE HEALTH & SAFETY OF ALL PUBLIC, MASKS ARE REQUIRED TO ENTER\*\***  
8  
9

10 **TRUSTEES:** Nora Barraza, Mayor  
11 Stephanie Johnson-Burick, Mayor Pro Tem  
12 Carlos Arzabal, Trustee  
13 Jesus Caro, Trustee  
14 Veronica Garcia, Trustee  
15

16 **STAFF:** Cynthia Stoechner-Hernandez, Town Clerk/Treasurer  
17 Kevin Hoban, Fire Chief  
18 Rod McGillivray, Public Works Director  
19 Gloria Maya, Recorder  
20

21 **PUBLIC:** Trina Witter Eric Liefeld  
22 Sally Williams Chris Schaefer  
23 Russell Hernandez Eric Walkinshaw  
24 Susan Krueger Ralph Geck  
25 Mickey B. Emma R.  
26 Mary Helen Ratje Jessie H. Sainz  
27 Adam Sainz Roxanne Livingston  
28  
29

30 **1. PLEDGE OF ALLEGIANCE**

31 Mayor Barraza led the Pledge of Allegiance.

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

33 **Roll Call.**

34 **Present:** Mayor Barraza, Mayor Pro Tem Johnson-Burick, Trustee Arzabal, Trustee Caro, Trustee Garcia  
35

36 **3. CHANGES TO THE AGENDA & APPROVAL**

37 **Motion:** To approve agenda, Moved by Trustee Arzabal, Seconded by Trustee Caro.  
38

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

40 Mayor Pro Tem Johnson-Burick Yes

41 Trustee Arzabal Yes

42 Trustee Caro Yes

43 Trustee Garcia Yes

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

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

47 Mr. Hernandez stated it is important to revisit and review with a non-biased professional opinion. He  
48 feels the moratorium should not be extended as this is not allowing people to move forward.

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Ms. Krueger expressed her opposition regarding case #061263. Letter attached

Ms. Livingston stated (distributed survey) the past year she and Dry Point Distributors have hosted a Pop-Up Mercado. She was informed that they were not following procedure. All the participants, 30 vendors, have a City of Las Cruces business license and were told it covers all of Dona Ana County. Since their products are not handmade, they do not qualify to participate in the Mercado. This benefits everyone.

Mr. Mickey B. stated many of the participants do not have money to set up a brick-and-mortar business. This Pop-up Mercado brings foot traffic and money to the town. He had to pay a fine for setting up a Pop-up Mercado and expressed his frustration.

Ms. Ratje asked that the meetings be held at the Community Center as it makes it difficult to hear what is being said. This would have been more beneficial to the town if more people could attend the meetings.

Mr. Schaefer stated these markets bring people to the town who spend money by eating at the restaurants and shopping. We were trying to find a solution to highlight our businesses. He has been in contact with the trustees to discuss concerns.

Mr. Sainz asked the trustees to move forward on the ordinance as they would like to be allowed to add to their existing home.

Mr. Leifeld expressed his frustration on the HR ordinance process. The conference call was inappropriate. People are taking a risk being here. Comments made at the August 23<sup>rd</sup> meeting were ignored. He did not hear from any trustee and his letter was not included in the packet. There has not been due process on something this important. He asked them to take more time. The changes are not highlighted which makes it difficult to note the proposed changes.

Mr. Taylor asked why the changes are being called for. Recommended hiring a professional planner to review the proposed changed. A survey conducted in 1980 has not been updated. He asked about potential grants to offset the cost. He has brought up this before and the town does not respond.

Ms. Emma R stated the Pop-up Mercado are important to the vendors.

Mr. Geck asked for clarification regarding open spaces, population density, how will it be determined. He has asked that no more rental properties be built. Agrees meetings should be held at the Community Center.

Ms. Pauline asked what led to make changes, what are the problems, what is their goal. Open space should be “yard” and balconies are considered open space. Agrees with no more rental properties.

Ms. Shelby stated Pop-up Mercados allow the opportunity for vendors to sell their goods.

**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 \*)**

Mayor Pro Tem Johnson-Burick requested removing item d PZHAC Case #061262 from consent agenda.

**Motion: To approve agenda as amended, Moved by Trustee Arzabal, Seconded by Mayor Pro Tem Johnson-Burick.**

1  
2 **Roll Call Vote:** Motion passed (**summary:** Yes =4).  
3 Mayor Pro Tem Johnson-Burick Yes  
4 Trustee Arzabal Yes  
5 Trustee Caro Yes  
6 Trustee Garcia Yes

- 7 a) **\*BOT MINUTES** – Minutes of a Joint Work Session August 19, 2021. *Approved by consent*  
8 *agenda*  
9 b) **\*BOT MINUTES** – BOT minutes of a Work Session and Regular Meeting August 23, 2021.  
10 *Approved by consent agenda*  
11 c) **\*PZHAC Case #061261** – 2571 Calle de Guadalupe, submitted by Jane Mercer and Jeff  
12 McBride for the installation of new windows, security bars, repair, and paint exterior doors.  
13 **Zoned: Historical Commercial (HC).** *Approved by consent agenda*  
14 d) **\*PZHAC Case #061262** – 1705 Tierra de Mesilla, submitted by Casa Blanka Imports for a  
15 sign permit on a stucco wall. **Zoned: General Commercial (C).**

16 **Motion: To approve PZHAC Case #061262 – 1705 Tierra de Mesilla, submitted by Casa Blanka Imports**  
17 **for a sign permit on a stucco wall, Moved by Trustee Arzabal, Seconded by Trustee Garcia.**  
18

19 Mayor Pro Tem Johnson-Burick asked if the max for sign height is 6 ft.

20  
21 Mayor Barraza responded it is tiered.

22  
23 Mayor Pro Tem Johnson-Burick stated the way the Hacienda presented their sign was not the outcome.

24  
25 Mayor Barraza responded it was presented to the board and approved by the board.

26  
27 Trustee Arzabal asked what the next plan is.

28  
29 Mayor Barraza responded that is up to the trustees.

30  
31 Mayor Pro Tem Johnson-Burick asked if there is a height limit.

32  
33 Ms. Stoechner-Hernandez read section 18.65.170

34  
35 Mayor Barraza stated it was not an error.

36  
37 Mayor Pro Tem Johnson-Burick stated the Hacienda sign should not have been approved.

38  
39 Ms. Stoechner-Hernandez stated that it was approved by both the PZHAC and the BOT.

40  
41 Trustee Arzabal stated the case should go back to PZHAC.

42  
43 Mayor Barraza responded PZHAC has already approved the case. The trustees can place conditions.

44  
45 Trustee Caro inaudible

46  
47 **Amended Motion: To approve PZHAC Case #061262 – 1705 Tierra de Mesilla, submitted by Casa**  
48 **Blanka Imports for a sign on a stucco wall with condition that it meet the ordinance, Moved by Trustee**  
49 **Arzabal, Seconded by Mayor Pro Tem Johnson-Burick.**

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

52 Mayor Pro Johnson-Burick Yes

1 Trustee Arzabal Yes  
2 Trustee Caro Yes  
3 Trustee Garcia Yes  
4  
5 **Original Roll Call Vote:** Motion passed (**summary:** Yes =3, No=1).  
6 Mayor Pro Tem Johnson-Burick Yes  
7 Trustee Arzabal Yes  
8 Trustee Caro No  
9 Trustee Garcia Yes

- 10 e) **\*PZHAC Case #061263** – 1705 Tierra de Mesilla, submitted by Casa Blanca Imports for a  
11 sign permit for a gate sign. **Zoned: General Commercial (C). Approved by consent**  
12 **agenda**  
13 f) **\*PZHAC Case #061264** – 2645 Calle del Sur, submitted by Ralph Lucero for the  
14 installation of a 14x20 prefabricated storage shed in the back yard. **Zoned: Historic**  
15 **Residential (HR). Approved by consent agenda**  
16 g) **\*PZHAC Case #061269** – 1799 Avenida de Mesilla, submitted by Mesilla Legal Center for  
17 two signs at this address. **Zoned: Commercial (C). Approved by consent agenda**

18  
19  
20 **6. A PUBLIC HEARING:** Ordinance 2021-01 revising Chapters 18.35 Historic Residential Zone and  
21 18.60.180 Area Requirements Deemed Met. **A copy of this draft can be found on our website.**  
22

23 **Motion: To close regular meeting and open Public Hearing, Moved by Trustee Garcia, Seconded by**  
24 **Trustee Arzabal.**

25  
26 **Roll Call Vote:** Motion passed (**summary:** Yes=4)  
27 Mayor Pro Johnson-Burick Yes  
28 Trustee Arzabal Yes  
29 Trustee Caro Yes  
30 Trustee Garcia Yes  
31

32 **Entered Public Hearing at 6:56 p.m.**

33 Mr. Taylor read his list. He stated there should be legal and professional review of the ordinance.  
34 Meetings should be held at the Community Center. Town staff had to give up their seats to allow the  
35 residents to attend. We need to make the effort and get more public participation. Agriculture zones  
36 allow farm animals. He asked that the language in the ordinance be checked.

37 Ms. Carolyn stated due to the comments made sufficient time and space asked they vote no tonight.  
38 Make a good ordinance that will last. Create a committee with the knowledge people in the town.  
39 Hard to look for funding but the community will rally behind you to help.

40 Ms. Krueger stated she became familiar with Secretary of Interior Standards and there was a lot of  
41 information of the history of abutting property who shared an interior wall. Permission was needed to  
42 perform work. Need to know the history before making decision on right of entry. Letter attached

43 Ms. Witter stated she would like to hear the Board of Trustees comment as to why the changes are  
44 being made. She has not heard any good arguments and asked the trustees to vote no. Reference  
45 18.35.060.

46 Mr. Leifeld stated many residents share the boards concerns but differ in the solutions being proposed.  
47 He asks that they deny this ordinance tonight; give it more time and allow people to participate. He  
48 wants this to be understandable and fair and these changes do not meet those standards. Referenced

1 18.35.060 and 18.35.040. His mother was denied due to the changes made in 2020. This is  
2 unconstitutional. Setbacks do not apply to walls and fences. The attorney's opinion was confusing.  
3 Read section This does not make sense. The town can not legislate. Addressed the zero-lot line,  
4 non-conforming lots, and setbacks. People would not be able to maintain their homes. Read response  
5 from Mr. Cervantes. This has been in the code for at least 20 years. He received a formal apology  
6 from the trustees. He does not understand why there is moratorium when this applies to all zones. He  
7 addressed population density. Recommended getting professional help, get in touch with the Certified  
8 Local Government to be in compliance with Historic Preservation and get public input. He asked the  
9 board to deny the ordinance.

10 Ms. Ratje stated the ordinance was difficult to understand; it should be clear and concise. Comments  
11 were not taken into consideration. The survey is 21 years old. There are good points, but the board  
12 should deny it tonight. People were not involved and did not participate due to the pandemic.  
13 Reiterated meeting should have been held at the Community Center. She asked the board to deny the  
14 ordinance.

15 Mr. M. Taylor stated the public needs to hear from the trustees. He asks why the rush to move  
16 forward and asked the board to deny the ordinance.

17 Mr. Geck stated the ordinance needs to be clear and concise. Pitch roofs, 2-story buildings should not  
18 be allowed. When he built his home, he was told pitch roofs were not allowed. The HR zone needs to  
19 have style restrictions.

20 **Motion: To close Public Hearing and open regular meeting, Moved by Mayor Pro Tem Johnson-**  
21 **Burick, Seconded by Trustee Arzabal.**

22  
23 **Roll Call Vote:** Motion passed (summary: Yes=4)  
24 Mayor Pro Johnson-Burick Yes  
25 Trustee Arzabal Yes  
26 Trustee Caro Yes  
27 Trustee Garcia Yes  
28

29 **Entered Regular Meeting at 7:27 p.m.**

30  
31  
32 **7. NEW BUSINESS:**  
33 a) **For Approval:** Ordinance 2021-01: Revising Chapters 18.35 Historic Residential Zone and  
34 18.60.180 Area Requirements Deemed Met.  
35

36 **No Motion – item failed.**

37  
38 Trustee Caro stated the residents have brought forth valid concerns.  
39

40 Mayor Barraza stated we addressed Mr. Geck's concerns which is why this ordinance was brought back.  
41 Referenced page 103 - Revisions. We are hurting the residents instead of helping them as they will not be  
42 able to add to their homes. The board has invested a lot of time in addressing resident's concerns. Mr.  
43 Alexander was the one who brought "Open Space" to the board to be placed in the ordinance. She  
44 understands the resident's concerns. She cannot explain why this was not voted on; she thought the  
45 commissioners and the trustees were on board because they asked to move it forward.  
46

47 Mayor Pro-Tem Johnson-Burick stated the revisions to this ordinance were started prior to the pandemic.  
48 A committee was organized to address the issues and protect Mesilla after residents stated they did not  
49 want apartments. Businesses did not stop having meetings during the pandemic. Everyone had time to  
50 voice their concerns. By not passing this ordinance we do not benefit ourselves, others, or those with

1 money. We are here to protect the Town of Mesilla. We want Mesilla to stay Mesilla. There was plenty  
2 of time to contact us. Government does not stop because of the pandemic.

3  
4 Trustee Garcia stated this ordinance did not pass while our meetings were on Zoom but passed the second  
5 time it was brought forth. We had no participants. This was brought forth because of Mr. Geck's  
6 petition. She did ask for an attorney's opinion before she voted and requested the meetings be held at the  
7 Community Center. The board does listen to its residents. She reads her emails but sometimes does not  
8 respond. The moratorium will need to be extended.

9  
10 Trustee Arzabal stated it has been the consensus of the board to move forward. His vote was based on the  
11 legal opinion received from the attorney regarding the apartments near Mr. Geck on prior cases.

12  
13 Mayor Barraza stated the ordinance was sent to the town attorney for review. Ms. Stoechner-Hernandez  
14 sent an email to the trustees asking what they wanted specifically to be studied.

15  
16 Ms. Stoechner-Hernandez stated she asked the trustees what specifically they wanted to be studiedddd as  
17 she need scope of work for the study.

18  
19 Mayor Pro-Tem Johnson-Burick recommended providing the residents' concerns to Ms. Stoechner-  
20 Hernandez.

21  
22 Mayor Barraza stated what is the timeframe to revisit this ordinance? We have been trying to address  
23 non-conforming lots to help the residents.

24  
25 Ms. Stoechner-Hernandez stated the board can remove everything to do with Historic Residential Zone and  
26 only vote on section 18.60.180 which would address the non-conforming lots issue.

27  
28 Mayor Barraza stated the past non-conforming lots cannot expand on the property. She asked what the  
29 process is to move forward on non-conforming lots.

30  
31 Ms. Stoechner-Hernandez responded since there was not a motion made, they can move forward tonight by  
32 making a motion.

33  
34 Mayor Barraza stated she would need a motion to approve Section 3: 18.60.180 only.

35  
36 Ms. Stoechner-Hernandez responded a motion can be made to only approve Section 3.

37  
38 Mayor Barraza stated at the next meeting this can be broken down and the board can vote on the sections  
39 they want to move forward on. The section addressing HR will not be brought forth. She read the letter  
40 sent from SHPO as they do not control issues on private property.

41  
42 Discussion ceased without a motion.

43  
44 **b) For Approval:** an agreement between the Town of Mesilla and Department of Finance and  
45 Administration for capital outlay for Mesilla Plaza sidewalk improvements in the amount of  
46 \$117,000.

47 Mr. McGillivray stated this agreement is from the FY22-26 ICIP.

48  
49 **Motion: To approve an agreement between the Town of Mesilla and Department of Finance and**  
50 **Administration for Capital Outlay for Mesilla Plaza sidewalk improvements in the amount of \$117,000.**  
51 **Moved by Trustee Arzabal, Seconded by Mayor Pro Tem Johnson-Burick.**



1  
2 Mayor Pro Tem Johnson-Burick asked if this will address the ADA sidewalk issues at the Pottery and La  
3 Posta.

4  
5 Mr. McGillivray responded this was specifically for ADA at the plaza, but we received more money and  
6 will try to address those areas in the scope if possible.

7  
8 **Roll Call Vote:** Motion passed (summary: Yes=4)

9 Mayor Pro Johnson-Burick Yes

10 Trustee Arzabal Yes

11 Trustee Caro Yes

12 Trustee Garcia Yes

13

- 14 c) **For Approval:** an agreement between the Town of Mesilla and the Department of Finance  
15 and Administration for capital outlay for the purchase of vehicles for the Marshal's  
16 Department in the amount of \$75,000.

17 **Motion: To approve an agreement between the Town of Mesilla and Department of Finance and**  
18 **Administration for Capital Outlay for the purchase of vehicles for the Marshal's Department in the**  
19 **amount of \$75,000, Moved by Trustee Arzabal, Seconded by Trustee Garcia.**

20

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

22 Mayor Pro Johnson-Burick Yes

23 Trustee Arzabal Yes

24 Trustee Caro Yes

25 Trustee Garcia Yes

26

- 27 d) **Resolution 2021-24:** A resolution authorizing participation in the FY 22 Transportation  
28 Project Fund Match Waiver program for the redevelopment of Calle de Picacho.

29 Mr. McGillivray stated this application is for a Project Fund Match Waiver. Resolution was compiled  
30 when the application was submitted.

31

32 **Motion: To approve Resolution 2021-24: A resolution authorizing participation in the FY22**  
33 **Transportation Project Fund Match Waiver program for the redevelopment of Calle de Picacho, Moved**  
34 **by Mayor Pro Tem Johnson-Burick, Seconded by Trustee Garcia.**

35

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

37 Mayor Pro Johnson-Burick Yes

38 Trustee Arzabal Yes

39 Trustee Caro Yes

40 Trustee Garcia Yes

41

- 42 e) **Resolution 2021-25:** A Resolution by the Board of Trustees placing an additional three-  
43 month moratorium on the expansions of non-conforming lots. **\*\*If board decides not to**  
44 **recommend approval on Ordinance 2021-01\*\***

45 **Motion: To approve Resolution 2021-25: A Resolution by the Board of Trustees placing an additional**  
46 **three-month moratorium on the expansions of non-conforming lots, Moved by Trustee Garcia,**  
47 **Seconded by Trustee Arzabal.**

48

49 **Roll Call Vote:** Motion passed (summary: Yes=4; No=1)

50 Mayor Pro Johnson-Burick Yes

51 Trustee Arzabal Yes

52 Trustee Caro No

1 Trustee Garcia Yes

2  
3 **8. \*STAFF REPORTS:**

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

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

12 Mayor Pro Tem Johnson-Burick: did not attend MPO meeting

13  
14 Trustee Garcia: did not attend MPO meeting

15  
16 Trustee Arzabal: CEO meeting via zoom on Friday, September 17<sup>th</sup>

17  
18 Mayor Barraza: gave an overview of MPO updates

19  
20  
21 **10. BOARD OF TRUSTEE/STAFF COMMENTS**

22 Marshal Salas stated they received the two new units.

23  
24 Trustee Caro stated the fiesta turned out well. The mosquitos are really getting bad.

25  
26 Trustee Garcia asked how we can help with the Pop-up Mercado.

27  
28 Mayor Barraza responded there is an ordinance that address Special Events. These events do come with a cost  
29 and can take place every three months. A Town of Mesilla Business Licenses are required and there is a  
30 participant limit. If the vendor has a City of Las Cruces Business Licenses, then Mesilla is not receiving  
31 GRTs. They are invited to sign up for the Mercado if they qualify.

32  
33 Ms. Livingston stated the vendors file GRTs under the jurisdiction they are selling in. Mesilla is receiving  
34 GRTs from these vendors.

35  
36 Trustee Garcia stated she would like to have further discussion on this.

37  
38 Mayor Barraza stated the brick-and-mortar businesses on the plaza get upset that we have Mercado on Fridays  
39 and Sundays.

40  
41 Trustee Garcia asked what the Mercado fees are.

42  
43 Mayor Barraza responded the cost is \$35 for the Business License and a \$200 annual administrative fee.

44  
45 Trustee Arzabal stated he feels the only way we can help the residents is by amending the ordinance for special  
46 events.

47  
48 Mayor Barraza recommends sending a survey to the business to get feedback.

49  
50 Trustee Garcia stated if Ms. Livingston sends out a survey to all the businesses in Mesilla, then she will work  
51 on the ordinance; she will meet her halfway. Rep. Cadena was unable to attend tonight's meetings and sends  
52 her regards.

1 Mayor Barraza stated residents need to keep their yards clear of weeds and standing water to help with the  
2 mosquito issue. The Marshal's Department is working diligently asking residents to keep their yards clean.

3  
4 Fire Chief Hoban stated the standing water is the issue.

5  
6 Mayor Pro Tem Johnson-Burick stated we need to work collaboratively on the ordinance to protect Mesilla.  
7 We all have an invested interest in preserving Mesilla. Even though we have set precedence with Dry Point  
8 Distillery and Hacienda. We need to stop the directory signs and follow the ordinance as it is written.

9  
10 Trustee Garcia stated she will be on the Cannabis Committee.

11  
12 **ADJOURNMENT**

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

14  
15 **MEETING ADJOURNED AT 8:10 P.M.**

16  
17 **APPROVED THIS 27th DAY OF SEPTEMBER, 2021.**

18  
19  
20  
21 \_\_\_\_\_  
22 **Nora L. Barraza**  
23 **Mayor**

24  
25 **ATTEST:**

26  
27 \_\_\_\_\_  
28 **Cynthia Stoeher-Hernandez**  
29 **Town Clerk/Treasurer**  
30

## PUBLIC INPUT RECEIVED VIA EMAIL

### Cynthia Stoechner-Hernandez

---

**From:** Eric Liefeld <eric.liefeld@gmail.com>  
**Sent:** Tuesday, September 21, 2021 11:08 PM  
**To:** Cynthia Stoechner-Hernandez  
**Subject:** Following up...  
**Attachments:** H-R\_letter\_signed.pdf; Untitled attachment 05162.htm

Hi Cynthia,

Thanks for the chat today. I think you understand the issues and I appreciate you taking the time with me. You asked me to e-mail you the issues we discussed. I'll also attach my previous e-mail and letter to the BoT and PZHAC. It appears that I did indeed neglect to copy you. Apologies. The attached PDF letter has my detailed comments, which have not changed. FWIW, I still have received no response to this letter sent on 8/23 from any of the Trustees, which is disappointing to say the least. In summary:

Section 18.60.180: Area requirements deemed met.

The town has been misinterpreting the whole notion of "non-conforming" properties for a while. No one wants this to stop more than me. However, duplicating section 18.60.180 into the H-R section accomplishes nothing, and potentially confuses things. Are you going to copy it into each of the individual zones? That seems ridiculous. It makes sense the way it is, in the General Provisions section.

The General Provisions ALREADY apply to all the zones, so you don't need to copy it. I think it is fine (but unnecessary) to update section 18.60.180 with the additional explanation if it helps people understand what that important section already says. Putting in a reference to remind people to look in the General Provisions would be OK, but it is also unnecessary. As the town attorney has said, the code has to be read all together.

Because the proposed changes do not change meaning in 18.60.180, there is fundamentally no urgency. Despite public claims to the contrary, these changes are not keeping anyone from adding onto their house who wouldn't otherwise have a right to do that. Likewise, there is no need for a "moratorium". All of the protections under "Area requirements deemed met" are ALREADY in the code! The town just needs to follow its ordinance and act accordingly. The code already says what you want it to say!

Section 18.35.060.B: Population density

Trying to change the "Population Density" section to be about building density is wrong and confusing. Population density (the number of people) and building density (the physical density of structures) are totally different things. Further, I think the new notion of enforcing open space on private property without compensation is highly questionable. I also suspect that you will get legal challenges because this requirement goes beyond the limitations imposed by the (now expanded) H-R setbacks. It is not at all clear that the town can regulate open space on private property. I would guess that will end badly for the town. Some of the language in this section is also extremely confusing and will lead to more questions and problems in the future.

I'm just guessing, but it seems some of the additions in this section seem like a reaction to issues created by the June 2020 restrictions on dwelling units and expanded setbacks. I have heard people use the phrase "non-conforming" in this context to properties that don't meet the new setbacks and/or number of dwelling units. Again, this is completely wrong and should stop. Development Standards are forward looking and apply only to new subdivisions or construction.

Development standards and the ordinance itself have to respect what is already there and don't necessarily make something "non-conforming" or restrict its use on their own. I feel this has been badly abused in the past.

The town also needs be very careful about referring to perfectly legal and legitimate properties as "non-conforming" as that can become a legal issue.

#### Section 18.35.060.D: Yards

The change adopted in June, 2020 requiring a right-of-entry agreement for "new construction of fences" is unconstitutional and wrong. Walls and fences are not buildings. Walls and fences are not subjected to setbacks. The Mesilla Town Code explicitly permits walls and fences anywhere within the setbacks. Further, with this requirement:

- Mesilla is forcing a legal agreement between third parties (neighbors) as a pre-condition for application for a building permit.
- Mesilla is abdicating its unique role in approving building permits, giving full veto power to a neighbor.
- Mesilla is arbitrarily forcing property owners to give up a property right (both the applicant and the neighbor) in perpetuity, without compensation.
- Mesilla is demanding that residents essentially get permission from a neighbor before improving their own property, which is ripe for abuse.
- Mesilla is needlessly encumbering properties without compensation.
- Mesilla is forcing residents to abandon their property without compensation (requiring the fence be moved back to the 7-foot setback if a right-of-entry agreement is not provided).

In his legal opinion of June 9, 2021, the town's own attorney stated that:

The Town of Mesilla cannot require a contractual agreement be entered between private parties,

And:

The Town of Mesilla may not require the applicant to enter into or obtain a private right-of-entry agreement

Why is the town trying so hard to do what their own attorney says they cannot do? The town has thus far made no effort to change this section to fix the problems that they introduced in June 2020, despite ample opportunity and this legal opinion from their own lawyer. In fact, they've arguably made it worse by removing maintenance as an excuse since the proposed changes explicitly exempt existing fences (which are older by definition and therefore closer to needing maintenance than a new fence).

I'd be happy to discuss these issues with you or anybody else. There are other issues mentioned in the attached letter.

Best,

Eric

Begin forwarded message:

**From:** Eric Liefeld <[eric.liefeld@gmail.com](mailto:eric.liefeld@gmail.com)>

**Subject:** Input on proposed changes to the H-R zone (PDF attached)...

**Date:** August 23, 2021 at 4:39:01 PM MDT

**To:** "Nora L. Barraza" <[mayor@mesillanm.gov](mailto:mayor@mesillanm.gov)>, [stephaniejb@mesillanm.gov](mailto:stephaniejb@mesillanm.gov), [jesusc@mesillanm.gov](mailto:jesusc@mesillanm.gov), [veronicag@mesillanm.gov](mailto:veronicag@mesillanm.gov), [lucasa@mesillanm.gov](mailto:lucasa@mesillanm.gov), [yolandaglucero@gmail.com](mailto:yolandaglucero@gmail.com), [mesillaj3@aol.com](mailto:mesillaj3@aol.com), [daviesalas@comcast.net](mailto:daviesalas@comcast.net)

Madam Mayor, Mesilla Trustees, and members of the PZHAC,

I have numerous concerns regarding the proposed changes to the H-R zoning in the Mesilla Town Code. I will try to attend your Public Input session tonight, but please see my attached letter for my comments and details.

At this time I'm urging you not to support the adoption of these changes until significant improvements can be made. These proposed changes are not ready to become law in the Town of Mesilla.

- These changes do not address serious issues in the existing code.
- The changes insert additional issues which are ripe for confusion.
- Doing this and the previous changes during a global pandemic means that the process has been far from transparent for many residents.

These changes affect the property rights of Mesilla residents, and they deserve a careful and patient hearing.

It is particularly unsettling that the previous changes to the H-R zone pushed through in June of 2020 are already having to be updated. Good code is hard to write! I strongly recommend and request that the town obtain professional planning and legal assistance to draft good code that is simple, straightforward, fair to property owners, and stands up to legal challenges.

Kind regards,

Eric



# ERIC LIEFELD

P.O. Box 1780, Mesilla, 88046 | 575-526-1230 | [eric.liefeld@gmail.com](mailto:eric.liefeld@gmail.com)

**August 23, 2021**

**Dear Mesilla Mayor, Board of Trustees, Planning Zoning, and Historical Appropriateness Committee members:**

I am writing with serious concerns regarding the town's proposed changes to the Historical Residential (H-R) zoning. I've heard Trustees and PZHAC members alike defend recent votes "with regret" by saying that they need to "uphold the ordinance". The first step in that process is not passing ordinances that are confusing and/or indefensible in the first place! These changes are not ready to become law.

I have watched the process of drafting these changes, and I still have unanswered questions:

- Why are these changes being proposed? What specific problems or concerns is the town trying to solve with these changes? Are these concerns widely shared by residents?
- These changes and the previous changes (June, 2020) seriously affect resident's property rights, including my family's. Why are these changes being pushed through during a pandemic when not everyone can participate? What is the compelling public interest that justifies the urgency?
- Writing good code is hard. What specific professional assistance has the town retained to ensure these changes are proper, legally defensible, and accomplish your goals?

The proposed changes introduce additional problems and points of confusion that merit further attention (see attached pages). While I know you've been working on these changes off and on for a while, this code is simply not ready to become law for the Town of Mesilla. I strongly suggest that the town take a step back and retain professional planning assistance and legal review for any planned changes. Bring this back up again once the pandemic is behind us and more Mesilla residents can give their input up front and participate fully in a discussion that involves their property rights.

Sincerely,



**Eric Liefeld**

### Section 18.35.030 Area requirements deemed met

This section has been copied (with minor changes) from 18.60.180 (General Provisions) that applies to all zones. 18.60.180 has been in the code for a long time as an essential “grandfather clause”. Why duplicate it in the H-R section? Duplicating this code section opens the code for uneven updating in the future. This section adds nothing. **18.60.180 has always said what it says now, and it applies to all zones.** The town attorney has weighed in with full support of that section.

### Section 18.35.060.B Development Standards – Population Density

This section in the existing code is about population density, the number of people in a given area. The existing code talks about the number of dwellings. It also talks about percentage of lot area to remain “pervious” in the interest of flood control and preservation of historic adobe structures.

- “A maximum of 40 percent impervious and 60 percent pervious shall be required”

**The changes do away with the valuable flood control provisions. They completely change the meaning of that section to talk about a made-up notion of “open space” to be enforced on private property.**

“Open space” has a very specific meaning, and I sincerely doubt that the town can successfully enforce open space provisions on every H-R lot in town without compensating property owners.

There are multiple problems with changes to this section:

- Addressing “building density” in a section that is meant to target “population density”. Those are completely different things!
- Removal of the flood control provisions entirely (which impacts the public interest).
- Implementing a new notion of “open space” on private property without compensating property owners.

“Canopies and accessory structures in a rear yard shall not be more than 50 percent of the required area.”

- This statement is highly confusing and open to endless interpretation and speculation (as demonstrated by confusion in the work sessions). After reading it multiple times, I still don’t know what it is trying to accomplish. What required area? What is a “rear yard”? The only place I find “yard” defined in the code is when it is used for legal setbacks. Does this section mean that a canopy can only be half the area of a lot’s rear setback? That seems very odd.

### Section 18.35.060.D Yards

Your previous changes made to this section in June 2020 were bad code and likely unconstitutional. You have an opportunity to fix this now, though the current draft ordinance does nothing to improve matters.

This section is about YARDS, which in this code is a stand-in word for SETBACKS. Setbacks apply to dwellings and buildings. They expressly DO NOT apply to walls and fences, which are commonly built within setbacks (as expressly allowed by 18.60.340). Yet additions to this section insist that if a property owner does not proactively and permanently sign away their property rights (and those of their neighbors) BEFORE applying for a building permit, they must literally abandon up to 7 feet of their property. This is an enormous problem that will not withstand legal challenges.

- The town's own attorney has expressed in writing that the Town cannot require that residents enter a private contract as a pre-condition of applying for a building permit. Arrangements and agreements between residents are absolutely none of the town's business. **Why are you still requiring something that your own attorney has told you that you cannot legally require?**
- This section gives a neighbor complete veto power over a resident's ability to improve their own property. That is fundamentally wrong and open to rampant abuse. Do you want use of 7 feet of your neighbor's property? Just refuse to sign the agreement.
- Section 18.60.340 (Wall, fence, or hedge) very clearly states that "A six-foot maximum height above ground surface level SHALL BE PERMITTED on any part of the required setbacks". The new changes conflict directly with this section.
- The new changes that specifically exempt EXISTING walls and fences undermine the town's argument that this rule is partially for wall or fence maintenance. By definition, older existing walls and fences are far more likely to need maintenance than new ones. **Why are existing wall and fence owners now being exempted? If the town is truly willing to stand behind their justification for this rule, then the burden should apply to everyone.**
- This is bad code even if you apply this section to its original purpose (zero lot-line buildings). However well intended, this section could prohibit someone with a historic zero lot-line building from doing necessary maintenance. **It could even cause them to demolish their historic building back to the setback if they can't or won't obtain a right-of-entry agreement with a neighbor.** Is that the outcome that Mesilla wants?

### Section 18.35.060.E Utilities

Mesilla insists on underground utilities for individual properties, yet the town seemingly has no plans to put electric utilities on its own right-of-way underground. **Why should individual property owners bear the extra cost when putting the far more visible neighborhood electric lines underground doesn't seem to be a priority for Mesilla?** In addition, why are the Mayor, Public Works Director, and Community Development Department Coordinator assigned as the ultimate arbiters of technical issues best addressed by experts at the electric utility? Will they be receiving special training in electric utility installation?

### Section 18.35.060.I.5 Prohibited materials for walls and fences

This section lists "unstuccoed concrete, barbed wire, chain link, metal wire, or similar materials" as prohibited.

- Twisted metal wire fencing is a historic building material used extensively in the town of Mesilla. It is still in place on many of the town's oldest properties. **Why are you prohibiting something that is a part of the historic fabric of Mesilla?** Eliminating this option will change the character of Mesilla's historic landscape.
- Chain link fencing is used extensively at the Public Safety building, which lies within the historic district. **How was this approved? Will this fencing now be removed?**

### Section 18.35.060.I.6 Mechanical, electrical, telephone, heating, etc.

This section requires screening of mechanical, electrical, telephone, heating, and cooling equipment. This will add additional costs for Mesilla residents. "Other obtrusive structures" is extremely vague and open to subjective enforcement, which should be avoided.



## TOWN OF MESILLA BOARD ACTION FORM

### AGENDA DATE:

PZHAC: September 20, 2021

BOT: September 27, 2021

### ITEMS:

- a) **PZHAC Case #061277** – 2322 Calle Principal, submitted by Pat Taylor for the installation of a new half round gutter (galvanized aluminum) and the installation of a rain barrel with screening behind Del Sol. **Zoned: Historic Commercial (HC).**

### BACKGROUND AND ANALYSIS:

The resident proposes to install a new half round aluminum gutter and install a rain barrel as indicated on the drawing provided. The barrel is going to be screened by a wooden fence (sample photo provided). The applicant proposes to build the screen to 6 ft.

### IMPACT:

Staff recommends the Planning, Zoning and Historical Appropriateness Commission (PZHAC) approve the application subject to the following findings:

- The PZHAC has jurisdiction to recommend approval of the applicant's request for approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- Due process was provided to the applicant.

### Specific findings of fact:

- The proposed work will be consistent with MTC 18.35.
- To meet MTC 18.33, Historic Preservation Ordinance, the applicant should be required to paint the gutter the same color as the structure.
- See 18.60.340 Wall, fence or hedge for the requirements of the fence.
- PZHAC voted 5-0 for approval of this case.

### ALTERNATIVES:

The Board of Trustees (BOT) may:

- 1) Recommend approval of this case with findings stated above.
- 2) Recommend approval of this case with findings stated above and conditions.
- 3) Deny the application.

### DEPARTMENT RECOMMENDATION:

Staff recommends approval of the case.

### SUPPORTING INFORMATION:

- Application
- Drawing of proposed work
- Photo of example fence for screening
- Plat of Survey



TOWN OF MESILLA  
ZONING APPROVAL

OFFICIAL USE ONLY:  
Case # **061277**  
Fee \$ \_\_\_\_\_

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. \_\_\_\_\_ ZONE: \_\_\_\_\_ CODE: \_\_\_\_\_ APPLICATION DATE: \_\_\_\_\_

**F. PAUL TAYLOR (PAT TAYLOR REPRESENTING)** 575-526-7995  
Name of Property Owner Property Owner's Telephone Number

**PO BOX 133 MESILLA, NM 88046**  
Property Owner's Mailing Address City State Zip Code

**pataylor@comcast.net**  
Property Owner's E-mail Address

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

**575-526-7995** **02-131095-005** **365860**  
Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

Address of Proposed Work: **2322 Calle Principal**

Description of Proposed Work: **REPLACEMENT OF WEST SIDE GUTTER WITH NEW HALF ROUND GUTTER (ALUMINUM). INSTALLATION OF TRAP BASKET ON SIDE NEAR DE SOL SHOP (SEE MAP) \$ RAIN BASKET WILL BE SCREENED**

Estimated Cost: **\$2500** Signature of Applicant: **[Signature]** Date: **9/8/21**

Signature of property owner: \_\_\_\_\_

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: **9/20/2021**  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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.



EAST

2322 CALLE PRINCIPAL

DEL SOL SHOPS

NORTH

Gutter

SLAB

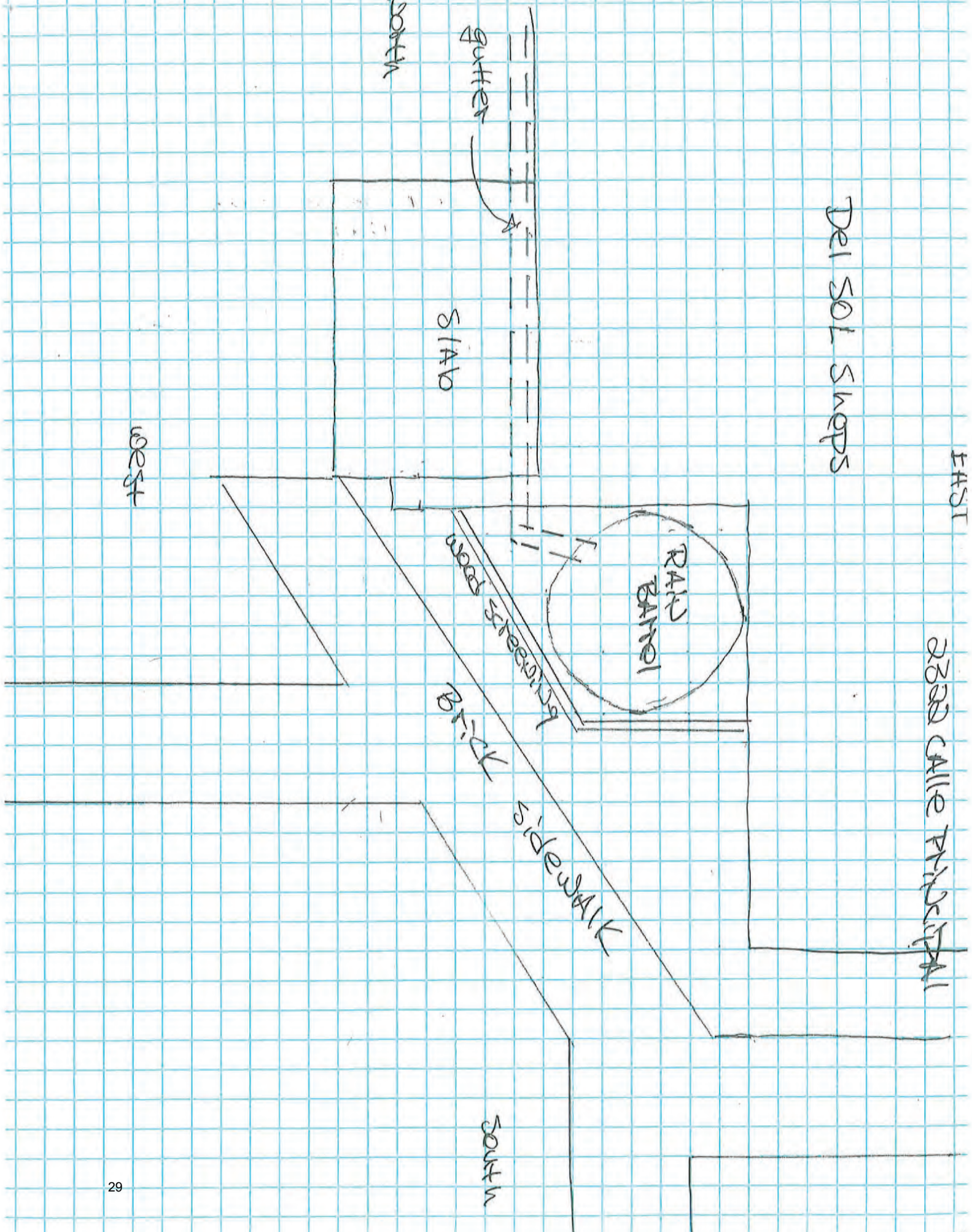
RAIN BARREL

WOOD SCREENING

BRICK SIDEWALK

WEST

SOUTH













**TOWN OF MESILLA  
BOARD ACTION FORM**

**AGENDA DATE:**

PZHAC: September 20, 2021

BOT: September 27, 2021

**ITEMS:**

- c) **PZHAC Case #061278** – 1912 Calle de Santiago, submitted by Pat Taylor on behalf of Robert Tustin, for the installation of a new gutter (aluminum) on the north side of the roof at overhang. **Zoned: Historic Commercial (HC).**

**BACKGROUND AND ANALYSIS:**

This case was reviewed by Architectural Styles Committee (ASC) on September 16, 2021.

The applicant proposes to install a gutter system on the north side of the roof at overhang as demonstrated on diagram.

**IMPACT:**

Staff recommends the Planning, Zoning and Historical Appropriateness Commission (PZHAC) approve the application subject to the following findings:

- The PZHAC has jurisdiction to recommend approval of the applicant's request for approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- Due process was provided to the applicant.

Specific findings of fact:

- The installation of the gutter system will assist the applicant with preservation of the structure in the Historic Zone.
- To meet MTC 18.33, Historic Preservation Ordinance, the applicant could be required to paint the gutter the same color as the structure.
- PZHAC voted 5-0 for approval of the application as submitted.

**ALTERNATIVES:**

The Board of Trustees (BOT) may:

- 1) Recommend approval of this case with findings stated above.
- 2) Recommend approval of this case with findings stated above and conditions.
- 3) Deny the application.

**DEPARTMENT RECOMMENDATION:**

Staff recommends the case be approved with conditions:

- 1) The applicant paints the color of the gutter the same color as the building.

**SUPPORTING INFORMATION:**

- Application
- Drawing of the area of gutter to be installed



TOWN OF MESILLA  
ZONING APPROVAL

Case # **061278**  
Fee \$ \_\_\_\_\_

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. \_\_\_\_\_ ZONE: \_\_\_\_\_ CODE: \_\_\_\_\_ APPLICATION DATE: \_\_\_\_\_

Robert Tustin 575-571-1248  
Name of Property Owner Property Owner's Telephone Number

11320 SE LINCOLN ST. TAITLAND OR 97216  
Property Owner's Mailing Address City State Zip Code

bobtstin@zianet.com  
Property Owner's E-mail Address

PA-Taylor PO Box 673 Mesilla, NM 88046  
Contractor's Name & Address (If none, indicate Self)

575 526 7995 05131095 Lic# 365860  
Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

Address of Proposed Work: 1912 Calle Santiago

Description of Proposed Work: INSTALLATION OF GUTTER SYSTEM ON NORTH SIDE OF ROOF AT OVERHANG V

\$ 4000 Robert Tustin 9/10/2021  
Estimated Cost Signature of Applicant Date

Signature of property owner: Robert Tustin

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  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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

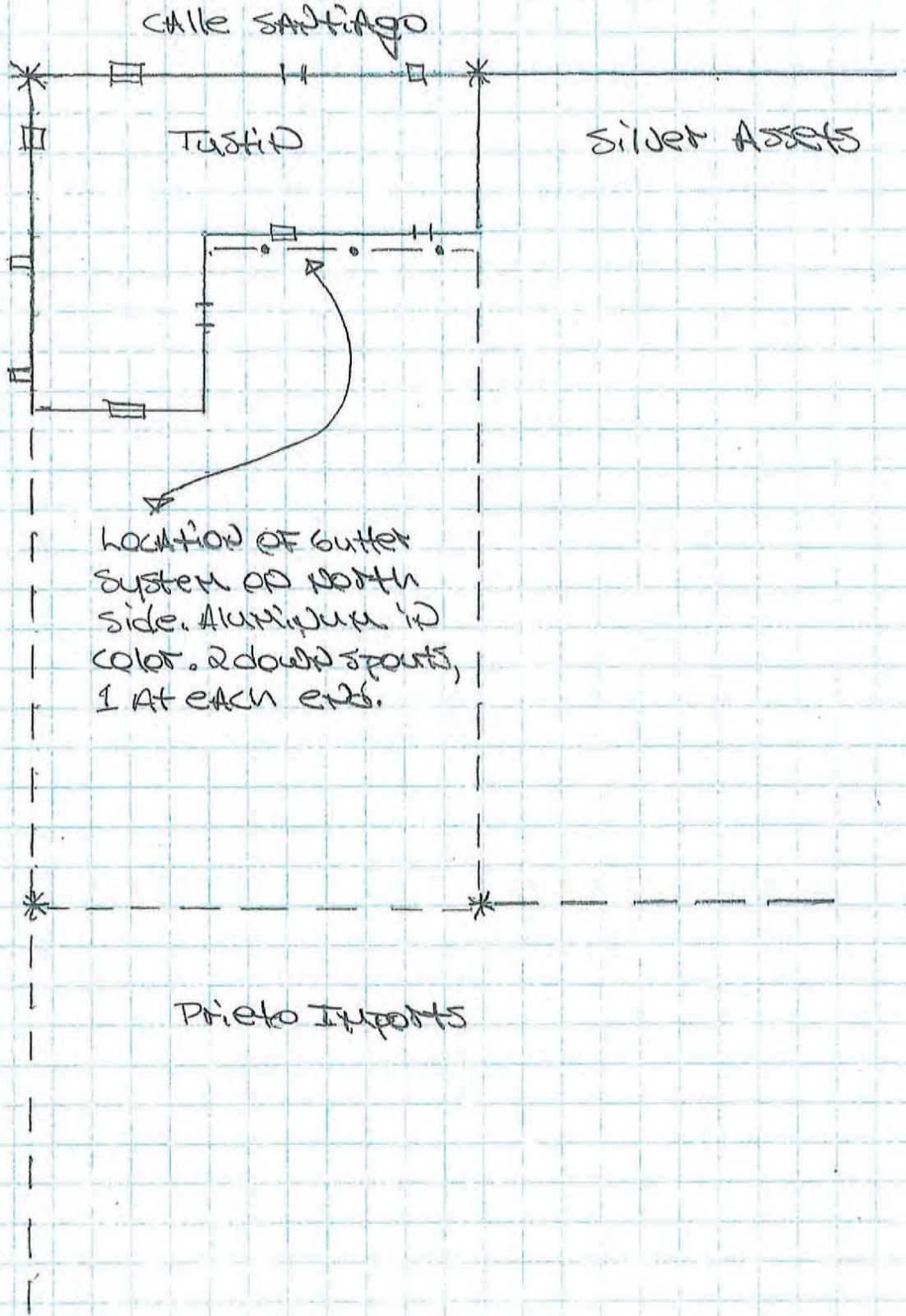


Site Plan

ROBERT JUSTIN 1912 CALLE SANTIAGO

4

Avenida de Mesilla





# Property Record Card

Doña Ana Assessor

**TUSTIN ROBERT LEE**

11320 SE LINCOLN ST  
PORTLAND, OR 97216

**Account: R0400337**

Tax Area: 2DIN\_R - 2DIN\_R

Acres: 0.000

**Parcel: 4-006-137-253-405**

Situs Address:  
1912 CALLE DE SANTIAGO  
Mesilla, 88046

Neighborhood

S11 - MESILLA

**Legal Description**

S: 25 T: 23S R: 1E BRM 11A TR 19B



**Land Occurrence 1**

|                 |                         |             |                   |
|-----------------|-------------------------|-------------|-------------------|
| Property Code   | 0100 - RESIDENTIAL LAND | Electricity | OB - OVER-ELECTRC |
| Gas             | G - GAS                 | Measure     | SF - PER-SQ-FOOT  |
| Sewer Type      | CM - COMM-SEWER         | Street Code | A - ASPHALT       |
| Topography Code | L - LEVEL               | SQFT        | 5227              |
| Zoning          | HC - HIST-COMMERL       |             |                   |

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

**Residential Occurrence 1**

|                     |                                |                      |                   |
|---------------------|--------------------------------|----------------------|-------------------|
| Property Code       | 0120 - RESIDENTIAL IMPROVEMENT | Actual Year Built    | 1800              |
| Architectural Style | PB - PUEBLO                    | Baths                | 1                 |
| Bedrooms            | 2                              | Building Type        | PS - PRNCPL-SNGLE |
| Condition           | AVERAGE                        | Construction Quality | F - FAIR          |
| Heating Fuel        | G - GAS                        | Heating Type         | NH - NO-HEAT      |
| Percent Complete    | 100                            | Roof Cover           | PR - PR-ROLL      |
| Roof Structure      | F - FLAT                       | Stories              | 1.0               |
| Exterior Wall       | AS - ADOBE-STUCOD              | Percent              | 100               |



**TOWN OF MESILLA  
BOARD ACTION FORM**

**AGENDA DATE:**

**PZHAC:** September 20, 2021

**BOT:** September 27, 2021

**ITEMS:**

- d) PZHAC Case #061279** – 2220 Calle de Parian A, submitted by Glenn Cutter for a wall sign, a freestanding sign and parking signs. **Zoned: Historic Commercial (HC).**

**BACKGROUND AND ANALYSIS:**

This application was reviewed by Architectural Styles Committee (ASC) on September 16, 2021.

The applicant proposes to install a wall sign, a freestanding sign and parking signs at the above referenced property.

**IMPACT:**

Staff recommends the Planning, Zoning and Historical Appropriateness Commission (PZHAC) approve the application subject to the following findings:

- The PZHAC has jurisdiction to recommend approval of the applicant's request for approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- Due process was provided to the applicant.

Specific findings of fact:

- The proposed work meets the requirements for the property zoned Historic Commercial (MTC 18.40).
- The proposed parking signs meet the requirements of MTC 18.65 Signs.
- The proposed monument sign is considered a freestanding sign under MTC 18.65 and will replace the current structure that is there with a 5x2 sign as stated by the applicant after the P&Z Meeting.
- PZHAC voted 5-0 to approve this case.

**ALTERNATIVES:**

The Board of Trustees (BOT) may:

- 1) Recommend approval of this case with findings stated above.
- 2) Recommend approval of this case with findings stated above and conditions.
- 3) Deny the application.

**DEPARTMENT RECOMMENDATION:**

Staff recommends approval of this application.

**SUPPORTING INFORMATION:**

- Application
- Email from Abel Signs with wall sign, monument sign, parking signs
- Permission from owner of the property
- Photos of the current monument/freestanding sign to be replaced





OFFICIAL USE ONLY:  
Case # **061279**  
Fee \$ \_\_\_\_\_

CASE NO. \_\_\_\_\_ ZONE: \_\_\_\_\_ APPLICATION DATE: 9-13-21

CUTTER Gallery  
Business Name 575-541-0658  
Business Telephone Number Cell 575-644-6039

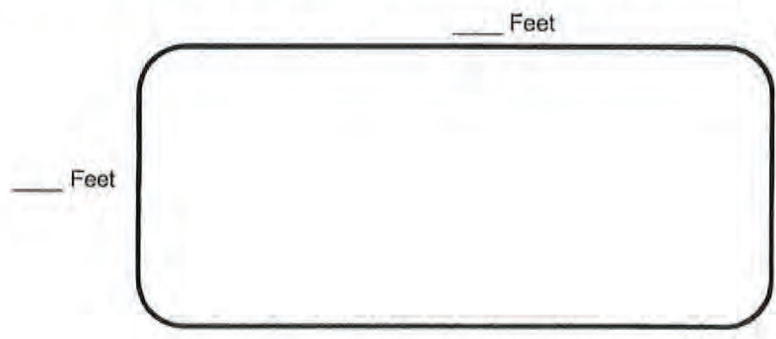
2220 Calle de Porlan  
Business Address City State Zip Code

Glenn CUTTER  
Applicant Name 575-644-6039  
Applicant Telephone/Cell Number

P.O. Box 1360 Mesilla N.M.  
Mailing Address City State Zip Code 88046

Description of sign: **attached description**

Please include dimensions, lettering, shape, material, texture, colors, and/or finish to be used on the diagram below.



ATTACHED ARE 2  
PAGES SHOWING colors  
& DIMENSIONS OF THE  
SIGN - PREPARED BY  
ABLE SIGNS

Colors: Maroon & Gold/Yellow

**FOR OFFICIAL USE ONLY**

- |       |   |     |   |
|-------|---|-----|---|
| PZHAC | <input type="checkbox"/> Administrative Approval  | BOT | <input type="checkbox"/> Approved Date: _____     |
|       | <input type="checkbox"/> Approved Date: _____     |     | <input type="checkbox"/> Disapproved Date: _____  |
|       | <input type="checkbox"/> Disapproved Date: _____  |     | <input type="checkbox"/> Approved with Conditions |
|       | <input type="checkbox"/> Approved with conditions |     |   |

CONDITIONS: \_\_\_\_\_

PERMIT ISSUED BY: \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_

Community Development Department  
2231 Avenida de Mesilla, P.O. Box 10, Mesilla, NM 88046 (575) 524-3262 ext. 104  
www.mesilla-nm.gov

**From:** Able Sign Co. info@ablesignco.com  
**Subject:** Proofs and Estimate  
**Date:** September 8, 2021 at 11:19 AM  
**To:** GLENN CUTTER glenncutter@aol.com



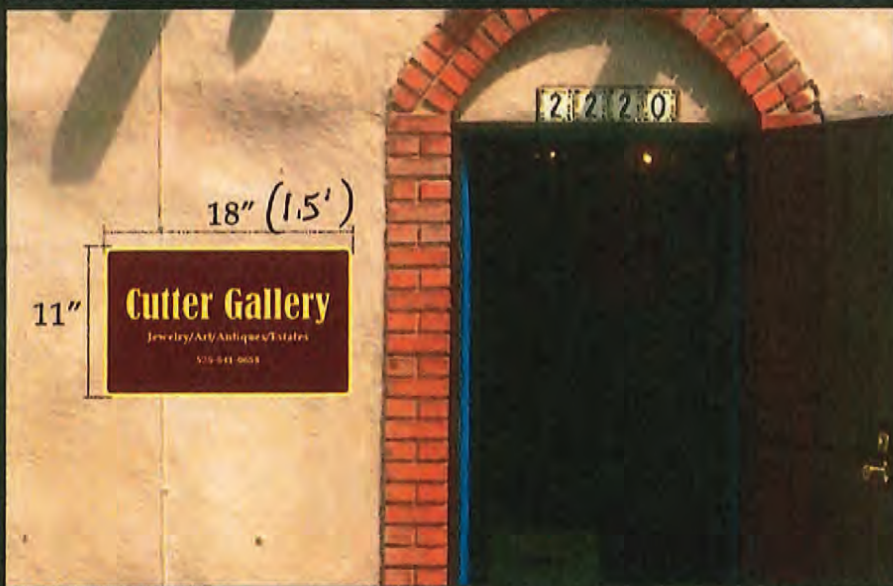
Good morning,  
Attached, are proofs and an estimate for your review.  
We look forward to working together.  
Thank you,  
Silvia

----- Forwarded Message -----  
**Subject:** Cutter Edited  
**Date:** Wed, 8 Sep 2021 11:12:39 -0600  
**From:** Colten <coltbauer1@gmail.com>  
**To:** Jeff Banegas <info@ablesignco.com>

Sent from [Mail](#) for Windows

# Cutter Gallery | EXTERIOR SIGN

## WALL SIGN

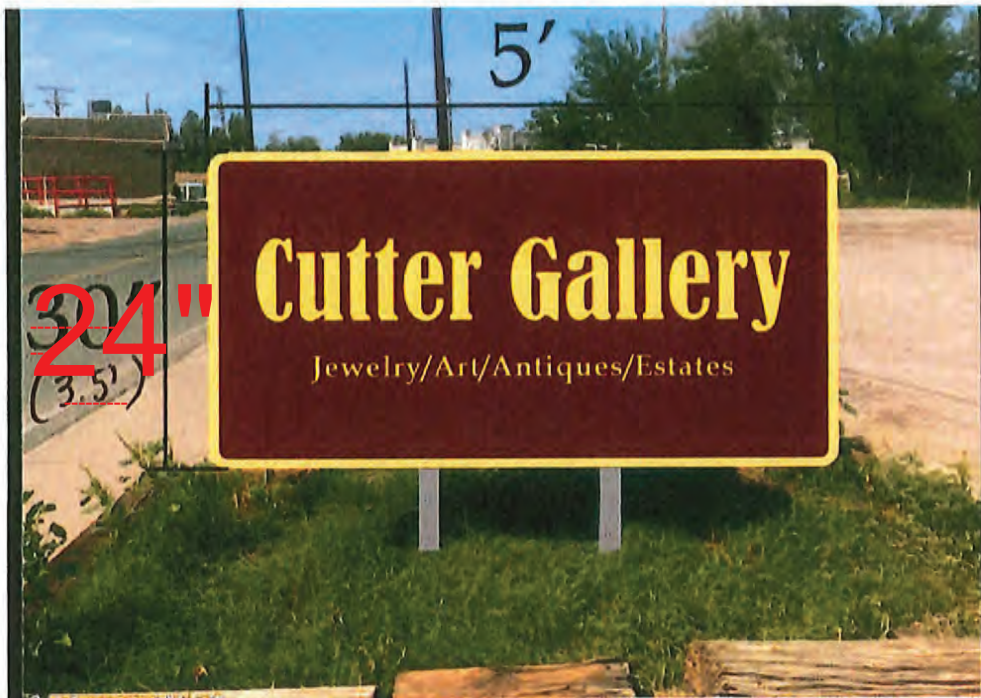


✓ **SIGNABOND  
ALUMINUM SHEETE  
IN MAROON VINYL  
WITH TAN VINYL  
LETTERING AND  
PINLINE.**

## MONUMENT SIGN







**SIGNABOND  
ALUMINUM SHEETE  
IN MAROON VINYL  
WITH TAN VINYL  
LETTERING AND  
PINLINE. POLES  
PAINTED TAN.**



**SIGNABOND  
ALUMINUM SHEETE  
IN MAROON VINYL  
WITH TAN VINYL  
LETTERING AND  
PINLINE. PARKING  
SIGNS**

**ABLE SIGN CO.**  
811 2ND ST.  
LAS CRUCES, NM 88005  
575-525-1015

**Estimate**

| Date      | Estimate # |
|-----------|------------|
| 9/11/2021 | 3033       |

| Name / Address  |
|---|
| Glenn Cutter Gallery<br>2220 Calle de Parian<br>Mesilla, NM 88046 |

| Ship To  |
|--|
| 2220 Calle de Parian<br>Mesilla, NM 88046<br>USA |

E&T Management, LLC  
PO Box 358  
Mesilla Park, NM 88047

September 14, 2021

Attn: Mayor Nora Barraza  
Town of Mesilla  
2231 Avenida de Mesilla  
Mesilla, NM 88046

Dear Mayor Barraza:

This letter is to confirm that Glenn Cutter is currently leasing the property at 2220 Calle de Parian that is owned by one of my LLC's. He does have my permission to develop a sign for his business that will be in compliance with the Town of Mesilla regulations.

Mr. Cutter has been informed that he will need to submit an application, along with plans, for the sign to the appropriate committee at the Town of Mesilla for review and approval. He has been advised not to purchase the sign or any materials for the sign until he receives said approval.

Please feel free to call me at 915-313-1973 if you have any questions or need additional information.

Sincerely,

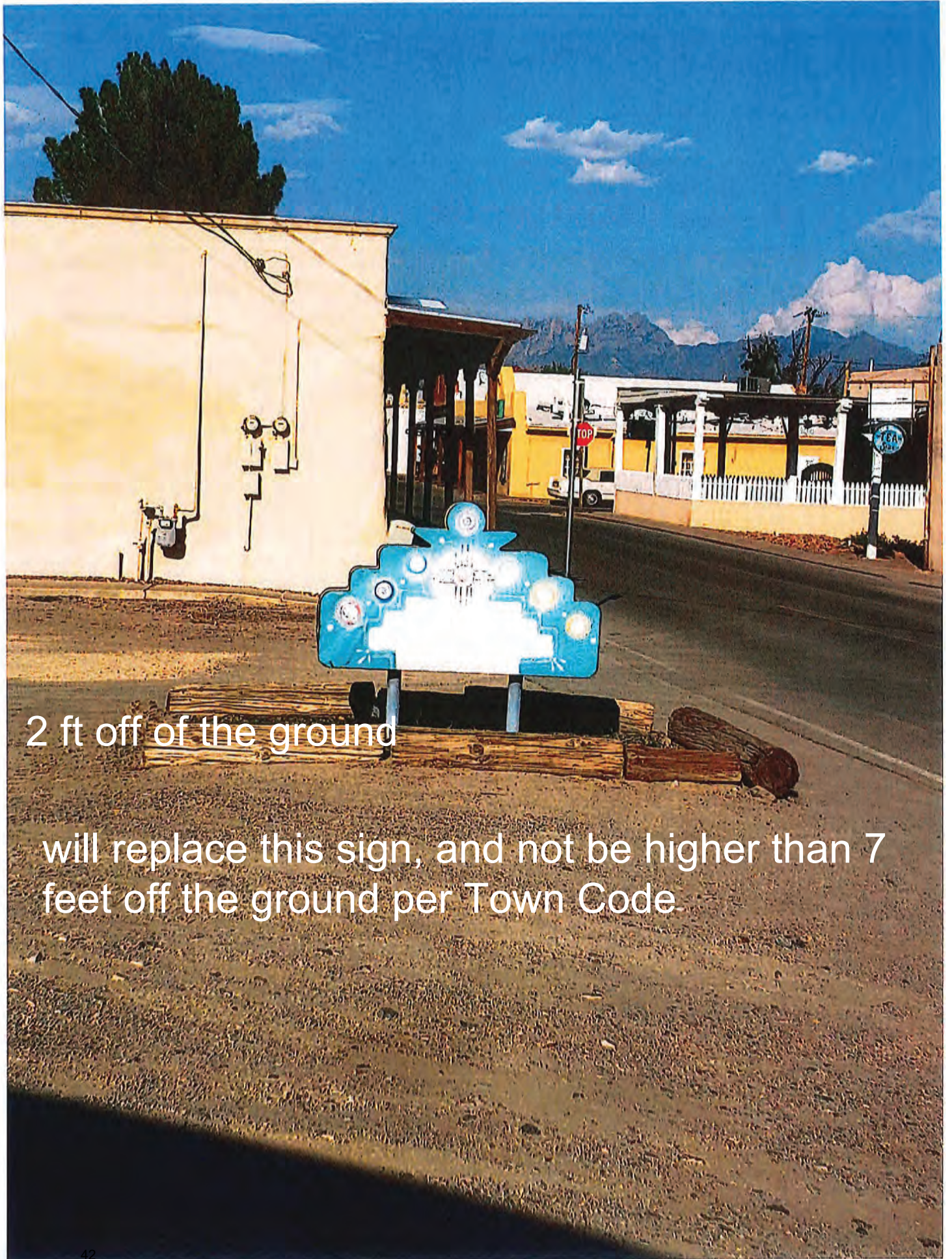
A handwritten signature in blue ink that reads "Teresa V-F Sanchez". The signature is written in a cursive style with a large initial "T" and "S".

Teresa V-F Sanchez, Owner  
TR Fietze, LLC









2 ft off of the ground

will replace this sign, and not be higher than 7 feet off the ground per Town Code







**TOWN OF MESILLA  
BOARD ACTION FORM**

**AGENDA DATE:**

**PZHAC:** September 20, 2021

**BOT:** September 27, 2021

**ITEMS:**

- g) **PZHAC Case #061282** – 2391 Calle de Parian, submitted by Robert Reynolds for the installation of a 4-foot gate and fence between his properties. **Zoned: Historic Residential (HR).**

**BACKGROUND AND ANALYSIS:**

The resident proposes to construct a 4-foot wooden gate and fence in the rear of the property as demonstrated on the photo attached.

**IMPACT:**

This case went before the Architectural Styles Committee (ASC) on September 16, 2021, with no recommendations for changes.

Staff recommends the Planning, Zoning and Historical Appropriateness Commission (PZHAC) approve the application subject to the following findings:

- The PZHAC has jurisdiction to recommend approval of the applicant's request for approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- Due process was provided to the applicant.

Specific findings of fact:

- The proposed work meets the requirements of MTC 18.35 Historic Residential.
- The proposed work meets the requirements of MTC 18.33 Historic Preservation.
- The gate/fence will not be visible from the street

**ALTERNATIVES:**

The Board of Trustees (BOT) may:

- 1) Recommend approval of this case with findings stated above.
- 2) Recommend approval of this case with findings stated above and conditions.
- 3) Deny the application.

**DEPARTMENT RECOMMENDATION:**

Staff recommends approval of this case.

**SUPPORTING INFORMATION:**

- Application
- Drawing of location of gate and description



**TOWN OF MESILLA  
ZONING APPROVAL**

OFFICIAL USE ONLY:  
Case # **061282**  
Fee \$ \_\_\_\_\_

**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. \_\_\_\_\_ ZONE: \_\_\_\_\_ CODE: \_\_\_\_\_ APPLICATION DATE: \_\_\_\_\_

Robert Reynolds 575 644 0829  
Name of Property Owner Property Owner's Telephone Number  
PO Box 1000 Mesilla NM 88046  
Property Owner's Mailing Address City State Zip Code  
rrmesilla@gmail.com  
Property Owner's E-mail Address

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: 2391 Calle de Parian

Description of Proposed Work: Install a gate no higher than existing rock wall at the location shown on general map wood gate

\$ 200 Estimated Cost Robert Reynolds Signature of Applicant 9/19/2021 Date

Signature of property owner: Robert Reynolds

**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: 9/20/2021  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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.)

The following are requirements to be included with all building permit applications for new structures or additions to existing structures, as well as other construction or fixtures that will be permanent in nature and affect the appearance or use of the property. (This includes fences, well houses, storage units, metal sheds, photo-voltaic panels that can be seen from the ground, etc.)

**BUILDING PERMIT REQUIREMENTS**

- A. Completed application, including:
  - 1. Applicant's name
  - 2. Applicant/property owners contact information
  - 3. Physical address of property
  - 4. Description of work to be done, including dimensions of any construction or repairs
  - 5. Value of work to be done
  - 6. Property owner's signature on the application
  
- B. Include all information required in the checklist at the bottom of the application.

C. Additional information required:

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Map Legend

Map Layers

- Layer Visibility:
- Roads
  - Buildings
  - City Limits
  - MLS Zones
  - Address Labels
  - 2014 Aerial Photo
  - Parcels

Select Search Type:  
Owner Name

Enter Value:  
Robert Reynolds

Search

~~Proposed~~ gate  
height: 4'  
Fence: wood  
gate: 11' wide  
with 23.5'  
fence

Note: No neighbors are effected. Fense + gate are on my property.



# 391property

## ayer Visibility:

- Roads
- City Limits
- MLS Zones
- Address Labels
- 2014 Aerial Photo
- Parcels



|                |                               |               |                      |
|----------------|-------------------------------|---------------|----------------------|
| ACCOUNTNUMBER: | R0400521                      | PARCELNUMBER: | 4006138172012        |
| OWNERNAME:     | REYNOLDS ROBERT G & ROSEMARIE | MAILADDR1:    | PO BOX 1000          |
| CITY:          | MESILLA                       | STATE:        | NM                   |
| ZIP:           | 88046                         | LOT:          |                      |
| BLOCK:         |                               | SUBNAME:      |                      |
| TRS:           | 23S 1E 36                     | SITUSADDRS:   | 2391 CALLE DE PARIAN |
| TOTALACRES:    | 0                             |               |                      |

## **Ordinance 2021-01: Revisions to Chapter 18.35 & Chapter 18.60.180**

### **Be it ordained by the Town of Mesilla that:**

#### **Section 1: Chapter 18.10.020 Definitions - Specific**

Dwelling: means a building that contains one or two dwelling units used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes.

Dwelling unit: a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Open space: area of land not occupied by buildings not to include shade structures.

Temporary Structures – a small structure not permanently anchored to the property. Allowable temporary anchors include hurricane anchors, screw-type anchors, cable anchors.

Permanent structure – a structure anchored to the ground using concrete foundation or other permanent foundation.

Shade structures: pergolas, patios, decks, gazebos, arbors, trellises and cannot exceed 15 feet in height.

#### **Section 2: Chapter 18.35 H.R. – Historical Residential Zone**

Sections:

18.35.010 Purpose.

18.35.020 Uses permitted.

18.35.030 Exterior appearance.

18.35.040 Development standards.

**18.35.010 Purpose.**

The purpose of this zone is to provide for the protection of those residential sections of the town that are worth preserving because of historical, cultural and aesthetic or architectural interest. All remodeling or new structures must be compatible with established architectural styles and design elements as outlined in Chapter 18.33 MTC (Historic Preservation). [Ord. 2020-02 § 1; Ord. 94-06 § 1; prior code § 11-2-11.4.A]

**18.35.020 Uses permitted.**

Uses permitted in the H-R zone are as follows:

Single-family and multiple-family residences and related uses approved by the commission upon application and approval of a development plan in accordance with Chapter 18.33 MTC (Historic Preservation), this chapter (H-R Historical Residential Zone) and the comprehensive land use ordinance for the town. [Ord. 2020-02 § 1; Ord. 94-06 § 1; prior code § 11-2-11.4. B]

**18.35.030 Area requirements deemed met.**

Any lot or building site shall meet the minimum area requirements when:

A. It existed as an entire lot, or as an entire parcel, for which either a deed was on record in the office of the county clerk or a bona fide contract of sale was in effect prior to March 14, 1972

B. It is legally subdivided after the effective date of the ordinance codified on March 14, 1972. [Ord. 94-06 § 1; prior code § 11-2-5.18]

Any lot or building that is deemed to be legal and meets the area requirements because of this section (18.35.030) shall not be deemed non-conforming simply because they exist on less than the area required by the Code.

**18.35.040 Density requirements deemed met.**

Any lot or building which had been approved by the Mesilla board of trustees prior to June 8, 2020 (Ord. 2020-02) and which are not in conformity with these regulations, but for which permits, or variances were granted under previous ordinances, may continue and shall not be deemed non-conforming.

**18.35.050 Exterior appearance.**

An application for a permit which would authorize construction, modification, moving or destruction, use or function which would affect the exterior appearance of any structure or sign must first be reviewed and approved by the PZHAC for compliance with Chapter 18.33 MTC (Historic Preservation), and receive final approval by the board of trustees. [Ord. 2020-02 § 1; Ord. 94-06 § 1; prior code § 11-2-11.4.C]

**18.35.060 Development standards.**

A. Lot Area. Each lot or parcel to be developed in the H-R zone shall have a minimum of 80 feet of frontage on a public street and a minimum of 8,000 square feet of area.

B. Population Density. When lots or parcels in the H-R zone are to be developed to single-family or multiple single-family dwellings, each lot or parcel shall have sufficient area to provide 8,000 square feet of area for each family unit to be built. The maximum number of dwellings allowed on any property shall be two, providing density and parking requirements are met. Additionally, up to five structures, will be allowed on any property, providing density and parking requirements are met. A minimum of 40 percent of the property shall be open space and is required in order to limit the density of development on each parcel. Each applicant must submit a site plan demonstrating the open space requirement at the time they apply for a permit for any new structure.

Canopies and accessory structures in a rear yard shall not be more than 50 percent of the required area and can be setback three feet from the side or rear yards if it is made of fire resistive materials. Any temporary structures can be setback three feet from the side or rear yards if it is made of fire resistive materials.

C. New Construction. New structures and modifications to existing structures prior to June 8, 2020, may be built in this zone, providing the exterior appearance of the structure is approved by the PZHAC for

compliance with Chapter 18.33 MTC (Historic Preservation) and the comprehensive land use ordinance for the town, with final approval by the BOT.

1. New structures on properties containing existing structures shall be architecturally similar to the principal dwelling or structure on the property and shall meet the requirements in 18.35.050 C (3).
2. If a property is undeveloped, any new structure, to include dwellings, shall be architecturally similar to the dwellings or structures in the development zone immediately adjacent to the property and shall not exceed 15 feet in height including parapet, whichever is lower. The height of chimneys is to meet building code, but not be higher than 17 feet.
3. Any structure within the Historic Residential Zone shall be architecturally similar to the dwellings or structures in the development zone immediately adjacent (a block radius as discussed in 18.33 MTC Historic Preservation) to the property and shall not exceed 15 feet in height including parapet.

D. Yards. For all new buildings, front, side and rear yard must be at least seven feet from the property line.

1. Any repairs of structures or fences that have been legally built on a property line prior to June 8, 2020, will not require a right of entry form.
2. New construction of fences shall require a right-of-entry agreement signed by all property owners of all applicable properties for construction and maintenance that is recorded in Dona Ana County records and filed with the town clerk; and
3. This document must be acquired prior applying to planning, zoning, and historical appropriateness commission approval; and
4. This document shall be permanent and remain with all properties regardless of ownership; and



5. If a mutual agreement cannot be acquired, the applicant shall meet the required setback of seven feet.

E. Utilities. All new installations of utility lines shall be underground unless a utility service provider demonstrates the inability to provide service, or a demonstrated hardship of inability to obtain easement from an adjacent property owner for an installation from an existing pole. A final determination as to whether a hardship is sufficient to allow an above ground utility installation will be decided on a case-by-case basis by the Mayor along with the Public Works director and Community Development Department Coordinator. For connections to Town utilities refer to MTC 13.10.

F. Flagpole Lots (Existing). Lots substandard of 80-foot fronts:

1. Shall be limited to only one single-family home.
2. Must meet the height requirement in section (C)(2) of this section.
3. Must meet the size requirements in subsection (B) of this section. [Ord. 2020-02 § 1; Ord. 2006-03 § 1; Ord. 2004-7 § 6; Ord. 2001-04 § 2; Ord. 94-06 § 1; Ord. 92-07 § 1; prior code §§ 11-2-11.4.D – 11-2-11.4.G. Formerly 18.35.070]

G. Off-Street Parking. See MTC 18.60.170 and shall not include private garage as part of the off-street calculations of parking area.

H. Lighting. See MTC 18.50.

I. Architectural Style and Design Standards. See MTC 18.33 Historic Preservation.

In addition, the architectural style and design standards shall comply with the following:

1. Elevations of proposed structures shall be submitted with site plans for review by the planning, zoning, and historical appropriateness commission with final approval by the board of trustees.

2. Internal consistency or compatibility of styles, colors, materials, and design elements will be required in all new development or redevelopment within the HR zone.

3. Stucco, brick, stone, wood, and adobe are permitted exterior wall materials. Aluminum siding, metal panels, metal, and aluminum fencing, mirrored glass, unstuccoed concrete block and unstuccoed concrete are prohibited exterior wall materials within the front setbacks.

4. The use of solar and other energy collecting, and conserving strategies is encouraged by Mesilla. Where publicly visible, solar features and equipment shall be architecturally integrated or screened and shall not be visible from any public right of way.

5. Walls and fencing with adobe, brick, stucco, slump block, stone, wood, **ornamental wire loop fencing**, and wrought iron fencing is permitted. Unstuccoed concrete, barbed wire, chain link, metal wire, or similar materials are prohibited.

6. Mechanical, electrical, telephone, heating, and cooling equipment as well as other obtrusive structures shall be architecturally screened.

7. No person shall stand, stop, or park a vehicle on any street or property for the principal purpose of living within the vehicle. An RV can only be used for dwelling purposes for a maximum of 14 days. There can be no permanent connection for water, sewer, or electricity.

J. Wall, Fencing, Hedge HR Zone. See chapter 18.60.340.

K. In addition to maintaining the yard, the developer (if so designated by covenant or other document) or the property owner shall maintain all fixed structures attached to the ground.

### **SECTION 3. 18.60.180 Area requirements deemed met.**

Any lot or building site shall meet the minimum area requirements when:

A. It existed as an entire lot, or as an entire parcel, for which either a deed was on record in the office of the county clerk, or a bona fide contract of sale was in effect prior to March 14, 1972

B. It is legally subdivided after the effective date of the ordinance codified on March 14, 1972. [Ord. 94-06 § 1; prior code § 11-2-5.18]

Any lot or building that is deemed to be legal and meets the area requirements because of this section (18.60.180) shall not be deemed non-conforming simply because they exist on less than the area required by the Code.

### **SECTION 4. Repealer**

All ordinances or resolutions, or part therefore, inconsistent with this ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution.

**SECTION 5. Effective Date**

This ordinance shall be in full force and effect, five (5) days after this approval, adoption and publication as provided by law.

**PASSED, ADOPTED AND APPROVED** this September 13, 2021.

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Nora L. Barraza  
Mayor  
Town of Mesilla

ATTEST:

By: \_\_\_\_\_

Cynthia Stoeher-Hernandez  
Clerk/Treasurer  
Town of Mesilla

(seal)



**RESOLUTION NO. 2021-26**

**A RESOLUTION REPEALING RESOLUTION 2021-25 PLACING AN ADDITIONAL TWO-MONTH MORATORIUM ON THE EXPANSIONS OF NON-CONFORMING LOTS.**

**WHEREAS**, the Board of Trustees (BOT) approved resolution 2021-25 on September 13, 2021; and

**WHEREAS**, the BOT approved Ordinance 2021-01 which addresses this issue; and

**WHEREAS**, the changes to the Mesilla Town Code as they relate to non-conforming lots benefit the Town of Mesilla residents; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees that Resolution 2021-25 be repealed as the issue was resolved by the passing and adoption of Ordinance 2021-01.

**PASSED, ADOPTED AND APPROVED** on this 27th day of September 2021.

**ATTEST:**

\_\_\_\_\_  
Nora L. Barraza  
Mayor

\_\_\_\_\_  
Cynthia Stoechner-Hernandez  
Town Clerk-Treasurer

**Roll Call Vote:**  
Mayor Barraza \_\_\_\_\_  
Trustee Johnson-Burick \_\_\_\_\_  
Trustee Arzabal \_\_\_\_\_  
Trustee Caro \_\_\_\_\_  
Trustee Garcia \_\_\_\_\_

## BOARD ACTION FORM

### ITEM:

Grant appropriation agreement for Calle de Picacho Drainage Improvements.

### BACKGROUND:

The Town of Mesilla has been awarded \$180,000.00 for Calle de Picacho Drainage Improvements.

### SUPPORTING INFORMATION:

C1213005 Capital Appropriations Project

### BOT OPTIONS:

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



**RESOLUTION NO. 2021-27**

**A RESOLUTION BY THE BOARD OF TRUSTEES AUTHORIZING THE PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTREDED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Town of Mesilla and the New Mexico Department of Transportation enter into a Cooperative Agreement; and

**WHEREAS**, total cost of the project will be \$180,000 from Capital Outlay grant number C1213005; and

**WHEREAS**, the Town of Mesilla shall pay all costs incurred over this amount; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Town of Mesilla:

- 1) That the project for this Agreement is adopted and has a priority standing.
- 2) The agreement terminates on June 30, 2025.

**BE IT FURTHER RESOLVED** by the Town of Mesilla to enter into agreement C1213005 with the New Mexico Department of Transportation for Capital Outlay to acquire easements and rights of way and to plan, design, construct and improve drainage along Calle de Picacho in the Town of Mesilla in Dona Ana County, New Mexico.

**PASSED, ADOPTED AND APPROVED** on this 27th day of September 2021.

**ATTEST:**

\_\_\_\_\_  
Nora L. Barraza  
Mayor

\_\_\_\_\_  
Cynthia Stoechner-Hernandez  
Town Clerk-Treasurer

**Roll Call Vote:**

Mayor Barraza \_\_\_\_\_  
Trustee Johnson-Burick \_\_\_\_\_  
Trustee Arzabal \_\_\_\_\_  
Trustee Caro \_\_\_\_\_  
Trustee Garcia \_\_\_\_\_



Contract Number: \_\_\_\_\_

Vendor Number: 0000046323

Control Number: C1213005

**STATE OF NEW MEXICO  
DEPARTMENT OF TRANSPORTATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and Town of Mesilla, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2021, Chapter 138, Section 33, Subsection 46, 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**, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

**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:

DFA Appropriation ID F3005 NMDOT Control Number C1213005 **\$180,000**

APPROPRIATION REVERSION DATE: 6/30/2025

Laws of 2021, Chapter 138, Section 33, Subsection 46, One Hundred Eighty Thousand Dollars and No Cents (\$180,000), to acquire easements and rights of way and to plan, design, construct and improve drainage along calle de Picacho in Mesilla in Dona Ana county; .

The Grantee’s total reimbursements shall not exceed One Hundred Eighty Thousand Dollars and No Cents \$180,000 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)<sup>1</sup>, if

<sup>1</sup> 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.



applicable, Zero Dollars and Zero Cents (\$ 0.00), which equals One Hundred Eighty Thousand Dollars and No Cents (\$180,000) (the "Adjusted Appropriation Amount").

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 Reimburse<sup>2</sup> 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.

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<sup>2</sup> "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.



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 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: Town of Mesilla



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

Grantee: Town of Mesilla  
Name: Rod McGillivray  
Title: Public Works Director  
Address: 2231 Avenida de Mesilla, Mesilla, New Mexico 88046  
Email: rodm@mesillanm.gov  
Telephone: 575-524-3262

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: Department of Transportation District 1 Office  
Name: Andreas Linnan  
Title: Acting Local Government Road Fund Coordinator  
Address: 2912 East Pine Street, Deming, NM 88030  
Email: Andreas.Linnan@state.nm.us  
Telephone: 575-640-7077

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 **6/30/2025** the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.



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 I) 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 subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.



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

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

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

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

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

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

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

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



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

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the Town of Mesilla may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Town of Mesilla 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.

#### **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**

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.

[THIS SPACE LEFT BLANK INTENTIONALLY]



**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

**DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
By:

Its: Cabinet Secretary or Designee

\_\_\_\_\_  
Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

Craig C. Kling  
Craig C. Kling (Sep 14, 2021 15:32:MDT)

By: Craig Kling

Its: Assistant General Counsel

Sep 14, 2021  
\_\_\_\_\_  
Date



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

**I. Grantee Information**

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_

B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)

City State Zip

C. Phone No: \_\_\_\_\_

D. Grant No: \_\_\_\_\_

E. Project Title: \_\_\_\_\_

F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Payment Request No. \_\_\_\_\_

B. Grant Amount: \_\_\_\_\_

C. AIPP Amount (If Applicable): \_\_\_\_\_

D. Funds Requested to Date: \_\_\_\_\_

E. Amount Requested this Payment: \_\_\_\_\_

F. Reversion Amount (If Applicable): \_\_\_\_\_

G. Grant Balance: \_\_\_\_\_

H.  GF  GOB  STB (attach wire if first draw)

I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV.  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.  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: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

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

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [\_\_\_\_\_]

TO: Department Representative: [\_\_\_\_\_]

FROM: Grantee: [\_\_\_\_\_]

Grantee Official Representative: [\_\_\_\_\_]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [\_\_\_\_\_]

Grant Termination Date: [\_\_\_\_\_]

As the designated representative of the Department for Grant Agreement number [\_\_\_\_\_]  
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

### **The Town of Mesilla shall agree to comply with the following Provisions:**

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

### **The Town of Mesilla shall agree to comply with the following Lighting and Signal Provisions as applicable:**

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.

10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.



# C1213005 Capital Outlay Agreement

Final Audit Report

2021-09-14

|                 |  |
|-----------------|--|
| Created:        | 2021-09-14                                   |
| By:             | Betty Romero (Betty.Romero2@state.nm.us)     |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAQprWEAA7ISoFUDKBRQUeBFzs4y1BfXFG |

## "C1213005 Capital Outlay Agreement" History

-  Document created by Betty Romero (Betty.Romero2@state.nm.us)  
2021-09-14 - 5:57:56 PM GMT- IP address: 73.42.102.23
-  Document emailed to Craig C Kling (craig.kling1@state.nm.us) for signature  
2021-09-14 - 5:58:41 PM GMT
-  Email viewed by Craig C Kling (craig.kling1@state.nm.us)  
2021-09-14 - 9:26:51 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Craig C Kling (craig.kling1@state.nm.us)  
Signature Date: 2021-09-14 - 9:32:12 PM GMT - Time Source: server- IP address: 164.64.74.20
-  Agreement completed.  
2021-09-14 - 9:32:12 PM GMT

## BOARD ACTION FORM

### ITEM:

Grant appropriation agreement for Street Light improvements.

### BACKGROUND:

The Town of Mesilla has been awarded \$125,000.00 Capital Outlay for Street Lighting Improvements.

### SUPPORTING INFORMATION:

C1213006 Capital Appropriations Project

### BOT OPTIONS:

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



**RESOLUTION NO. 2021-28**

**A RESOLUTION BY THE BOARD OF TRUSTEES AUTHORIZING THE PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTREDED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Town of Mesilla and the New Mexico Department of Transportation enter into a Cooperative Agreement; and

**WHEREAS**, total cost of the project will be \$125,000 from Capital Outlay grant number C1213006; and

**WHEREAS**, the Town of Mesilla shall pay all costs incurred over this amount; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Town of Mesilla:

- 1) That the project for this Agreement is adopted and has a priority standing.
- 2) The agreement terminates on June 30, 2025.

**BE IT FURTHER RESOLVED** by the Town of Mesilla to enter into agreement C1213006 with the New Mexico Department of Transportation for Capital Outlay to plan, design, construct, purchase, equip and install lighting improvements for Avenida de Mesilla, Veteran's Park and the town hall parking lot in the Town of Mesilla in Dona Ana County, New Mexico.

**PASSED, ADOPTED AND APPROVED** on this 27th day of September 2021.

**ATTEST:**

\_\_\_\_\_  
Nora L. Barraza  
Mayor

\_\_\_\_\_  
Cynthia Stoechner-Hernandez  
Town Clerk-Treasurer

**Roll Call Vote:**

Mayor Barraza \_\_\_\_\_  
Trustee Johnson-Burick \_\_\_\_\_  
Trustee Arzabal \_\_\_\_\_  
Trustee Caro \_\_\_\_\_  
Trustee Garcia \_\_\_\_\_



Contract Number: \_\_\_\_\_  
Vendor Number: 0000046323  
Control Number: C1213006

**STATE OF NEW MEXICO  
DEPARTMENT OF TRANSPORTATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and Town of Mesilla, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2021, Chapter 138, Section 33, Subsection 47, 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**, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

**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:

DFA Appropriation ID F3006 NMDOT Control Number C1213006 **\$125,000**

APPROPRIATION REVERSION DATE: 6/30/2025

Laws of 2021, Chapter 138, Section 33, Subsection 47, One Hundred Twenty Five Thousand Dollars and No Cents (\$125,000), to plan, design, construct, purchase, equip and install lighting improvements for Avenida de Mesilla, Veterans park and the town hall parking lot in Mesilla in Dona Ana county; .

The Grantee’s total reimbursements shall not exceed One Hundred Twenty Five Thousand Dollars and No Cents \$125,000 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP



amount”)<sup>1</sup>, if applicable, Zero Dollars and Zero Cents (\$ 0.00), which equals One Hundred Twenty Five Thousand Dollars and No Cents (**\$125,000**) (the “Adjusted Appropriation Amount”).

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 Reimburse<sup>2</sup> 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:

<sup>1</sup> 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.

<sup>2</sup> “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.



- 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 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.



Name: Rod McGillivray  
Title: Public Works Director  
Address: 2231 Avenida de Mesilla, Mesilla, New Mexico 88046  
Email: rodm@mesillanm.gov  
Telephone: 575-524-3262

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: Department of Transportation District 1 Office  
Name: Andreas Linnan  
Title: Acting Local Government Road Fund Coordinator  
Address: 2912 East Pine Street, Deming, NM 88030  
Email: Andreas.Linnan@state.nm.us  
Telephone: 575-640-7077

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 **6/30/2025** 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



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://epms.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 I. 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 subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well



as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

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

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

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

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

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



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

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

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the Town of Mesilla may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Town of Mesilla 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.

**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**

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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**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

**DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
By:

Its: Cabinet Secretary or Designee

\_\_\_\_\_  
Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

Craig C. Kling  
Craig C. Kling (Sep 14, 2021 15:37 MDT)

By: Craig Kling

Its: Assistant General Counsel

Sep 14, 2021

\_\_\_\_\_  
Date



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

**I. Grantee Information**

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_

B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

C. Phone No: \_\_\_\_\_

D. Grant No: \_\_\_\_\_

E. Project Title: \_\_\_\_\_

F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Payment Request No. \_\_\_\_\_

B. Grant Amount: \_\_\_\_\_

C. AIPP Amount (If Applicable): \_\_\_\_\_

D. Funds Requested to Date: \_\_\_\_\_

E. Amount Requested this Payment: \_\_\_\_\_

F. Reversion Amount (If Applicable): \_\_\_\_\_

G. Grant Balance: \_\_\_\_\_

H.  GF     GOB     STB (attach wire if first draw)

I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV.  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.  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: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

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

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [\_\_\_\_\_]

TO: Department Representative: [\_\_\_\_\_]

FROM: Grantee: [\_\_\_\_\_]

Grantee Official Representative: [\_\_\_\_\_]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [\_\_\_\_\_]

Grant Termination Date: [\_\_\_\_\_]

As the designated representative of the Department for Grant Agreement number [\_\_\_\_\_]  
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

### **The Town of Mesilla shall agree to comply with the following Provisions:**

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

### **The Town of Mesilla shall agree to comply with the following Lighting and Signal Provisions as applicable:**

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.

10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.



# C1213006 Capital Outlay Agreement

Final Audit Report

2021-09-14

|                 |   |
|-----------------|---|
| Created:        | 2021-09-14                                  |
| By:             | Betty Romero (Betty.Romero2@state.nm.us)    |
| Status:         | Signed                                      |
| Transaction ID: | CBJCHBCAABAAs4JBgBNJcVUwc4Py-1Hkol54yTayzUY |

## "C1213006 Capital Outlay Agreement" History

-  Document created by Betty Romero (Betty.Romero2@state.nm.us)  
2021-09-14 - 6:00:32 PM GMT - IP address: 73.42.102.23
-  Document emailed to Craig C Kling (craig.kling1@state.nm.us) for signature  
2021-09-14 - 6:01:18 PM GMT
-  Email viewed by Craig C Kling (craig.kling1@state.nm.us)  
2021-09-14 - 9:36:51 PM GMT - IP address: 104.47.65.254
-  Document e-signed by Craig C Kling (craig.kling1@state.nm.us)  
Signature Date: 2021-09-14 - 9:37:37 PM GMT - Time Source: server- IP address: 164.64.74.20
-  Agreement completed.  
2021-09-14 - 9:37:37 PM GMT



# Town of Mesilla, New Mexico

## RESOLUTION NO. 2021-29

### A RESOLUTION ADOPTING THE FY 2023-2027 INFRASTRUCTURE CAPITAL IMPROVEMENTS SENIOR CITIZENS FACILITY (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 Senior Citizens Facility 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. 2020-20

**PASSED, APPROVED and ADOPTED** by the Board of Trustees at its meeting of September 27, 2021.

---

Nora L. Barraza  
Mayor

**ATTEST:**

---

Cynthia Stoechner-Hernandez  
Town Clerk-Treasurer



## Infrastructure Capital Improvement Plan FY 2023-2027

### Mesilla Community Center Project Summary

| ID    | Year | Rank | Project Title                                | Category                       | Funded  |        |       |      |      | Total Project Cost | Amount Not Yet Funded | Phases? |      |
|-------|------|------|--|--------------------------------|---------|--------|-------|------|------|--------------------|-----------------------|---------|------|
|       |      |      |  |                                | to date | 2023   | 2024  | 2025 | 2026 |                    |                       |         | 2027 |
| 36732 | 2023 | 001  | Interior Flooring / Paint Refurbishment      | Facilities - Senior Facilities | 0       | 30,000 | 0     | 0    | 0    | 0                  | 30,000                | 30,000  | No   |
| 36739 | 2023 | 002  | Replace Grease Interceptor                   | Facilities - Senior Facilities | 0       | 36,000 | 0     | 0    | 0    | 0                  | 36,000                | 36,000  | No   |
| 36738 | 2023 | 003  | Rear Exterior Door Replacement (2)           | Facilities - Senior Facilities | 0       | 0      | 8,250 | 0    | 0    | 0                  | 8,250                 | 8,250   | No   |
| 36733 | 2023 | 004  | Installation of Single Zone Air Conditioning | Facilities - Senior Facilities | 0       | 0      | 7,500 | 0    | 0    | 0                  | 7,500                 | 7,500   | No   |

Number of projects: 4

|              | Funded to date: | Year 1: | Year 2: | Year 3: | Year 4: | Year 5: | Total Project Cost: | Total Not Yet Funded: |
|--------------|-----------------|---------|---------|---------|---------|---------|---------------------|-----------------------|
| Grand Totals | 0               | 66,000  | 15,750  | 0       | 0       | 0       | 81,750              | 81,750                |